

ATTACHMENT 7

Initial Purchase of Service Contract/Agreement Butler Transit Authority Fixed Route Transportation and Maintenance Related Services

WHEREAS, The Butler Transit Authority hereinafter referred to as “Butler Transit Authority”, desires to promote and provide public transit services in the City of Butler and Butler Township and adjoining communities; and

WHEREAS, Butler Transit Authority is empowered to provide transportation to the general public through the Municipality Authorities Act, Township and City Codes; and

WHEREAS, Butler Transit Authority is exempt from PUC regulation; and

WHEREAS, _____, hereinafter referred to as “the Contractor” is a certified public carrier; and

WHEREAS, Butler Transit Authority desires to have the Contractor provide public transportation services as described in this Contract; and

WHEREAS, the Contractor has agreed that it will provide said public transportation services in a reasonable and workmanlike manner.

NOW THEREFORE, this _____ day of _____, 2022, in furtherance of the above desires, it is agreed by and between the parties, intending to be legally bound, hereby as follows:

- 1) **Contract Term** – This Contract shall be effective as of July 1, 2022, and shall terminate June 30, 2025, unless terminated prior to the expiration of this Contract in accordance with the terms and conditions set forth herein.
- 2) **Scope of Work** – Butler Transit Authority hereby engages the Contractor and the Contractor agrees to perform the services hereinafter described, subject only to the general policies and directions of Butler Transit Authority and to the provisions and requirements of this Contract. Contractor shall, upon receiving Butler Transit Authority’s notice to proceed, do all things necessary to manage, operate, and maintain the vehicles and services described in this Contract, including but not limited to:

- a. Undertake the day-to-day operation of Butler Transit Authority's fixed route transportation and maintenance related services, and ensure the services are provided in a non-discriminatory manner.
- b. Provide transportation and maintenance oversight, management and supervision, including on-street supervision;
- c. Undertake day-to-day operation and maintenance of Butler Transit Authority vehicles;
- d. Employ and supervise all personnel, including managers, supervisors, vehicle operators, mechanics and other maintenance personnel;
- e. Administer, train personnel on, and monitor compliance with all programs and policies (approved by Butler Transit Authority) including policies concerning safety, security, drug and alcohol testing, drivers' licenses, driver training and retraining, vehicle maintenance, dress code, cell phone and other electronic equipment usage, customer service, tobacco and smokeless tobacco products, hiring, Americans with Disability Act (operations, maintenance, employment, customers), Title VI, discrimination and sexual harassment;
- f. Assign vehicles in a non-discriminatory manner;
- g. Undertake maintenance and repair of vehicles and equipment as part of the hourly charge as well as preventative maintenance and assistance with warranty claims;
- h. Fare collection and reconciliation;
- i. Data collection and reporting, including performance metrics;
- j. Help process warranty claims for Butler Transit Authority vehicles, where requested;
- k. Assist in public relations and promotions, including the provision of passenger information and data;
- l. Prepare reports and provide information as requested or required by Butler Transit Authority;
- m. Issue uniforms to all vehicle operators as approved by Butler Transit Authority. The cost of the uniforms shall be borne by the Contractor, but all uniforms must be approved by BTA. Uniforms should be updated annually;
- n. Compliance with all requirements of all current and future FTA and PennDOT regulations, as well as all local, state and federal law and regulations;
- o. Assist and cooperate with BTA in meeting audit and other requirements of FTA and PennDOT;
- p. Participate in meetings as requested or required;

- q. Assist in handling complaints as directed by Butler Transit Authority;
 - r. Coordinate and cooperate with other transit agencies and/or Contractor(s) who connect with Butler Transit Authority fixed route and/or demand response services;
 - s. Communicate, exchange and accept documents using electronic mail.; and
 - t. Develop an Operations Manual, in conjunction with Butler Transit Authority, that contains operating policies and procedures for all functions that the Contractor is providing for Butler Transit Authority, including maintenance and operations. All policies and procedures must be approved by Butler Transit Authority.
- 3) **Compliance with Laws and Regulations** – The Contractor agrees to comply with all laws and rules, and regulations of the United States, the Commonwealth of Pennsylvania, City of Butler and Butler Township and local municipalities, relating directly or indirectly to the transportation services to be provided under this Contract.
- 4) **Incorporation of Federal Transit Administration Terms** – The provisions of this Contract include certain Standard Terms and Conditions required by the United States Department of Transportation (USDOT), Federal Transit Administration (FTA). Whether or not expressly set forth in the provisions of this Contract, all contractual provisions required by USDOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any Butler Transit Authority requests that would cause Butler Transit Authority to be in violation of the FTA terms and conditions.
- 5) **Federal Changes** – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between Butler Transit Authority and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
- 6) **No Obligation by the Federal Government** – Butler Transit Authority and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in, or approval of, the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Butler Transit Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this clause shall not be modified in any

subcontractor agreements, except to identify the subcontractor who will be subject to its provisions.

7) **Program Fraud and False or Fraudulent Statements or Related Acts**

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

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

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

b) Equal Employment Opportunity – The following requirements apply to the underlying Contract:

a) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b) Equal Employment Opportunity – The following equal employment opportunity requirements shall apply to the underlying contract:

- i) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - ii) Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - iii) Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- d) Access Requirements For Persons With Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

9. **Disadvantaged Business Enterprise (DBE) Requirements** – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, or such other remedy as the recipient deems appropriate. BTA's goal for fiscal years 2022-2025 for its transit system procurements is 4.5% for Disadvantaged Business Enterprises (including Women in Business and Small Business Enterprises) in federally funded contracts).

10. **Contractor Responsibility** – The Contractor agrees that:

- a) As of the date of the execution of this contract, that neither the Contractor, nor any subcontractors or suppliers are under suspension or debarment by the Commonwealth of Pennsylvania, any governmental entity or instrumentality, or Butler Transit Authority;
- b) As of the date of the execution of this Contract, it has no tax liabilities or other Commonwealth obligations;
- c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform Butler Transit Authority if, at any time during the term of this Contract, it becomes delinquent in the payment of taxes or other Commonwealth of Pennsylvania obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state governmental entity. Such notification shall be made within 15 days of suspension or debarment;
- d) The failure of the Contractor to notify Butler Transit Authority of its suspension or debarment by the Commonwealth, or any other state or the federal government, shall constitute an event of default of the Contract with Butler Transit Authority; and,

- e) The Contractor agrees to reimburse Butler Transit Authority for the reasonable costs of investigation incurred by Butler Transit Authority, or the Commonwealth Office of the Inspector General, for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and Butler Transit Authority that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of hired professionals, including investigators and attorneys; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f) In the event of any physical damage to BTA property or equipment resulting from driver error or negligence, Contractor agrees to promptly arrange for the equipment to be repaired or replaced. Contractor shall be solely responsible for the costs associated with the repair or replacement of the damaged property or equipment.

11) **Commonwealth of Pennsylvania Non-discrimination/Sexual Harassment Clause**

- a. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, national origin, age or sex.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

- b. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.
- c. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement(s) or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

- d. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that the Contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination, or made a good faith effort to correct it, such facts shall be considered in mitigation in determining appropriate sanctions.
- e. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the Contractor will be unable to meet its obligations under the Contractor Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this non-discrimination clause. The Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.
- f. The Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and will all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and the Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- g. The Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contractor Compliance Regulations, pursuant to PA Code Chapter 49.35 of these regulations. If the Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
- h. The Contractor shall actively recruit minority Subcontractors or Subcontractors with substantial minority representation among their employees.
- i. The Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
- j. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.

- k. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.
- l. Wherever hereinabove the word Contractor is used it shall also include the word Engineer, consultant, Researcher, or other Contracting Party as may be appropriate.

During the term of this Contract, Contractor further agrees as follows:

- a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this Contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b) Neither the Contractor nor any subcontractor, nor any person on their behalf, shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this Contract on account of gender, race, creed, or color.
- c) The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d) The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by Butler Transit Authority and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of the Nondiscrimination/Sexual Harassment Clause. If the Contractor, or any of its subcontractors, does not possess documents or records reflecting the necessary information requested, the Contractor or its subcontractors shall furnish such information on reporting forms supplied by Butler Transit Authority or the Bureau of Contract Administration and Business Development.

- f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provision will be binding upon each subcontractor.
- g) Butler Transit Authority may cancel or terminate this Contract, and all money due or to become due under this Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, Butler Transit Authority may proceed with debarment or suspension and may report such to the Commonwealth of Pennsylvania.
- 12) **Buy America** – The Contractor agrees to comply with 49 U.S.C. Section 5323(j), FTA Buy America regulations at 49 CFR Part 661, and any amendments thereto, and any implementing guidance issued by FTA, with respect to each third-party contract financed by the Contractor.
- 13) **Energy Conservation** – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 14) **Clean Air** - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to Butler Transit Authority and understands and agrees that Butler Transit Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 15) **Trafficking in Persons**- Contractor agrees that it and its employees shall not engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect, procure a commercial sex act during the period of time that the Recipient's Award is in effect, or use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.
- 16) **Clean Water** – The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to Butler Transit Authority and understands and agrees that Butler Transit Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 16) **Recovered/Recycled Materials** – The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- 17) **Byrd Anti-Lobbying Amendment** – 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to Butler Transit Authority. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 18) **Conflicts of Interest** – It is agreed that all conflicts of interest will be prohibited. No elected or appointed official of the City of Butler and Butler Township, nor any member of the immediate family nor any staff employee, nor any member of the immediate family or any staff employee of Butler Transit Authority shall be in any way interested in this Contract nor in the business of the Contractor as a principal or as an employee, nor shall any elected or appointed official of the City of Butler and Butler Township, nor member of the immediate family, nor staff employee, nor member of the immediate family or any staff employee of Butler Transit Authority receive any compensation, salary, commission or other payment from the Contractor.
- 19) **Cooperative Agreements** – The Contractor agrees to abide by cooperative agreements between Butler Transit Authority and other counties, local municipalities, transit providers and/or transit authorities.
- 20) **Contract Approval** – This Contract may be subject to approval by the United States Department of Transportation and the Pennsylvania Department of Transportation. Butler Transit Authority will be bound by the terms of this Agreement only to the extent that funds are available. This Agreement’s relies on Federal, State and local funding and participation. This Agreement is conditioned upon the approval and release of the referenced funds. By executing this Agreement, Contractor acknowledges that any Agreement or notice(s) communicated from Butler Transit Authority will be considered null and void if at any time, for whatever reason, the Federal and State funds are not released in the full purchase amount.
- 21) **Subcontracting** – The Contractor certifies that no subcontracting of the transit service requirements covered in these Contract Documents shall be permitted by the Contractor without prior written authorization from Butler Transit Authority. Butler Transit Authority shall expect all requirements of this Contract to be fulfilled by the Contractor. All applicable requirements of this Contract shall be required of any subcontractor(s) that have been approved in writing by Butler Transit Authority. Butler Transit Authority’s approval of any assignment, award or delegation shall not release the Contractor of any obligation under the Contract.

The Contractor shall be fully responsible for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the Contractor, as the Contractor is for the acts and omissions of persons that it directly employs. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and Butler Transit Authority.

- 22) **Complete Contract** – It is agreed that this document, including all Exhibits and Attachments incorporated herein, constitutes the entire Contract and understanding between parties hereto with respect to the subject matter hereof and that no other contract, understanding, representation, or warranty expressed or implied, whether oral or written, exists which in any way limits, extends, or alters any provisions hereof. The invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of other provisions. Butler Transit Authority's failure to insist, in one or more instances, upon the performance of any term or terms of the Contract shall not be construed as a waiver or relinquishment of Butler Transit Authority's right to require such performance by the Contractor.
- 23) **Force Majure** – Any delay or failure of performance by either party shall not constitute a default or give rise to any claims for damages if, and to the extent that, the failure is primarily caused by any act, event or condition reasonably beyond that party's control and adversely affecting its ability to perform its obligations, including but not limited to:
- a) Acts of God, lightning, earthquake, fire, epidemic, landslide, drought, hurricane, tornado, storm, explosion, failure of utilities, flood, nuclear radiation, or any other act by third parties that interferes with operations.
 - b) Condemnation or other taking by any government body, change in any applicable law, rule, regulation, ordinance, or permit condition not in effect as of the date hereof.
 - c) Any order, judgment, action or determination of any federal or state court administrative agency or government body.
 - d) An inability or failure to adequately staff the buses shall not constitute a force majeure event, and such delay or failure of performance shall be considered a breach of contract.
- 24) **Meetings** – Upon request of Butler Transit Authority, the Contractor shall, at its own expense, attend Butler Transit Authority board meetings, public meetings and/or other meetings, to provide information concerning the operation of transit services under this Contract. The General Manager or a supervisor designated by the General Manager shall be available, if requested by Butler Transit Authority, to meet at least two times per week with Butler Transit Authority staff at times and locations to be determined by Butler Transit Authority.
- 25) **Performance Bond** – Within thirty (30) days of award of this Contract, the Contractor shall furnish a Contract Performance Bond to Butler Transit Authority. An acceptable surety company who is registered and duly authorized to do business in the Commonwealth of Pennsylvania shall execute this bond. The

amount of the bond shall be equal to the product of three (3) full months of full fixed-route hours (revenue hours) multiplied by the Contractor's hourly rate. An irrevocable letter of credit from a bank acceptable to Butler Transit Authority in the required amount and form is also acceptable. The condition of the bond shall be that the Contractor shall fully and faithfully perform all conditions of the Contract. The bond must be renewed annually and remain in effect during the life of this Contract.

- 26) **Confidentiality** – Any and all reports, information or data of whatever nature provided to, or prepared, generated or assembled by, the Contractor in connection with the performance of the Contract shall not be made available to any individual or organization outside the Contractor without the prior written approval of Butler Transit Authority, unless such is required by a court process. Contractor shall promptly notify Butler Transit Authority of any requests for such information in a court proceeding.
- 27) **General Requirements** – The Contractor shall provide the necessary management, technical and operating services for the operation of fixed-route and special transportation services, as well as maintenance-related services as specified by Butler Transit Authority. The Contractor shall assist and cooperate with Butler Transit Authority in meeting Butler Transit Authority's goals of providing quality public transportation services. Unless specifically identified as being provided by Butler Transit Authority in this contract, the Contractor shall furnish all services required to manage and operate the transportation services.
- 28) **Transportation Services to be Provided** – Using vehicles and Equipment provided by Butler Transit Authority, the Contractor shall provide safe, courteous and professional fixed-route bus service as specified by Butler Transit Authority. Fixed-route bus service shall be operated in strict accordance with the operating days, operating hours, routes and schedules detailed in [Exhibit A](#) and in accordance with the schedules found in Butler Transit Authority's Public Timetables. The Contractor shall provide such service in a safe, professional, and courteous manner. Butler Transit Authority reserves the right to make route, schedule and fare revisions, additions, and reductions as it deems in the best public interest throughout the term of this Contract. The Contractor shall also provide special transportation services as directed by Butler Transit Authority. Special transportation services include shuttle service for special events within Butler Transit Authority's service area that are open to the general public, and the use of vehicles to promote Butler Transit Authority's transportation services, including parades and vehicle displays. The transportation service provided by the Contractor shall meet the following minimum fixed-route operating requirements:
- a) The Contractor is authorized to deviate from established routes when necessary to avoid construction, detours, and vehicles or other obstructions in the public right-of-way. All deviations are to be reported to Butler Transit Authority immediately;
 - b) The Contractor shall notify Butler Transit Authority if a fixed-route is operating more than fifteen minutes behind schedule, and shall take steps to restore on-time performance;

- c) The Contractor shall develop operator work schedules to assure that reliable service is provided using the type of vehicle recommended by Butler Transit Authority for a specific route. The Contractor is responsible for having sufficient operators, maintenance, supervisory, and other personnel available to assure the service is provided as scheduled, including back-up vehicle operators. A failure to adequately staff the buses shall be considered a breach of contract;
- d) A supervisor is required to be on duty at all times when buses are in service. The supervisor will be required to monitor and respond to cellular telephone communications and communicate with operators, supervisors, and maintenance personnel concerning operations, service, safety, security, and customer service issues;
 - i) The Contractor is responsible for providing staff with cell phones. BTA will provide a cell phone for each bus for emergency communication. Additionally, there is a radio system on each vehicle for communication between operators and personnel.
- e) The Contractor shall conduct on-street supervision to assure routine daily monitoring of fixed-route service;
- f) All vehicle operators shall be neat in appearance, wear a uniform approved by Butler Transit Authority. Requirements:
 - i) Butler Transit Authority shall determine the exact articles of clothing including color and style that will comprise the vehicle operator uniform.
 - ii) Butler Transit Authority may require operators to wear a picture identification card while on duty.
- g) All vehicle operators shall, at all times during performance of their duties, conduct themselves in a professional manner. Operators are expected to strictly adhere to all requirements, including ADA procedures such as vehicle destination signage, stop announcements, wheelchair securements, operation of the lift and safety net procedures. ADA Vehicle operators shall be expected to greet passengers in a pleasant manner, be sensitive to passenger needs and deploy lifts or kneelers to any passenger who needs to use the equipment. Vehicle operators are expected to minimize conversations with passengers while any vehicle is in motion. Vehicle operators shall be expected to assist disabled, elderly, and other needy passengers in boarding or exiting the bus, as necessary. Vehicle operators shall not discuss aspects of the operations with passengers which may be construed to be undermining the system operation;
- h) Vehicle Operators shall not eat, drink, smoke or use smokeless tobacco products while their vehicle is in scheduled service, but may eat or drink non-alcoholic beverages on board while their vehicle is on scheduled break or layovers. Smoking on vehicles shall be prohibited at all times;

- i) Vehicle Operators are prohibited from personal use of any cell phones, tablets or other electronic communication devices while driving such as typing, texting or talking on the phone. Only electronic communication devices authorized for work-related purposes may be used and shall never be used in a manner that would distract from safe operations of the vehicle or for personal purposes;
- j) Vehicle Operators shall properly collect fares, validate transfers and tickets, according to policies and procedures detailed in the Operations Manual and any revisions that may be made, from time to time, by Butler Transit Authority;
- k) Vehicle Operators shall operate vehicles safely on routes and according to schedules established by Butler Transit Authority;
- l) The Contractor shall comply with the operating and other requirements described in the Operations Manual and any revisions to such manual that may be made, from time to time, by Butler Transit Authority;
- m) Vehicle operators, when requested by Butler Transit Authority, shall record passenger data (i.e. NTD, special counts, etc.), distribute notices and surveys to passengers or otherwise render assistance in any promotion, special survey, service monitoring or other special project sponsored by Butler Transit Authority;
- n) The Contractor shall require all vehicle operators to complete daily ridership reports, National Transit Database surveys and collect other data and information as required or requested by Butler Transit Authority, the Pennsylvania Department of Transportation, the United States Department of Transportation, or the Federal Transit Administration for system monitoring and reporting requirements. Contractors shall cause its operators to accurately and truthfully count each passenger including senior citizens who receive free transportation and report such numbers to Butler Transit Authority. Contractors are expected to have in place a method to verify that accuracy of passenger counts;
- o) The Contractor shall obtain approval from BTA of any policies and procedures it intends to implement;
- p) The Contractor shall provide a monthly report to BTA on the following key performance measurements. The measurements shall include on-time performance, preventative maintenance, vehicle cleanliness, vehicle inspections, period of time that buses are disabled awaiting repairs, time between vehicle breakdowns, schedule adherence and adherence to policies;
- q) Revenue service shall not be interrupted to fuel vehicles or for routine exchanges of farebox cash vaults. Vehicles must be fueled, and farebox cash vaults exchanged, before and/or after an operator's run. Revenue service shall not to be interrupted for routine functions;

- n) Probing of Buses: It is the responsibility of the Contractor and Contractor employees to properly probe the fareboxes at the end of each day. When buses are not properly probed, BTA cannot produce necessary reports and reconcile fares. In the event that the buses are not properly probed, necessitating that BTA employee expend time and resources manually probing the bus, the time spent by BTA will be charged to Contractor at a rate of \$200 per hour, billed in 15-minute increments. The amount due to BTA will be deducted from the payment to Contractor;
 - o) The AVAIL/AVL equipment must be checked daily by both operators and maintenance personnel. Operators are required to troubleshoot (check for loose wires, incorrect log-in, etc.) and report problems or issues to Contractor's maintenance staff. Maintenance personnel are to troubleshoot and to perform minor repairs. All issues and problems must be documented. Unresolved issues are to be reported to Butler Transit Authority;
 - p) Contractor is the only one to communicate route deviations to operators;
- 29) **Service Changes** – Butler Transit Authority reserves the right to add, delete, or restructure service, fares, or routes at its sole discretion. Butler Transit Authority agrees to provide the Contractor with sufficient written notice and instruction in order to accommodate any such service change. A written request by Butler Transit Authority to the Contractor, to reduce the level of fixed-route service, shall not be construed as a partial termination of the Contract, unless the weekday scheduled revenue hours for fixed-route service is reduced to an amount below sixty-five percent (65%) of the initial level, exclusive of the Commuter Service. Neither the Contractor nor its employees, nor employees of any approved subcontractor, shall make any changes in service, routes, stops or other aspects of services without prior written approval by Butler Transit Authority. If the scheduled revenue hours for the fixed-route service falls below sixty-five percent (65%) of the initial level, BTA will renegotiate the hourly rate with the Contractor.
- 30) **Emergency Services** – In the event of a declared civil disorder or natural catastrophe, the Contractor shall direct the employees to operate as ordered by federal, state, and/or the County Civil Authorities. Compensation shall be based on actual revenue hours of service performed.
- 31) **Vehicle Subleasing** – Subleasing of BTA vehicles or facilities is strictly prohibited under this Contract.
- 32) **Charter Service Operations** – The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49

CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

- 33) **Fare Collection and Pass Sales** – Fares, tickets, passes and other fees shall be collected, deposited and accounted for in accordance with policies and procedures described in [Exhibit B](#). The Contractor agrees that Butler Transit Authority may modify fare collection policies and procedures during the term of this Contract. Contractor shall sell passes, tickets, or other pre-paid fare instruments on board Butler Transit Authority buses as directed by Butler Transit Authority.
- 34) **Public Information** – The Contractor agrees to make available on all buses timetables, bus schedules, fare schedules, route maps and other public relations materials, not only for routes being run by the Contractor, but also for other Contractors who are operating routes for Butler Transit Authority and for other transit authorities or organizations that connect with services of Butler Transit Authority. The Contractor will have personnel available during the business day to answer phone inquiries from the public concerning the scheduled service that the Contractor is providing.
- 35) **Passenger Comments/Complaints** – The Contractor will make available on all buses that are in revenue service passenger suggestion/comment forms and take all reasonable steps to afford passengers the opportunity to make suggestions about, or comments on, Butler Transit Authority’s transportation services. All suggestions/comments forms shall be forwarded to Butler Transit Authority as soon as possible, but no later than the next regular operating day after the Contractor receives the comment or suggestion. Butler Transit Authority shall be responsible for the investigation of all suggestions and comments and for responding or taking other action, as necessary, to respond to the comment or suggestion. The Contractor shall cooperate with any such investigation. Passengers may also make suggestions and comments directly to Butler Transit Authority. Any comment or suggestion received by Butler Transit Authority that concern the delivery or transportation services under this contract, or behavior of Contractor’s employees, including vehicle operators, shall be forwarded to the Contractor for a full investigation, as soon as possible, but no later than the next regular operating day after the comment or suggestions are received by Butler Transit Authority. The Contractor shall provide a written response to the comment or suggestion to Butler Transit Authority within (3) three working days of receiving the comment or suggestion. The Contractor’s response shall include action taken, if any, to address any problem or complaint. If any serious matters are reported to Butler Transit Authority, Butler Transit Authority may require that the vehicles operator or operators in question be removed by the Contractor from operating routes of Butler Transit Authority.
- 36) **Vehicles and Equipment** – Butler Transit Authority will lease vehicles and other fixed assets to the Contractor for use in providing fixed-route and special transportation services under this Contract. Butler Transit Authority hereby agrees to lease to the Contractor, and the Contractor hereby agrees to accept and pay for, under the terms and conditions hereinafter set forth, the vehicles and equipment set forth in [Exhibit C](#). It is the intent of the parties that, from time

to time, other vehicles and/or equipment of a similar type and nature may be added to or deleted from this Contract by subsequent addenda, and such vehicles will be subject to the same terms and conditions. The Contractor shall be responsible for the vehicles and equipment used in the performance of the services called for under the Contract, and shall be responsible for all loss or damage with respect to any such vehicles and equipment.

37) **General Maintenance Requirements** – It is agreed that the Contractor shall:

- a) Properly service, maintain, repair, and perform preventative maintenance on the leased vehicles and equipment. The Contractor is expected to furnish the parts and labor for the vehicles and the cost and labor are to be included in the cost per revenue hour for the fixed route transportation services. The vehicles are required to be kept in a safe mechanical condition according to the manufacturer's recommendations, industry norms and Butler Transit Authority's Required Maintenance Program set forth in [Exhibit D](#), which may be amended by Butler Transit Authority throughout the term of this Contract. The Contractor is responsible for routine maintenance and repairs of the equipment and said costs are to be included in the cost per revenue hour for the fixed route transportation services. The Contractor will be responsible for all equipment parts, repairs and repairs by a third party that are deemed to be the responsibility of the Contractor due to negligence, misuse, misconduct, improper preventative maintenance, etc. All repairs and maintenance shall comply with all applicable federal, state and local laws and regulations. Subcontractor must have a full-time mechanic available at all hours of current operation. In addition, a maintenance program approved by Butler Transit Authority must be in place within one month of the execution of this Contract. Mechanics must be brake-certified.
- b) Not defer maintenance for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of Butler Transit Authority. Preventative maintenance inspections and running repairs shall receive first priority in the use of the Contractor's maintenance resources. Contractor shall adjust work schedules of its employees as necessary to meet all scheduled service needs and complete preventative maintenance activities required by Butler Transit Authority. Contractor shall retain additional personnel or the services of outside firms, if necessary, to meet Butler Transit Authority's maintenance requirements.
- c) Promptly repair or make arrangements for the repair of vehicles damaged due to accidents. Contractor must notify Butler Transit Authority in writing by electronic means if a vehicle is removed from service for more than 48 hours and provide the following information: Bus number, reason for removal from service, information on the bus which will replace the one down for service, and the estimated time of repairs/return to service. Contractor must provide Butler Transit Authority with periodic updates on the status of repairs and must contact Butler Transit Authority when the bus is returned to service.

- d) Promptly address all painting needs that occur due to accidents or normal wear and tear to prevent rusting and deterioration of vehicle structure, and to ensure a positive appearance in the community.
- e) Replace parts, materials, tires, lubricants, fluids, additives (including D.E.F.) and oils that meet or exceed original equipment manufacturer specifications and requirements.
- f) At this time, there are no foreseen major repairs needed to Butler Transit Authority vehicles. The vehicles are not expected to need major repairs over the life of the contract. In the event of unforeseen major repairs, fifty percent (50%) of unforeseen major repairs not covered under warranty (engine and/or transmission replacement/rebuilds are included under this clause) will be paid for by Butler Transit Authority, and fifty percent (50%) of the expense shall be paid by the Contractor. It is at Butler Transit Authority's discretion to determine what qualifies as an unforeseen major repair, and Butler Transit Authority may elect to have Contractor pay one hundred percent (100%) of these costs, especially if it determines that Contractor negligence was cause of repair being needed. Tires or other issues of routine maintenance are not to be included as major repairs.
- g) Towing a vehicle will be at the expense of the Contractor.
- h) Keep the vehicles properly serviced with all necessary oil, fuel, additives, tires and all fluids necessary for maintenance, and provide for the safe operation of the vehicles.
 - i. It is imperative that Contractor exercise appropriate care and caution when dispensing fuel. If fuel is spilled as a result of Contractor failing to replace gas caps after fueling, or resulting from any other negligent or careless act, necessitating that BTA employee expend time and resources to clean up the fuel, the time spent by BTA will be charged to Contractor at a rate of \$200 per hour, billed in 15-minute increments. Contractor will also be charged for a reasonable estimate of fuel wasted or spilled, at a minimum of one gallon. The amount due to BTA will be deducted from the payment to Contractor.
- i) Keep the interior and exterior of the vehicles neat and clean, and the interior free of debris daily. Contractor's personnel is responsible for cleaning and disinfecting buses during regularly-scheduled operations, as the need arises.
- j) Provide for any and all inspections or servicing of the vehicles according to the warranty or warranties pertaining to the vehicles, to keep warranties in full force and effect.
- k) Provide liability, fire, theft, bus replacement, comprehensive, and collision insurance as required by this Contract.

- l) Acquire and maintain all technical updates of service manuals, service bulletins, lubrication charts from the vehicle manufacturer or subcomponent part manufacturer, and other such information needed to properly service and repair Butler Transit Authority's vehicles. Butler Transit Authority will provide all service manuals to the Contractor when the manuals are received by Butler Transit Authority upon the purchase of the vehicles. Said manuals will be considered part of Butler Transit Authority's maintenance requirements to be performed by the Contractor.
- m) Exercise due diligence in the tracking, filing and general administration of all vehicle, or vehicle component, warranties.
- n) Maintain detailed records of all maintenance and repairs to Butler Transit Authority vehicles, including a hard copy history folder for each Butler Transit Authority vehicle. This folder shall contain, in chronological order, all work orders generated for each vehicle. The folder shall also contain the vehicle's make, model, year, and serial number, along with any invoice information. A work order shall be generated, and a copy shall be furnished to Butler Transit Authority. The work order shall, at a minimum, include a description of the labor hours used and cost, parts used (including part#) and cost, repair performed, date, mileage, vehicle number and other charges.
- o) Require that all vehicle operators perform a pre-trip inspection. These inspections are to be performed on a daily basis and recorded on a Vehicle Inspection Form approved by Butler Transit Authority.
- p) Require that all vehicle operators inspect and report any defects that may occur during the service day. At the end of the driver's shift, the form will be turned over to the Contractor's maintenance department for correction and/or repair.
- q) Conform to all State, Federal and Municipal laws, rules and regulations with respect to the maintenance and operation of the vehicles.
- r) Use the vehicles only for those services described in this Contract.
- s) Not make any alterations to, or dispose of, the vehicles or equipment without the prior written consent of Butler Transit Authority.
- t) Return the vehicles and equipment to Butler Transit Authority at the expiration of the term of this Contract, or any renewal hereof, in good and proper working condition, reasonable wear and tear excepted.
- u) Furnish and maintain all necessary support vehicles in order to ensure road-call maintenance and vehicle towing throughout the service area at all times when vehicles are operated.
- v) AVAIL/AVL must be checked daily, and any problems or issues must be reported daily to BTA.

- w) Mileage must be recorded for each trip. In the event of a discrepancy, Contractor shall undertake actions necessary to verify and/or correct mileage recording errors. If it becomes necessary that a BTA employee expend time to verify and/or correct mileage errors and discrepancies, the time spent by BTA will be charged to Contractor at a rate of \$200 per hour, billed in 15-minute increments. The amount due to BTA will be deducted from the payment to Contractor.
- 38) **Maintenance Evaluations** – The Contractor shall allow Butler Transit Authority access to the Contractor’s facilities and records to monitor the Contractor’s maintenance performance, as Butler Transit Authority deems necessary. Butler Transit Authority may perform, or use independent consultants to perform, regular, unannounced maintenance inspections of vehicles maintained by the Contractor. Butler Transit Authority shall be permitted to view and copy any vehicle maintenance record, inspect vehicles and equipment, and request Contractor personnel to drive vehicles as necessary to evaluate the condition of vehicles used in the performance of this Contract.
- 39) **Parts, Tire, Wheel and Fluid Inventory** – The Contractor shall be responsible for maintaining adequate spare parts inventories necessary to ensure that vehicle repairs will not disrupt the provision of transit service. All parts and tires installed by the Contractor on Butler Transit Authority vehicles shall become the property of Butler Transit Authority permanently; any such parts, materials, tires, wheels, etc., will not be returned to Contractor at the end of the Contract term or any extension thereof. The Contractor shall be responsible for monitoring and accounting for spare parts, oil and other fluids, tire, and wheel inventories necessary to assure that vehicle repairs will not disrupt the provision of transit service. Butler Transit Authority may monitor the inventory to ensure appropriate parts are on hand. Contractor is financially responsible for all parts, tires, wheels, fluids and additives inventories. The Contractor is also responsible for monitoring and accounting for fuel supplied to vehicles used in the provision of the services under this Agreement. Contractor agrees to work cooperatively with Butler Transit Authority in monitoring fuel usage, as set forth in the Contract and all Attachments.
- 40) **Repossession of Equipment** – It is hereby agreed that Butler Transit Authority shall be entitled to immediate repossession of the vehicles and equipment in the event of:
- a) Any change in the management or ownership of the Contractor, including changes of officers or the sale of a majority interest in the business of the Contractor;
 - b) The filing of any bankruptcy, receivership, or reorganization of the Contractor under a bankruptcy law;
 - c) The dissolution, merger, consolidation, or sale of a majority of the assets of the Contractor; or
 - d) Any Breach of this Contract.

- 41) **Contractor-Supplied Vehicles** – The Contractor shall not be required to provide backup or spare vehicles.
- 42) **Permitted Use of Butler Transit Authority Vehicles** – Unless expressly authorized in writing by Butler Transit Authority, the Contractor shall not use any bus or other equipment, which is part of Butler Transit Authority’s transit system in any way other than in connection with the services to be provided under the Contract. The Contractor shall not use any such bus or other equipment for any private charters or any purpose other than as may be specifically permitted by Butler Transit Authority, in Butler Transit Authority’s sole discretion and under such terms as Butler Transit Authority elects.

The Contractor, if approved in advance and in writing by Butler Transit Authority, may use the vehicles listed in Exhibit C to provide transit services under other Purchase of Service Contracts the Contractor may have with Butler Transit Authority. Likewise, if approved in advance and in writing by Butler Transit Authority, vehicles leased to the Contractor under other Purchase of Service Contracts with Butler Transit Authority may be used to provide transit services additional to those provided in this Purchase of Service Contract.

- 43) **PA Inspections** – Contractor shall be responsible for the ensuring that the required Pennsylvania Motor Vehicle Inspection, and authorization or certificate of operation that may be required by the Pennsylvania Public Utilities Commission or other regulatory agency is completed timely. The required Pennsylvania Motor Vehicle Inspection for Butler Transit Authority owned vehicles must be conducted by a Motor Vehicle Inspection facility property licensed to conduct inspections on the type of vehicle requiring inspection. All documentation supplied by the inspection facility shall be kept with the appropriate vehicle file, including brake lining readings, tire tread depths, glass-glazing findings, wheel alignment measurements and any other findings recorded during an inspection.
- 44) **Vehicle Registration** – Butler Transit Authority will provide license plates and registration cards for Butler Transit Authority vehicles.
- 45) **Return of Vehicles and Equipment** – Upon termination of this Contract, the Contractor shall return all BTA-owned vehicles and equipment to Butler Transit Authority ready for use, with no deferred maintenance or damage. The following procedure shall be used to determine the condition of Butler Transit Authority vehicles and equipment prior to any change in Contractors or, at Butler Transit Authority’s option, prior to the beginning of any new contract with an existing Contractor:
- a) Authorized representatives of the current Contractor, the successful bidder, and Butler Transit Authority shall meet at least thirty (30) days prior to the expiration of the contract to conduct an audit. At this time, the parties shall examine every bus and all equipment to determine its current condition. The audit shall be conducted at the Operations and Maintenance Facility described herein. The Contractor shall also make available to Butler Transit Authority all preventative maintenance

inspection records, daily driver inspections, oil analysis test results, and other records as appropriate. Contractor shall fully cooperate with this audit.

- b) After the audit, the Contractor and Butler Transit Authority shall meet to determine a plan and timeline for resolution of defects found during the audit. The Contractor shall furnish Butler Transit Authority with a timeline and a specific plan for resolution of deferred maintenance prior to the expiration of the Contract.
 - c) A second audit shall be conducted within five (5) days of Contract expiration to re-examine every bus and to review work performed since the initial inspection. Records shall be kept and made available to Butler Transit Authority documenting items that have been repaired since the initial audit.
 - d) In the event that the Contractor returns Butler Transit Authority vehicles and equipment to Butler Transit Authority with deferred maintenance or damage, Butler Transit Authority shall determine the cost to correct such deficiencies and shall withhold said amount from the Contractor's final payment. Butler Transit Authority may, at its sole discretion, use withheld funds to correct and resolve deferred maintenance and damage as necessary to bring the vehicles or equipment into compliance with acceptable standards for transfer to the new Contractor.
- 46) **Operations and Maintenance Facility** – BTA will provide maintenance and storage facilities, to be utilized for the proper maintenance and storage of the Leased Vehicles of BTA, at BTA's Facility at 130 Hollywood Drive, Butler, PA. The facilities provided by BTA are for the storage and maintenance of BTA vehicles only. If Contractor stores, or directs to be stored, a vehicle used for transportation of employees to and from the terminal, Contractor undertakes the sole risk and liability for any damage or injury caused by or to Contractor's vehicle.
- a) BTA will provide an office for the General Manager and the Maintenance Manager at BTA's current facility.
 - b) BTA will provide an internet line for the Contractor.
 - c) BTA will be responsible for the utility costs at the Operations and Maintenance Facility.
 - d) BTA will provide the current office furniture to the Contractor.
 - e) The Contractor will be given the opportunity to conduct a walk through of the facility and premises in advance of the start of services. At such time, Contractor and BTA will note any existing issues of concern.
 - f) BTA will provide fuel cards for each vehicle, and it is the responsibility of the Contractor to develop procedures for

safeguarding the cards and card usage. The fuel cards are to be used only to fuel BTA vehicles, and only for fuel that is used in the delivery of services pursuant to this contract. Butler Transit Authority reserves the right to change fuel card vendors throughout the Contract, with no advance warning to Contractor.

- g) BTA will not pay fuel costs of support vehicles.
- h) During the Agreement Term, and any extension thereof, Contractor shall be responsible for the proper handling, use, storage, and disposal of all waste oil, antifreeze and hazardous materials produced at the BTA facility, and shall comply with all applicable Federal, State, and local laws and regulations related thereto. In this Section, the term "hazardous materials" includes all materials, products, waste, substances, chemicals, etc., identified as "hazardous" by federal, state, or local agencies and/or authorities. It is the responsibility of the Contractor to familiarize itself with the referenced laws and regulations concerning the storage and disposal of hazardous materials.
- i) Contractor, in its operations under the Contract, is required to comply with all DEP, EPA, OSHA, or other governmental regulations and is liable and responsible for any fines or penalties imposed for failing to do so.
- j) Contractor is not responsible for any preventative and ongoing maintenance for the facility provided by BTA. BTA will be responsible for general building maintenance, including cleaning and snow removal.
- k) Any existing issues of environmental concern will be noted by the Contractor and BTA during the initial walk-through of the facility and premises. The Contractor will not be responsible for remediating any existing environmental issues or concerns.

47) **Independent Contractor** – It is agreed that the Contractor is, and will remain in all respects, an independent Contractor and not the agent or servant of Butler Transit Authority. It is further agreed that Butler Transit Authority neither has, nor shall have in the future, the power to hire or fire employees of the Contractor, nor control the actions of the employees of the Contractor. The Contractor attests that it is operated under the laws of the Commonwealth of Pennsylvania to carry out activities as an independent Contractor. The Contractor agrees to hire and pay employees, and shall make all necessary payroll deductions and payments to federal, state, and local governments, and shall make provisions for Workers' Compensation where it is required.

48) **General Qualifications** - For the purposes of this Contract and interpretation thereof, it is agreed that public transportation is an unusual and specialized function. It is the essence of this Contract that the passengers be transported regularly, promptly, safely and without interruption or incident. It shall be a

primary obligation of the Contractor to operate its affairs so that Butler Transit Authority will be assured of this continuous and reliable service. It is recognized that for the protection of the public, vehicle operators must be of stable personality and of the highest moral character. Butler Transit Authority places upon the Contractor and the Contractor agrees to accept the full responsibility of assuring such qualities in personnel. The Contractor agrees that it will not knowingly allow any person to operate a bus whose moral character is not of the highest level, or whose conduct might in any way expose the public to any impropriety of word or conduct whatsoever, nor shall the Contractor allow any person to drive a bus who is not at that time in a condition of mental and emotional stability and physically competent. The responsibility for hiring and discharging personnel with respect to all of the foregoing shall rest entirely upon the Contractor. However, in the event that BTA is made aware of an issue of concern with the Contractor's personnel, BTA shall make the concern known to the Contractor, and the Contractor shall promptly take any action necessary to address the concern.

49) **Management and Supervision** – The overall management and daily supervision of transportation services provided by the Contractor shall be the responsibility of the Contractor. The Contractor shall:

- a) Designate and provide the services of a full-time General Manager who shall provide overall management and supervision of the services to be provided under the terms of this Contract. The General Manager shall have a minimum of eight (8) years in public transportation operations, including at least five (5) years of supervisory experience. The General Manager shall work cooperatively with Butler Transit Authority in matters relating to service quality, provide operational and other data, respond to comments from passengers and the general public, and respond to specific requests for other assistance as the need arises.

The office of the General Manager shall be physically located at the facility where the Contractor will operate transportation services and maintain vehicles, or at a location within five miles of 130 Hollywood Dr. Butler, PA. At all times, the General Manager, or a supervisor designated to act for the General Manager, shall be available by telephone or in person to make decisions regarding day-to-day operations, and shall be authorized to act on behalf of the Contractor regarding all matters pertaining to the transportation services provided under this Contract.

The Contractor shall assure Butler Transit Authority that the General Manager designated for this project will not be replaced without notifying Butler Transit Authority in writing at least ten (10) working days in advance, where such notification is reasonably possible. Should the Contractor replace the General Manager, or the services of the General Manager become unavailable to the Contractor, the resume and qualifications of the proposed replacement shall be submitted to Butler Transit Authority for review as soon as possible, but in no event later than ten (10) working days prior to the departure of the incumbent General Manager, unless the Contractor is not provided with such notice by the departing employee. Butler Transit Authority shall verify that the

proposed replacement General Manager meets Butler Transit Authority's minimum requirements, and shall notify the Contractor of its acceptance or concerns within three (3) working days following receipt of the resume and qualifications.

- b) Designate and provide the services of a qualified full-time Maintenance Manager who shall be responsible for the maintenance of Butler Transit Authority vehicles and Equipment, including preventative maintenance scheduling, repair supervision, technical training and other activities as may be necessary to ensure the performance of the Contractor's maintenance duties and responsibilities. The Maintenance Manager shall have:
 - i) A minimum of five (5) years of experience in managing the maintenance function of a diesel bus shop similar in size and complexity to the services herein described; and
 - ii) A minimum of five (5) years journeyman-level experience with large and small diesel bus engines, air conditioning systems and wheelchair lifts. This experience shall include work on full-sized diesel transit coaches; and
 - iii) Experience supervising the work of other maintenance personnel.

The Contractor shall assure Butler Transit Authority that the Maintenance Manager designated for this project will not be replaced without notifying Butler Transit Authority in writing at least ten (10) working days in advance, where such notification is reasonably possible. Should the Contractor replace the Maintenance Manager, or the services of the Maintenance Manager become unavailable to the Contractor, the resume and qualifications of the proposed replacement shall be submitted to Butler Transit Authority for review as soon as possible, but in no event later than ten (10) working days prior to the departure of the incumbent Maintenance Manager unless the Contractor is not provided with such notice by the departing employee. Butler Transit Authority shall verify that the proposed replacement Maintenance Manager meets Butler Transit Authority's minimum requirements and notify the Contractor of its acceptance or concerns within three (3) working days following receipt of the resume and qualifications.

- c) Provide other supervisory personnel necessary to monitor bus operators, adherence to the route schedules, and general operations to ensure that quality transportation services are provided. The Contractor shall provide adequate street supervision during all times that buses are operating throughout the service area. Contractor shall have sufficient supervisory personnel to respond promptly to accidents, vehicle problems and other incidents.

- 50) **Key Personnel** – The Contractor's General Manager, Maintenance Manager and Safety and Security Director are considered to be essential to the work being performed under this Contract. Prior to assigning any of these individuals to

duties unrelated to the work and services to be provided under this Contract, the Contractor shall notify Butler Transit Authority in advance and submit justification and proposed substitutions in sufficient detail to permit evaluation of the impact on the services provided under this Contract, and to determine if the proposed substitutions meet Butler Transit Authority's minimum qualifications. The Contractor shall also have in place a Safety and Security Program, approved by Butler Transit Authority.

Further, Contractor shall have enough trained support staff to ensure the provision of quality fixed route and maintenance related services, as well as data collection and reporting.

51) **Minimum Requirements for Vehicle Operators** – All Contractor employees, including vehicle operators, maintenance personnel, supervisory and management personnel, that operate any vehicle in performing any and all services on behalf of Butler Transit Authority under this Contract shall:

- a) Possess the proper Commercial Driver's License (CDL) required by the Commonwealth of Pennsylvania to operate such vehicle. The CDL shall be Class B with a "P" endorsement. No "L" restrictions, prohibiting the operation of air brake equipped vehicles, are permitted on any CDL license. Vehicle operators shall not be permitted to have licenses in more than one state. All vehicle operators shall notify the Contractor of any suspensions, revocations or cancellations of their license and/or more than one license or his license has been suspended, revoked or canceled, and that information shall be immediately conveyed to the Butler Transit Authority;
- b) Pass a U.S. Department of Transportation physical examination prior to the initiation of this Contract and every two (2) years thereafter, including pre-employment and drug and alcohol testing;
- c) Have never been convicted of a felony at any time;
- d) Have not been convicted of a misdemeanor involving theft or dishonesty in the preceding ten (10) years;
- e) Not be allowed to drive a vehicle and transport passengers under 18 years of age if they have a record noting that a claim, or claims, of child abuse was "indicated" or "founded;"
- f) Be suspended from transporting passengers if charged with a felony or a misdemeanor involving theft or dishonesty, pending the outcome of the criminal case;
- g) Not be addicted to the use of alcohol or controlled substances. In the event that a member of Contractor's personnel identifies a past or current struggle with drug or alcohol addiction, they shall participate in a substance abuse program as required by federal, state and local law and Butler Transit Authority policy. Any employee of Contractor who tests positive for controlled substances or alcohol at any point while operating a

BTA vehicle or while working in a BTA facility shall be immediately terminated by Contractor and shall be prohibited from all BTA facilities and property permanently;

- h) Be able to read, speak and understand the English language;
- i) Be permanently prohibited from driving a vehicle on behalf of Butler Transit Authority if one or more of the following exists in the driver's or applicant's personal or professional driving background:
 - i) Two or more accidents that were, or could have been, charged as traffic violations in the last three (3) years;
 - ii) One or more Type A violations in the last five (5) years. Type A violations are:
 - 1) Driving while intoxicated;
 - 2) Driving under the influence of drugs;
 - 3) Negligent homicide arising out of the use of a motor vehicle;
 - 4) Operating during a period of suspension or revocation;
 - 5) Using a motor vehicle for the commission of a felony;
 - 6) Aggravated assault with a motor vehicle;
 - 7) Operating a motor vehicle without owner's permission;
 - 8) Reckless driving and speed contest; and
 - 9) Hit and run driving
 - iii) Any combination of chargeable accidents and Type B violations that total four (4) or more in the last five (5) years. Type B violations are defined as any and all moving violations not listed as Type A violations. By way of example, a driver with three unspecified Type B violations and one Type A violation is prohibited under this subsection.

52) **Training Requirements for Vehicle Operators** – Contractor shall develop, implement and maintain a formal training and retraining program for vehicle operators that meets the following minimum requirements.

- a) **Initial Training and Orientation** – Prior to permitting any employee to operate a bus in revenue service, the Contractor shall adequately provide orientation and training, including but not limited to, vehicle orientation, safe bus operation, passenger relations, fare collection, route and schedule orientation, on-time performance, completion of required reports, use of cellular phones and other communications equipment, accident/emergency procedures, ADA requirements, Title VI, fatigue awareness, drug and alcohol, drug free workplace, safety and security, emergency preparedness and any training procedures and laws, regulations or policies identified by the Butler Transit Authority, Pennsylvania or Federal law. The following minimum requirements shall be met:

- i) Each operator, either full-time or part-time, shall receive approximately eighty (80) hours of training. This requirement may be reduced to approximately forty (40) hours of formal training for any person for whom the Contractor provides written documentation of both one (1) years' experience as an operator for the Contractor or experience and training with other transportation systems, including other public transit agencies or school bus systems may be used to meet part of the reduced training requirement;
 - ii) The required eighty (80) hour training period shall include an eight (8) hour National Safety Council Defensive Driving Course or equivalent. Operator shall have satisfactory scores with regard to completion of this course;
 - iii) The required training period shall include driving time with a supervisor or senior vehicle operator that includes at least two roundtrips on each route. Each operator shall operate each type of bus operated by the Contractor in fixed route service during his or her training.
 - iv) The Contractor shall distribute to, and review with every vehicle operator, the Operations Manual prior to permitting the vehicle operators to drive in revenue service of Butler Transit Authority. Butler Transit Authority reserves the right to revise the Operations Manual throughout the term of this Contract. Contractor shall review any revisions to the Operations Manual with all vehicle operators immediately after any revision is issued by Butler Transit Authority, and shall acknowledge the same to the Butler Transit Authority;
 - v) The Contractor shall certify in writing, by name, each individual vehicle operator who has satisfactorily completed all requirements and training courses, and such certification must be submitted prior to allowing that individual operator to operate a bus in revenue service. All operator credentials, including all clearances, MVR, criminal & child abuse background check, copy of CDL, a copy of required DOT medical card and the Vehicle Operator Training report with copies of the above referenced materials, must be kept on file at Contractor's office and be available for inspection upon request;
 - vi) Between one and three vehicles will be made available to an incoming contractor to perform training during the startup period, based upon availability when vehicles are not in service or under maintenance.
- b) Continuing Training – The Contractor shall provide ongoing continuing training courses for all vehicle operators, and the training courses must meet the following minimum requirements:

- i) The Contractor shall hold, at a minimum, four (4) training sessions per year for all full-time and part-time vehicle operators. Each of these training sessions shall be for a minimum of two (2) hours. Operators shall receive refresher training in the areas of passenger relations, operating procedures, fatigue awareness, drug and alcohol, drug free workplace, safety and security, emergency preparedness, Title VI, ADA, and equipment updating at these sessions. Operators are required to attend all four (4) of these sessions each year for a minimum of eight (8) hours of refresher training annually. The Contractor shall submit a training session outline, in advance, to Butler Transit Authority. The Contractor agrees to notify all vehicle operators of their obligation to attend such training sessions, and shall require their attendance at all training programs. Butler Transit Authority may also, from time to time, sponsor training sessions for bus operators. BTA-sponsored training may be substituted for the Contractor's training session.
- ii) Each operator shall receive an on-board evaluation annually, conducted by a trainer or qualified supervisor.
- iii) Contractor shall retrain operators in any of the above areas, as needed, due to unsatisfactory performance.
- iv) Training reports shall be provided to Butler Transit Authority detailing training activities, on-board evaluations conducted and a list of those in attendance after each training session.
- v) At the discretion of Butler Transit Authority, training may be scheduled and provided by Butler Transit Authority or an outside consultant. The Contractor is responsible for the cost of the training programs, which cost is not to exceed \$1500.00 per year.

53) **Minimum Requirements for Maintenance Personnel** – All maintenance personnel assigned to work on BTA- owned vehicles shall have:

- a) A thorough knowledge of diesel and CNG engines, automatic transmissions, electronic engine and transmission diagnostic equipment and systems, air brake systems, air conditioning systems, electrical systems, vehicle chassis and bodies, and related bus mechanical systems and equipment;
- b) Knowledge of the general methods and procedures used in servicing and repairing mechanical equipment, including the use of tools, precision instruments, and equipment used in the general repair and maintenance of vehicles and equipment provided by Butler Transit Authority;
- c) An understanding of decimals, fractions and calculations related to vehicle maintenance;

- d) Knowledge of specialized bus systems and equipment, including wheelchair lifts and wheelchair tie-down systems, electronic fare boxes, Avail system and electronic destination signs;
 - k) The skills and experience necessary to conduct preventative maintenance inspections and complete associated paperwork;
 - l) The ability, skill, and experience to inspect and diagnose problems, and repair Butler Transit Authority vehicles and equipment, including the general and specialized bus components and systems; and
 - g) All persons who operate a Butler Transit Authority vehicle, either in service, on the road without being in revenue service or in the yard must have a CDL Class B license with an airbrake endorsement.
- 54) **Training Requirements for Maintenance Personnel** – The Contractor agrees that only properly-trained mechanics will be used by the Contractor to maintain and service the vehicles. The Contractor shall provide technical training for all maintenance personnel necessary to ensure a consistent level of current knowledge in the maintenance and repair of the vehicles and equipment listed in Exhibit C including air conditioning systems, wheelchair lifts and other ancillary equipment. It is further agreed that Butler Transit Authority may require Contractor maintenance personnel to receive training in the proper care of all new or replacement BTA-owned vehicles and equipment, as well as program and policy training such as Title VI, ADA, safety, security, drug and alcohol, etc.
- a) Contractor shall ensure that all appropriate maintenance personnel receive training classes on warranty procedures for the Revenue and Non- Revenue Vehicles, as well as all systems, components and subcomponents thereof.
 - b) Further, Contractor shall provide ongoing training for all maintenance personnel such as ASE (Automotive Service Excellence) certification preparation training or Butler Transit Authority approved equal, all vendor provided training, maintenance safety training and ongoing training, which includes, at a minimum, the following training and any other training Butler Transit Authority may feel appropriate:
 - i. Brake Inspection Certification training
 - ii. Electromagnetic braking systems (brake retarder) training
 - iii. Wheelchair lift manufacturers' training
 - iv. Fare collection device training
 - v. Electronic head sign training
 - vi. AVAIL Automatic Vehicle Location training
 - vii. Hazmat and storm water training
 - viii. Alternative fuel system training
 - ix. HVAC training
 - x. OSHA & DOT compliance, health and safety training
 - xi. Hazardous waste operations and emergency response training
 - xii. Lockout/tagout training
 - xiii. Material handling and storage requirements training
 - xiv. Vehicle drive train training

- xv. Vehicle Electrical system training
- xvi. All training included with the manufacturers' warranties and vehicle vendor-offered training for proper bus maintenance.

- 55) **Disciplinary Action Policy** – The Contractor is expected to develop, and submit to Butler Transit Authority for approval, a Disciplinary Action Policy, which indicates what steps will be taken in the event of unsatisfactory performance by its employees.
- 56) **Removal of Employees** – Promptly upon the written demand of Butler Transit Authority, Contractor shall remove from activities associated with this Contract any employees whom Butler Transit Authority considers unsuitable for such work based on previously identified requirements and/or deficiencies.
- 57) **ERISA** – The Contractor shall comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended, with respect to each of its employee benefit plans. The Contractor shall supply Butler Transit Authority with such information concerning the status of each of the Contractor's employee benefit plans, as Butler Transit Authority shall reasonably request.
- 58) **Labor Disputes** – If the Contractor has knowledge that any actual or potential labor dispute is delaying, or threatens to delay, the timely performance of this Contract, the Contractor shall immediately give notice, including all relevant information, to Butler Transit Authority.
- 59) **Equal Employment Opportunity**- The Contractor shall develop and implement Equal Employment Opportunity and Affirmative Action Programs as required by Federal, state and local law.
- 60) **Personnel Reporting Requirements** – The Contractor shall provide Butler Transit Authority with the following information and records concerning Contractor personnel:
 - a) A list of all vehicle operators, including maintenance and supervisory personnel, who will operate any vehicle while providing fixed-route, special or other service on behalf of Butler Transit Authority. This list shall include the name, address, date of hire, date of birth, copies of the Pennsylvania Department of Transportation Bureau of Motor Vehicles Class CDL license number, expiration date and restrictions, MVR / Criminal Record / Child Abuse History checks, and Motor Vehicle Records and clearances. Contractor further agrees to provide Butler Transit Authority with a list, including any updates thereto during the term of this Agreement, as well as prior to the start-up of service. This information shall be submitted no later than 10 working days prior to the effective date of this Contract. The Contractor further agrees to provide Butler Transit Authority with an updated list of Contractor's vehicle operators if such personnel change during the term of this contract. Changes shall be submitted with the Contractor's monthly invoice.
 - b) The Contractor shall request a Criminal Record Check from the Pennsylvania State Police prior to the employment, and at the beginning of each contract

period, for any person who drives a vehicle and transports passengers on behalf of Butler Transit Authority. The Contractor shall provide Butler Transit Authority with a list of the Contractor's employees who have driven, or will drive, a vehicle and transports passengers on behalf of Butler Transit Authority and a copy of the Criminal Record Check for each employee on the list. This information shall be submitted no later than 10 working days prior to the effective date of this Contract. The Contractor shall submit to Butler Transit Authority an updated list and copies of Criminal Record Checks, if applicable, with the Contractor's monthly invoice.

- c) The Contractor shall request a Pennsylvania Child Abuse History Clearance from the Childline and Abuse Registry, Pennsylvania Department of Public Welfare, prior to employment, and at the beginning of each contract period, for any person who drives a vehicle and transports passengers on behalf of Butler Transit Authority. The Contractor shall provide Butler Transit Authority with a list of Contractor's employees who have driven, or will drive, a vehicle and transport passengers on behalf of Butler Transit Authority and a copy of the Child Abuse History clearance for each employee on the list. This information shall be submitted no later than 10 working days prior to the effective date of this Contract. The Contractor shall submit to Butler Transit Authority an updated list and copies of Child Abuse History Clearance, if applicable, with the Contractor's monthly invoice.
 - d) The Contractor, as part of a pre-hiring qualification procedure for vehicle operators, shall verify the accident/violation record of the applicant. The Contractor shall also check the motor vehicle records of all employees who operate vehicles at the beginning of the contract period, and every six months thereafter, to ensure that all vehicle operators continue to remain eligible to operate vehicles under this Contract. The Contractor shall provide Butler Transit Authority with a copy of all motor vehicle records. This information shall be submitted no later than 10 working days prior to the effective date of this Contract. The Contractor further agrees to provide Butler Transit Authority with an updated list of Contractor vehicle operators, if such personnel change during the term of this Contract. Changes shall be submitted with the Contractor's monthly invoice.
 - e) The Contractor shall have in place a policy for its employees to report driver's license violations as well as child abuse and a procedure to randomly and/or periodically check for compliance.
- 61) **Confidentiality** – No information or records on Contractor employees will be released by Butler Transit Authority without the written approval of the employee, unless required by a court order or subpoena.
- 62) **Transit Employee Protective Provisions** – The Contractor agrees to carry out the work under this Contract in compliance with the terms and conditions determined by the United States Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. Section 5333(b), the United States Department of Labor Guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of

certification from the United States Department of Labor to the Federal Transit Administration applicable to Butler Transit Authority's projects from which federal assistance is provided to support the work under this Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that United States Department of Labor letter. Past and current federally funded projects have been certified by the United States Department of Labor by incorporating the Section 13(c) (now Section 5333(b)) Agreement, attached to this Contract as Exhibit F, into Butler Transit Authority's grant agreements with the Federal Transit Administration. Butler Transit Authority anticipates that future certification letters required throughout the term of this Contract will also incorporate this agreement. In addition, the Contractor will cooperate fully in any negotiation by Butler Transit Authority, and will take all such other action reasonably requested by Butler Transit Authority, in connection with obtaining any other Section 5333(b) certifications during the term of the Contract, and will abide by and carry out all obligations and duties imposed on Butler Transit Authority by such other certifications.

This Contract may also be financed in part with federal assistance authorized by 49 U.S.C. Section 5311. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-Urbanized Area Program agreed to by the United States Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by the United States Department of Labor or any revision thereto.

The Contract may also be financed in part with federal assistance authorized by 49 U.S.C. Section 5311. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-Urbanized Area Program agreed to by the United States Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by the United States Department of Labor or any revision thereto.

The Contractor will be financially and administratively responsible for, and will indemnify, defend and hold harmless Butler Transit Authority from and against, any losses, liabilities, claims and expenses (including, without limitation, any reasonable attorneys' fees) incurred by Butler Transit Authority to the extent arising from Contractor's violation or non-compliance with any Section 5333(b) certifications covered by this paragraph.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by the Federal Transit Administration.

- 63) **Safety and Security Program** – The Contractor shall assume full responsibility for assuring the safety of passengers, personnel, and members of the public, and for assuring that Butler Transit Authority's vehicles and Equipment are maintained at the highest possible level throughout the term of this Contract. In this regard, the Contractor shall develop and implement an ongoing comprehensive safety and security program. The program must meet all applicable federal, state, and local regulations. The safety program shall be submitted to Butler Transit Authority for approval thirty (30) days prior to beginning service under this Contract. The Contractor shall require all vehicle

operators, supervisors, dispatchers, mechanics, and managers to participate in the safety program. The subcontractor shall employ a Safety and Security Director to oversee the safety program. The safety program shall address the following:

- a) Safety Review and Accident Prevention – The program shall include provisions to regularly review all aspects of the operation to ensure that the service being provided meets the highest level of safety standards. This shall include audits of vehicles, accident prevention programs, safety meetings, and follow-up of findings. Also, as required by PennDOT to further ensure safety of drivers and passengers, each transit driver must receive periodic fatigue-awareness training and a record of driver hours worked must be maintained for five (5) consecutive years and include driver's name, shift date, shift start and end times, and drive (revenue service) start and end times.
- b) Emergency Preparation – The Contractor shall develop procedures and provide training programs to address all types of emergency situations including, but not limited to, accidents, crime/security incidents, and inclement weather.
- c) Accident /Incident Response and Reporting – The Contractor shall develop and implement procedures to respond to and report all accidents and incidents including, but not limited to, vehicle accidents, passenger injuries, disturbances on buses, employee injuries, and lift failures on in-service buses. All traffic accidents involving Butler Transit Authority vehicles are to be reported within one hour to the appropriate police unit, as well as Butler Transit Authority. All reports and incident responses must be filed with Butler Transit Authority within 24 hours. A record of each accident or incident must be maintained for five (5) consecutive years and include time and any causal factor(s) and must include other requirements for accident reporting contained in 49 CFR 390.15(b). Contractor is also required to report all major mechanical failures and other mechanical failures as part of their monthly report/invoice.
- d) Accident Investigation, Rating and Follow-up – The Contractor shall develop procedures to investigate, review and rate each accident to determine if the accident could have been prevented utilizing the National Safety Council definition of preventability. In addition, this review shall establish the need for any corrective training, operating guideline revision, or maintenance procedure revision. A schedule for implementing recommended changes and improvements shall be developed, as necessary, along with documentation that changes have actually been made.
- e) ADA Requirements – The Contractor's safety program shall include provisions for meeting the Americans with Disabilities Act (ADA) public transit requirements, including policies, regulations and training of all bus operators in the safe use of all ADA bus equipment. Requirements shall include the operation of the wheelchair lift Equipment, wheelchair tie-down procedures, wheelchair lift standee policies, operation of the bus

kneeling feature, use of the public-address system, boarding and securing of mobility devices, service animal regulations, and disability awareness training.

- f) Drug and Alcohol Testing Program – The Contractor agrees to establish and implement a Drug and Alcohol Testing Program that complies with 49 CFR Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or Butler Transit Authority, to inspect the facilities and records associated with the implementation of the Drug and Alcohol Testing Program as required under 49 CFR Part 655 and review the testing process. The Contractor shall submit a written drug and alcohol testing policy along with detailed procedures for implementing this policy including the identification of any third-party administrator and work such an administrator will perform on behalf of the Contractor for review and approval of Butler Transit Authority thirty (30) days prior to beginning service under this contract and thirty (30) days prior to the effective date of any revision to the Contractor's policy. The Contractor agrees further to certify annually its compliance with Part 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to Butler Transit Authority. To certify compliance, the Contractor shall use the Substance Abuse Certifications in the Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements, which are published annually in the Federal Register. The Contractor shall include procedures for post-accident testing as required by United States Department of Transportation regulations in the safety program.

The Contractor will be financially and administratively responsible for, and will indemnify, defend and hold harmless Butler Transit Authority from and against, any losses, liabilities, claims and expenses (including, without limitation, any reasonable attorneys' fees) incurred by Butler Transit Authority to the extent arising from Contractor's violation or non-compliance with any certifications covered by this paragraph.

- g) Security Program – The Contractor agrees to establish a security program that addresses facility, vehicle, passenger, employee and revenue security as well as, security awareness and response.
- h) Fatigue Policy and Monitoring Procedures – As per FTA and PENNDOT guidelines.
- i) Bus Safety Program – The Contractor agrees to have a bus safety program consistent with Safety Management System (SMS) principles. During the term of the contract, it is expected that the FTA and/or PennDOT will issue requirements and/or recommendations for SMS bus safety program. The Contractor agrees to update its program to comply with requirements and recommendations.

- 64) **Advertising, Media Inquiries and Promotion** – Butler Transit Authority shall be the official source for the issuance of all press releases and the handling of all marketing activities. Butler Transit Authority shall respond to all media inquiries. All media inquiries received by the Contractor shall be referred to Butler Transit Authority’s Executive Director.
- 65) **Communication with Vehicle Operators** – Butler Transit Authority shall have the right, through its authorized representatives, to communicate directly with the Contractor’s vehicle operators either personally, by cellular phone, or by radio during hours of bus service operation, to obtain general operational information, including but not limited to: passenger loads, location of bus, passenger complaints, emergency situations, general road or weather conditions, on-time performance, and lost and found items.
- 66) **Service Planning and Administration** – Butler Transit Authority is responsible for all planning activities relative to Butler Transit Authority routes, schedules, days and hours of operations, bus stop locations, location of bus stop improvements, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.
- 67) **Vehicles, Equipment and Tools** – Butler Transit Authority shall lease to the Contractor the vehicles, equipment, and tools listed in Exhibit C. The Contractor agrees that all items listed in Exhibit C shall be used only for activity directly related to the transportation services covered by this Contract.
- 68) **Schedules, Passes and Tickets** – Butler Transit Authority shall prepare, print, and provide to Contractor all schedules, passes, tickets, tokens, and like materials. Contractor shall distribute and disseminate such materials in accordance with the provisions of this Contract and any directions supplemental thereto provided by Butler Transit Authority.
- 69) **Fareboxes and Farebox Parts** – Butler Transit Authority shall provide mechanical or electronic registering fareboxes on all BTA-owned vehicles. Butler Transit Authority shall assist the Contractor in securing parts for repairing fare boxes. Butler Transit Authority shall be responsible for the cost of all farebox parts needed to keep the fareboxes in proper working order in accordance with the farebox manufacturer’s recommendations and requirements. Contractor agrees to monitor and document the fare collection system to ensure that the fareboxes are functioning properly and that the cash vaults (internal cash box) are replaced daily to ensure accuracy in fare reconciliation by route and day.
- a. It is critical that all portions of the fare collection system are working properly for reporting and customer service purposes.
 - b. If Contractor must place a vehicle in service that does not have a fully functioning farebox, Contractor must abide by a policy approved by Butler Transit Authority for the collection of fares.
 - c. Contractor will, when requested by Butler Transit Authority or when it is necessary and approved by Butler Transit Authority, be responsible for the moving of fareboxes from one vehicle to another during vehicle retirement or when the need arises to exchange the farebox for repairs.

- 70) **Electronic Destination Signs and AVAIL/AVL Equipment** – Butler Transit Authority shall be responsible for programming the electronic destination signs, and for purchasing new curtains for manual destination signs that must be replaced due to route name or number changes. Butler Transit Authority and the Contractor shall work together to ensure the AVL equipment is functioning properly. The Contractor is required to document all issues and problems with the equipment. Butler Transit Authority shall be responsible for the purchase of all spare parts and will pay for repairs required to be performed by a third party, unless the repair was caused in part or entirely by the Contractor. The Contractor is responsible for the cost associated with all minor repairs, preventative maintenance, software updates and troubleshooting. All repairs and maintenance shall be performed in accordance with the manufacture’s recommendations and requirements.
- 71) **Notification** – Butler Transit Authority shall make a reasonable effort to notify Contractor in advance of any road closures, detours, parades or other such events under Butler Transit Authority jurisdiction that may interfere with Butler Transit Authority operations or require deviations from established routes or schedules.
- 72) **Communications System** – Butler Transit Authority shall equip all revenue vehicles with radio communication equipment or otherwise provide communication equipment for use in revenue vehicles. Butler Transit Authority shall be responsible for the purchase of all spare parts and will pay for repairs required to be performed by a third party, unless the repair was caused wholly or in part by the Contractor. The Contractor is responsible for all minor repairs, preventative maintenance, software updates and troubleshooting. All repairs and maintenance shall be performed in accordance with the manufacture’s recommendations and requirements.
- 73) **Bus Advertising** – Butler Transit Authority reserves the right to use and/or sell the interior and exterior advertising space on and in Butler Transit Authority’s vehicles. The Contractor shall cooperate with Butler Transit Authority and its advertising contractor in installing and removing advertising from Butler Transit Authority’s vehicles.
- 74) **Special Identification Cards and Passes** – Butler Transit Authority shall issue all Senior Citizen, Disabled Half Fare, other identification cards and Complementary Ride Tickets to qualified passengers. The Contractor agrees to honor such identification cards and passes as directed by Butler Transit Authority.
- 75) **Performance Standards** – The Contractor shall perform all transit services required by the Contract according to the performance standards set forth below. The performance standards shall apply to both the fixed-route and special services. Failure by the Contractor to meet these standards may result in Butler Transit Authority assessing an appropriate liquidated damage amount for each incident of non-compliance. Where liquidated damages are provided in this Section, it is agreed that the liquidated damages are necessary due to the anticipated difficulty in determining an actual damage amount associated with the specified noncompliance or breach. It is specifically agreed by the Parties to this

Contract that all referenced amounts of liquidated damages are reasonable amounts in light of the damage that would result in the event of the below-described breaches.

- a) Vehicle Maintenance Standards – Butler Transit Authority’s maintenance requirements do not refer solely to the task of performing normal preventative maintenance tasks on a specified schedule, but rather the requirement that the task is done well and that the operation of the bus and all Equipment on board the bus is operable and reliable when in-service. The Contractor is responsible for performing the following maintenance on a bus-by-bus basis:
- i) Completing all preventative maintenance inspections within 1,000 miles (plus or minus 10%) of the scheduled mileage interval;
 - ii) Making timely repairs to vehicles as soon as possible after problems are identified. Vehicles shall not be out of service for extended lengths of time due to routine mechanical breakdowns. The Contractor shall inform Butler Transit Authority of any vehicle that has been out of service for more than fourteen (14) days and present a plan for timely repairing the vehicle for Butler Transit Authority’s review;
 - iii) Maintaining the heating and air conditioning systems so that they are fully operable at all times to assure that the interior bus temperature is comfortable for passengers regardless of weather conditions;
 - iv) Repairing major vehicle body damage (interior or exterior) within twenty-one (21) days of occurrence.
 - v) Repairing minor vehicle body damage (interior or exterior) such as scratches or damage to decals within sixty (60) days of occurrence;
 - vi) Replacing or repairing seat damage within forty-eight (48) hours of occurrence;
 - vii) Repairing ADA required equipment within forty-eight (48) hours of occurrence. This equipment includes:
 - (1) Public address (PA system);
 - (2) Destination sign;
 - (3) Stop Request sign;
 - (4) Passenger pull cord, signal tape, or buttons;
 - (5) Wheelchair lift equipment;
 - (6) Wheelchair tie-down and securement equipment; and,
 - (7) Required ADA signage and decals.

- viii) Ensuring that all buses placed in revenue service meet safety standards. This includes the following systems as further detailed in Exhibit D:
 - (1) Brakes;
 - (2) Steering components;
 - (3) Emergency exits/doors/windows;
 - (4) Radio communication equipment; and
 - (5) Other conditions required by federal or state regulations.

- ix. Ensuring that all of the following elements, if applicable to the vehicle, are operational at all times:
 - (1) Video Camera Systems.
 - (2) Destination Signs.
 - (3) Mobile Data Terminals.
 - (4) AVAIL/AVL
 - (5) Fareboxes.

- x. If maintenance is not performed to the standards required by this Contract, Butler Transit Authority reserves the right to have the maintenance performed elsewhere and assess the cost of the maintenance performed elsewhere to the Contractor. The Contractor will receive five (5) working days' written notice of Butler Transit Authority's intention to take such action.

- xi. Continued failure by the Contractor to provide a maintenance program that conforms to the requirements of this Contract in all respects may result in termination of the Contract.

- b) Operating Standards – The following performance requirements apply to the fixed-route bus operations;
 - i) Maintaining on-time performance within zero (0) minutes early and six (6) minutes late of scheduled times;
 - ii) Completing scheduled trips in their entirety. Missed trips are defined as any scheduled revenue trip not operated or any trip that was not completed in its entirety;
 - iii) Operating routes in accordance with the established route stops and schedules (operating according to the correct route, serving all designated stops);
 - iv) Except in emergency situations, the Contractor is required to obtain approval for locations to transfer passengers from one bus to another;
 - v) Ensure that all auxiliary equipment, including fareboxes, cameras, radios and AVL, function properly and that Operators are using the

equipment correctly and, when needed, conducting and reporting troubleshooting initiatives. The Contractor's maintenance and operating employees are expected to troubleshoot the equipment. Minor repairs and adjustments are to be made by the Contractor. The Contractor is required to document issues and repairs in a report and submit the report to Butler Transit Authority promptly.

- a) Vehicle Cleanliness – Contractor shall maintain Butler Transit Authority vehicles in a clean and neat condition at all times. The Contractor is responsible for the following:
 - i) Daily cleaning of the interior of the vehicles;
 - ii) Daily cleaning of the exterior of the vehicles; and
 - iii) Major detailed interior cleaning once per week.

- b) ADA Compliance – Contractor shall meet the ADA requirements. The Contractor is responsible for the following:
 - i. The use of mobility devices to board passengers;
 - ii. Properly boarding passengers who request to stand on the wheelchair lift platform to be lifted into the bus;
 - iii. Properly securing wheelchair passengers in the wheelchair tie-down positions;
 - iv. Making the required announcements of stops on the bus PA system; and,
 - v. Ensuring all bus kneeling features are operational and operators are trained on their proper use.

- c) Safety Requirements – Reporting all passenger or vehicle accidents to Butler Transit Authority as soon as possible, but no later than one (1) hour after the occurrence and following up with required detailed written accident report within three (3) days.

- d) Reporting – Submitting required reports and documentation by the required deadlines as outlined in Exhibit E.

- e) Performance Measures – Contractor shall submit to Butler Transit Authority within fifteen (15) days after the end of each month, a report of the operating statistics for fixed route, special services and maintenance related services. The report must be sent to Butler Transit Authority in an approved format and medium (i.e. Excel Spreadsheet). The operating statistics shall include at least the following:

- i. All measurements and statistics required by the FTA and Act 44 and by Pennsylvania Public Transportation Quality Control and Data Verification dated December 2013 as such document may be amended from time to time.
- ii. Total operating cost
- iii. Total complaints
- iv. Mechanical breakdowns
- v. Number of employee injuries
- vi. Number of passenger injuries
- vii. Number of vehicle accidents
- viii. Number of security incidents
- ix. Number of road calls
- x. Number of major mechanical failures. (A major failure is a failure of a major mechanical or electrical component of a revenue vehicle. A major failure: 1) requires assistance from someone other than the revenue vehicle operator or on-board crew to restore the vehicle to an operating condition, and 2) usually prevents the vehicle from continuing in revenue service due to limited movement or safety concerns. Mechanical failures include, but are not limited to: breakdown of air equipment, brakes, doors, engine cooling system, steering and front axle, rear axle and suspension and torque converters.)
- xi. The following data, by route and day type
 - a) Total vehicle revenue hours
 - b) Total vehicle hours
 - c) Total vehicle revenue miles
 - d) Total vehicle miles
 - e) Number of missed trips
 - f) Number of minutes during which the routes did not operate (missed trips)

76) **Liquidated Damages for Non-Compliance with Performance Standards** – Butler Transit Authority expects the Contractor to meet or exceed the Performance Standards specified in this Contract. Both parties to the Contract agree that, in the event of the breaches and errors below-described, actual damages would be difficult to calculate. To that end, the Parties agree that the amounts described for each breach or error are reasonable estimates of likely damages to be incurred by BTA, and are not penalty provisions or punitive damages. The following liquidated damages may apply if the Performance Standards are not met:

- a) **Liquidated Damages for Vehicle Maintenance:**
 - i) Butler Transit Authority may impose liquidated damages in the amount of fifty cents (\$0.50) for every mile over 1,000 miles (plus or minus 10%) of the scheduled preventative maintenance mileage interval for required maintenance that has not been performed.
 - ii) Liquidated damages in the amount of fifty dollars (\$50) per incident per day may be assessed for each instance in which the

Contractor fails to comply with the following vehicle maintenance specifications of this Contract:

- 1) Repairing major vehicle body damage (interior or exterior) such as scratches or damaged decals within sixty (60) days of occurrence;
- 2) Repairing minor vehicle damage (interior or exterior) such as scratches or damaged decals within sixty (60) days of occurrence;
- 3) Failure to provide a report on any vehicle that has been out of service more than fourteen (14) days;
- 4) Replacing or repairing seat damage within forty-eight (48) hours of occurrence; and
- 5) Repairing ADA required equipment within forty-eight (48) hours of occurrence.
- 6) Assigning vehicles in an equitable manner.

- d) Liquidated Damages with Regard to ADA Compliance – For each instance in which the Contractor fails to comply with the ADA requirements of this Contract, liquidated damages may be assessed at the rate of one hundred and fifty dollars (\$150) per incident.
- e) Liquidated Damages with Regard to Safety Requirements – Liquidated damages may be assessed at the rate of two hundred and fifty dollars (\$250) per occurrence for failure to report an accident involving a Butler Transit Authority-owned vehicle or bus. All accidents, whether preventable or non-preventable, involving a Butler Transit Authority vehicle or bus, must be reported as soon as possible, but no later than one (1) hour after the accident or incident, to the appropriate Butler Transit Authority staff member, followed by a detailed written accident report within three (3) working days. The liquidated damages addressed herein relate solely to the damages likely to be incurred by BTA from a failure to timely report the incident. This section does not limit or in any way release the Contractor from liability for physical damage resulting from the incident.
- f) Liquidated Damages for violations of Reporting Requirements – Liquidated damages in the amount of fifty dollars (\$50) per day shall apply for delay in submitting the Operating Invoice, along with any required supporting documentation, and Contractor's Report on Maintenance Expenses beyond ten (10) days after the end of each month. Butler Transit Authority may not assess this damage if the delay

is determined to be the result of events that are outside the control of the Contractor.

RECORD KEEPING AND REPORTING

- 77) **General Requirements** – The Contractor shall keep all records and data pertinent to the provision of service described in this Contract. The Contractor shall provide:
- a) Financial, operating, and any other data necessary for Butler Transit Authority to accurately complete the National Transit Database Reports and other reports required by the Federal Transit Administration, the Pennsylvania Department of Transportation, and/or other funding agencies;
 - b) All information necessary to submit complete and accurate grant applications, quarterly reports, DBE reports, and other reports that may now or in the future be requested by the Pennsylvania Department of Transportation, the United States Department of Transportation, the Federal Transit Administration, City of Butler and Butler Township, and other governmental bodies and funding sources.
 - c) Information and other data documenting the Contractor's actual cost of providing specific goods and services, including both capital and operating costs. The Contractor shall document and provide the following information to Butler Transit Authority, if requested:
 - i. Financial information necessary to document Pennsylvania Department of Transportation Asset Maintenance costs; and,
 - ii. The Contractor must demonstrate the ability to secure and cross-check all data elements, including safety, security, maintenance.
- 78) **Annual Audit** – The Contractor shall designate a certified public accountant to perform an audit of the Contractor's business conducted under the terms of this Contract. Such an audit shall be completed within forty-five (45) days after the end of each fiscal year of this Contract period, and in a format acceptable to Federal and State funding agencies.
- 79) **Audit and Inspection by Governmental Agencies** – The Contractor understands that the business conducted under the terms of this Contract is subject to audit by the Commonwealth of Pennsylvania and the United States Department of Transportation and their designated representatives at any time during the term of this Contract or at a later date established by the Commonwealth and/or the United States Department of Transportation. Both parties hereby agree to abide by any audit findings in terms of refunds or payments due. Any payments or refunds due by or to the Contractor shall be paid in full within sixty (60) days of the audit findings. If the Contractor is not in agreement with the results of an audit performed by Butler Transit Authority or any funding agency of Butler Transit Authority, the Contractor may appeal to

Butler Transit Authority and the Contractor will be permitted to present its position within forty-five (45) days of the date notice is given by the Contractor of its disagreement. The decision of Butler Transit Authority will be final.

- 80) **Audit Adjustments** – If the Contractor receives permission from the State and Federal funding sources for Butler Transit Authority to pay the Contractor, any disputed items in audit findings, Butler Transit Authority agrees to pay the contractor the amounts so approved by the State and Federal agencies when Butler Transit Authority receives the money from the State and Federal agencies.
- 81) **Records Retention** – All records pertaining to the operation and maintenance, as well as ridership, transfers, fares, expenses and the like, shall be retained by the Contractor for five (5) years after the termination of this Contract and shall be accessible to Butler Transit Authority and duly authorized representatives of Butler Transit Authority, the Pennsylvania Department of Transportation, and the Federal Transit Administration, and any and all local funding agencies.
- 82) **Access to Records** – The following requirements apply to this Contract:
- a) The Contractor agrees to provide Butler Transit Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - b) The Contractor agrees to permit any of the foregoing parties to reproduce, by any means whatsoever or to copy, excerpts and transcriptions as reasonably necessary.
 - c) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until Butler Transit Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
 - d) In compliance with Pennsylvania's Right to Know Law, all information within Contractor's proposal and contained within this contract document or attachments, including financial information of a Contractor, may be provided as a public record to the extent required by law.

- 83) **Costs Included in Rate per Revenue Hour** – The Contractor shall be required to supply and pay for all administrative, operating and maintenance costs including all necessary oil, additives (including D.E.F.), other vehicle fluids, repair parts, tires, preventative maintenance, repairs, body work, labor, insurance, bus washings, storage, maintenance facilities, office space, vehicles and other capital assets not supplied by Butler Transit Authority, and all other expenses for the proper fulfillment of this Contract.
- 84) **Reimbursable Costs** – All costs incurred by the Contractor shall be included in the Contractor’s rate per revenue hour, as specified in the Contract, except that Butler Transit Authority will reimburse the Contractor for the Contractor’s actual cost of the following:
- a) Butler Transit Authority shall reimburse the Contractor for the actual cost of any increase in auto liability insurance coverage, as specified in Section 91(c) of this Contract, if such an increase results from an increase in the number of BTA-owned revenue vehicles leased to the Contractor over and above the number listed in Exhibit C.
 - b) Butler Transit Authority shall reimburse the Contractor for the actual cost of any increase in comprehensive fire, theft, and collision insurance coverage based on a collision and comprehensive deductible of \$10,000 per occurrence, as defined in Section 91(f) of this Contract, if such an increase results from an increase in the number of BTA-owned revenue vehicles leased to the Contractor over and above the number listed in Exhibit C, without a corresponding increase in estimated vehicles hours of service, or a revenue vehicle listed in Exhibit C is replaced with a vehicle that has a greater value as determined by Butler Transit Authority.

All other costs will be considered to be included in the rate per revenue hour contained in this Contract.

- 85) **Fuel**—The Contractor is not responsible for the cost to fuel Butler Transit Authority Vehicles. The Contractor will be provided with fuel cards to be used to fuel Butler Transit Authority’s fixed route vehicles. The Contractor is required to manage the fuel cards and operators’ usage of them. Contractor shall assure that any fuel purchased using the cards are exclusively for vehicles providing Butler Transit Authority service. The Contractor will be required to develop a fuel procedure that is approved by Butler Transit Authority and includes a provision that vehicles must be fueled before or after an operator’s run and not while the vehicle is in revenue service. In the event of a missing or damaged fuel card, Contractor shall submit a request for a replacement to BTA, and Contractor shall be solely responsible for the cost associated with the same.
- 86) **Taxes** – Butler Transit Authority is exempt from many taxes, including fuel taxes, and sales and use taxes.. The Contractor shall cooperate with Butler Transit Authority in establishing a system or systems to avoid the payment of all such taxes, and to allow Butler Transit Authority to recover all taxes paid, to the extent appropriate according to law. Any and all tax rebates related to the Contract with Butler Transit Authority, including any refunds or rebates received by the Contractor, shall belong to Butler Transit Authority.

87) **Equipment Lease**- The Contractor agrees to pay to Butler Transit Authority the sum of \$1 per month per vehicle for the use of the equipment listed in Exhibit C, which amount shall be deducted from Butler Transit Authority’s monthly payment to the Contractor. Any additions or deletions to the equipment listed in Exhibit C shall not change this monthly lease charge.

88) **Payment to the Contractor** – Payment to the Contractor shall be made as follows:

a) Butler Transit Authority shall reimburse the Contractor for each actual vehicle revenue hour of service provided according to the following rate schedule:

July 1, 2022 through June 30, 2023: _____

July 1, 2023 through June 30, 2024: _____

July 1, 2024 through June 30, 2025: _____

Option Term 1

July 1, 2025 through June 30, 2026: _____

Option Term 2:

July 1, 2026 through June 30, 2027: _____

b) “Actual vehicle revenue hours” is defined as the number of hours that vehicles travel while in revenue service. Vehicle revenue hours include: revenue service and layover/recovery time. Actual vehicle revenue hours exclude: deadhead, operator training, maintenance testing and school bus and charter services. In addition, revenue hour does not include operator meal breaks. Revenue hour of service is defined as that period beginning with the time that any bus departs from the first scheduled stop and continuing thereafter until the last scheduled stop. Revenue hour of service does not include deadhead time, pre-and/or post-trip inspection, changing routes, down time for road-calls, road tests, fueling, vehicle inspections, driver training, missed trips, driver shift preparation, close-outs, and breaks. Need to address late runs. Late runs should not be included in revenue hours but technically they can be running late with passengers. How can this be properly worded? “Drivers shall make every reasonable effort to conform to scheduled operating hours, and BTA shall not be responsible for payment for hours or time incurred as a result of late runs.” BTA will not pay any more than scheduled operating hours per day per route”? For special shuttle services and Butler Transit Authority promotions involving the use of Butler Transit Authority vehicles within Butler Transit Authority’s service area, revenue hour of service shall be defined as the time the vehicle reaches the location where the special service is to be provided until the vehicle leaves this location. Revenue hour of special service does not include deadhead, pre-and/or post-trip inspection, down time for road-calls, driver preparation

time or closeout time, and breaks. Butler Transit Authority and the Contractor, prior to providing the service, shall mutually determine revenue hours for all other special services provided under this Contract. If Butler Transit Authority makes changes in regular scheduled fixed-route service that results in an increase or decrease in annual scheduled revenue hours of twenty five percent (25%) or more, the hourly rate may be changed. Contractor and Butler Transit Authority shall negotiate any such change in the rate per revenue hour.

- c) The Contractor shall provide Butler Transit Authority with monthly reports of operation by the fifth (5th) working day of the month following each operation month, utilizing a standard format approved by Butler Transit Authority, and the Contractor shall provide such other pertinent data of its operation as may be requested from time to time by Butler Transit Authority.
 - d) Payment for services rendered shall be made on a monthly basis within twenty (20) days of receipt of the invoice by Butler Transit Authority if said Butler Transit Authority determines the bills to be proper. Contractor invoices must be submitted by the fifth (5th) working day of each month. Payments made during the term of the Contract must represent a conditional release of funds with final determination of justified funding to be based on an audit annually and at the close of the project.
 - e) Butler Transit Authority may withhold payment or portions of payment if Butler Transit Authority determines that Contractor is liable for liquidated damages in the matters described above. Partial liquidated damages shall be deducted by Butler Transit Authority from monies owed to the Contractor in the subsequent month's invoice, following Butler Transit Authority's performance evaluation and a 10-day notification to the Contractor of Butler Transit Authority's intent to deduct liquidated damages. Such notice is intended to afford the Contractor an opportunity, during said ten (10) day period, to provide information to Butler Transit Authority challenging the factual basis for the disputed liquidated damages.
 - f) Butler Transit Authority may withhold payment or portions of the payment if the Contractor fails to submit the required information and/or reports identified in this Contract.
 - g) Contractor shall exercise all due care and diligence in preparing billing to be submitted to BTA. Repeated errors in billing statements are unacceptable and result in delays to BTA's internal operations. Upon receipt of the first billing statement containing errors, BTA will notify the Contractor, in writing, of the mistake, and will request that a corrected billing statement be submitted. Each billing statement received thereafter which contains any number of errors or incorrect data shall result in a charge to Contractor of \$200. The amount due to BTA as a result will be deducted from the payment to Contractor for that invoice/billing statement.
- 89) **Indemnification** – The Contractor agrees to hold harmless Butler Transit Authority (Butler Transit Authority's officers, members, and employees), federal, state, and local governments of and from any and all claims, actions, or causes

of action of any kind filed, or which may be filed, by any and all employees of the Contractor or the Contractor itself.

The Contractor agrees to indemnify and hold harmless Butler Transit Authority (Butler Transit Authority's officers and employees), City of Butler and Butler Township, the Pennsylvania Department of Transportation, the Federal Transportation Administration, and the United States Department of Transportation for any and all claims, actions, demands, or causes of action arising out of the Contractor's performance of services under this Contract, or for loss, damage, theft, or injury, by any means and in any amount, to any property of the Contractor or of any third person, which said property may be, or may have been, in or on the equipment of Butler Transit Authority, whether or not such damage was caused by the agents or employees of the Contractor. This indemnity provision includes, but is not limited to, any action or claims resulting from the following:

- a) Accident, injury, death, loss or damage to any person or property, or other economic loss or claimed liability, to the extent caused by, resulting from, connected with or arising out of the negligence, acts or omissions of the Contractor, its officers, directors, employees, agents or subcontractors;
- b) Violation of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to the operation of the transit system contemplated herein, including, but not limited to, all State and Federal laws, codes and ordinances, environmental regulations, motor vehicle codes, laws and regulations, Title VI of the Civil Rights Act, Title VII of the Civil Rights Act, Disadvantaged Business Enterprise (DBE), Americans with Disabilities Act (ADA), labor laws and regulations, and other laws and regulations actions undertaken by the Contractor in the Contract; and
- c) Infringement of any patent, trademark, or intellectual property right, or violation of any State or Federal patent, trademark, or intellectual property law; provided, however, that Contractor's indemnity shall not cover any claims or losses arising from or related to the alleged infringement of any patent, trademark, copyright or similar property right regarding any logo, mark or insignia on advertising or marketing materials provided to Contractor by Butler Transit Authority.

- 90) **Insurance** – The Contractor shall maintain such insurance as will protect it from claims under Workmen's Compensation laws, disability benefit laws or other employee benefit laws from claims for damages because of injury, sickness, disease, or death of any person(s) other than his employees, and from claims for damages to property, included but not limited to the vehicles supplied by Butler Transit Authority, including loss of use thereof, any or all of which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, for whose acts any of them may be legally liable. The Contractor's liability insurance shall include coverage for any and all potential liability incurred by the Contractor as a result of its storage and maintenance of

Butler Transit Authority vehicles. The Contractor agrees to carry the following minimum insurance coverage throughout the term of this Contract:

- a) Workers' compensation coverage as required by law;
 - b) General Liability coverage, including employer's liability, of no less than \$2,000,000 Combined Single Limit (CSL) or \$2,000,000/\$2,000,000 bodily injury and \$2,000,000 property damage Split Limit Policy (SLP), including all coverages required by the Pennsylvania Motor Vehicle Financial Responsibility Act; and further, including Uninsured/ Underinsured Motorists insurance in amounts that are at least the minimum levels allowed by statute, and physical damage insurance for all vehicles including collision and comprehensive perils.
 - c) Auto Liability coverage of no less than \$2,000,000 Combined Single Limit (CSL) or \$2,000,000/\$2,000,000 bodily injury and \$2,000,000 property damage Split Limit Policy (SLP), hired and non-owned coverage, uninsured/underinsured motorist coverage of no less than \$2,000,000/2,000,000 unstacked, and Pennsylvania Basic First Party Benefit (PA Act 6) of no less than \$5,000 medical payments;
 - d) Umbrella Liability insurance of no less than \$5,000,000 per occurrence or \$5,000,000 aggregate;
 - e) Physical damage coverage written on an All-Risk-Inland-Marine Form for all Equipment, except motor vehicles; and,
 - f) Comprehensive fire, theft and collision coverage for all motor vehicles listed in Exhibit C, based on the value of such vehicles as shown in Exhibit C, and updated from time to time by Butler Transit Authority. The deductible of collision and comprehensive coverage shall be no more than \$10,000 per occurrence.
- 91) **Named Insured** – The Contractor shall name Butler Transit Authority, its representatives and employees, the City of Butler and Butler Township, the Pennsylvania Department of Transportation, and the United States Department of Transportation, Federal Transit Administration as an additional insured on all policies pertinent to the provision of services described in this Contract. Butler Transit Authority shall be listed as loss payee for Butler Transit Authority-owned vehicles. Before starting operations of the transit service under this Contract, certificates of such insurance, acceptable to Butler Transit Authority, shall be filed with Butler Transit Authority and shall contain a provision that the policy will not be canceled or materially changed until at least thirty (30) days' prior written notice has been received by Butler Transit Authority. The Contractor shall provide a certified copy of the Contractor's insurance policy to Butler Transit Authority within thirty (30) days after the signing of this Contract, and within thirty (30) days of any renewal or change to the Contractor's policy.
- 92) **Claim Information and Loss Runs** – The Contractor shall make available to Butler Transit Authority, through its records or the records of their insurer, information regarding a specific claim. Any loss run information available from

the Contractor or their insurer shall be provided to Butler Transit Authority upon request.

93) **Termination**

Termination for Convenience

Butler Transit Authority may cancel the Contract during the term of the Contract by notifying the Contractor in writing sixty (60) days prior to the proposed termination date, whether or not there has been any breach of the Contract. However, if funding becomes unavailable, Butler Transit Authority may terminate the Contract immediately, with no prior notification to Contractor. In the event of termination, only costs incurred in the provision of services to the termination date shall be applicable.

Termination for Cause

During the term of this Contract, either party may cancel this Contract by notifying the other party in writing sixty (60) days prior to the proposed termination date for failure by either party to fulfill its obligations in accordance with the provisions of the Contract.

If the Contractor is unable to fulfill its obligations under the Contract for any reason, including but not limited to work stoppages, accidents, fire, flood, or any other reason, Butler Transit Authority may contract with another Contractor to perform the obligations of the Contractor under the Contract for so long as the Contractor is unable to perform. The costs associated with the replacement contractor shall be borne by Contractor.

Termination for Default

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in the contract, or any extension thereof, or if the Contractor fails to comply with any other provisions of this contract, Butler Transit Authority may terminate this contract for default. Butler Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Contract.

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

Opportunity to Cure

Butler Transit Authority, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect or breach. In such case, the notice of termination will state the time period in which cure is permitted, along with other appropriate conditions.

If Contractor fails to remedy, to Butler Transit Authority's satisfaction, the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Butler Transit

Authority setting forth the nature of said breach or default, Butler Transit Authority shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude BTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Butler Transit Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Butler Transit Authority shall not limit Butler Transit Authority's remedies for any succeeding or additional breach of that or of any other term, covenant or condition of this Contract.

94) **Contract Amendment** – This Contract may be amended upon mutual consent by both parties, the Contractor and Butler Transit Authority, and must be confirmed in writing.

95) **Breach or Non-Compliance with Contract** – Butler Transit Authority shall have the right to inspect vehicles and other assets supplied by Butler Transit Authority and/or investigate operations at any time to determine compliance with Contract standards. If Butler Transit Authority should find any breach of Contract or noncompliance with the Contract, or with any rules or regulations pertaining to the same, Butler Transit Authority shall notify the Contractor within five (5) days thereafter. If action to correct such noncompliance is not undertaken within three (3) days thereafter, and completed within ten (10) days thereafter, this Contract may, at the option of Butler Transit Authority, be canceled.

96) **Notice Requirement** – In all matters pertaining to this Contract or to any dispute arising hereunder, both parties hereby appoint the following to represent them in all negotiations, discussions, and other matters related to this Contract.

a) All notices and correspondences to Butler Transit Authority shall be addressed as follows:

b) All notices and correspondences to the Contractor shall be addressed as follows:

97) **Dispute Resolution** – Any and all disputes or disagreements arising between the parties concerning this Contract, or the interpretation of this Contract, shall be referred by the parties to arbitration, which shall be final and binding upon the parties. The party seeking arbitration shall appoint an arbitrator and shall notify the other party of the name and address of the arbitrator so appointed. The other party shall have twenty (20) days in which to appoint an arbitrator and shall notify the party initiating the arbitration of the name and address of its arbitrator so appointed. Two arbitrators shall then select a third arbitrator and the hearing

shall be within sixty (60) days in Butler, Pennsylvania. The decision of the arbitrators shall be rendered in writing. If a party other than the party initiating the arbitration proceeding refuses to appoint an arbitrator and/or if the arbitrators appointed by the parties cannot agree upon a neutral arbitrator, an arbitrator may be appointed by the Court of Common Pleas of Butler County, Pennsylvania, upon petition of one of the parties, and the case shall otherwise proceed as provided by the Pennsylvania Arbitration Law. Each party shall pay its own arbitrator and the parties shall divide equally the cost of the neutral arbitrator.

98) **General Provisions**

- a) Contractor shall pay Butler Transit Authority for all costs and expenses, including attorney's fees, incurred by Butler Transit Authority in exercising any of its rights or remedies hereunder, or in enforcing any of the terms, conditions, or provisions hereof.
- b) No right or remedy herein conferred on, or reserved to, the Lessor is exclusive of any other right or remedy herein or by law or by equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.
- c) No covenant or condition of this Agreement may be waived except by the written consent of at Butler Transit Authority. Forbearance or indulgence by Butler Transit Authority, in any regard whatsoever, shall not constitute a waiver of the covenant or condition to be performed by Contractor to which the same may apply, and, until complete performance by Contractor of any covenant or condition, Butler Transit Authority shall be entitled to invoke any remedy available to Butler Transit Authority under this Agreement or by law or in equity despite said forbearance of indulgence.
- d) Service of all notices under this Agreement shall be sufficient if given personally or mailed to the party involved at its respective address hereinabove set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.
- e) This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in Butler County, Pennsylvania.
- f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- g) If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

IN WITNESS WHEREOF, the parties hereto agree to the conditions of this Contract and hereto, have set their hands and seal the date first written above.

ATTEST:

CONTRACTOR:

(Witness)

(President / Owner)

ATTEST:

(BTA Board Chair)

(BTA Secretary)

(SEAL)

Exhibit A: Summary of Fixed Route Transportation Services

BTA operates 4 fixed routes (4 routes on weekdays, 3 routes on Saturdays). It operates fixed-route six days a week and the fleet consists of 6 buses. BTA’s current fixed route span of service for weekdays is 7:00 a.m. to 8:29 p.m.; Saturday is 8:00 a.m. to 8:40 p.m. Butler Transit Authority does not operate on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The following table lists BTA’s current routes.

Routes	Weekday Service Hours	Saturday Service Hours
1	7:30 AM – 8:29 PM	8:00 AM – 8:40 PM
2/4 Combo	7:20 AM – 8:22 PM	8:00 AM – 8:34 PM
3	7:30 AM – 8:16 PM	8:00 AM – 8:27 PM
5	7:00 AM – 7:48 PM	

The following table provides base Butler Transit Authority local service statistics:

Fiscal Year 2018-19 (PRE-PANDEMIC)	BTA
Ridership	180,921
Vehicle Revenue Miles	163,965
Vehicle Revenue Hours	14,480
Vehicles in Maximum Service	4
Vehicles Available for Maximum Service	6
Fare Revenues	\$153,159
Average Fleet Age in Years	3

The following table shows the routes' days of operation and estimated annual vehicle hours by route or route grouping.

<p style="text-align: center;">ESTIMATED ANNUAL LOCAL AND COMMUTER VEHICLE HOURS</p> <p style="text-align: center;">22-26 – 20,867</p> <p style="text-align: center;">THESE HOURS INCLUDE: DEADHEAD, PRE/POST TRIP, LATE RUNS AND TRAINING HOURS</p>

Estimated Annual Revenue Miles and Revenue Hours

Contract Year	<u>Estimated Annual Revenue Hours</u>
July 1, 2022 – June 30, 2023	19,367
July 1, 2023 – June 30, 2024	19,367
July 1, 2024 – June 30, 2025	19,367
July 1, 2025 – June 30 2026	19,367
July 1, 2026 – June 30, 2027	19,367

Fixed Route Service between Butler and Pittsburgh

Fiscal Year 2018-19 (PRE-PANDEMIC)	BTA
Ridership	28,552
Vehicle Revenue Miles	106,112
Vehicle Revenue Hours	4025
Vehicles in Maximum Service	4
Vehicles Available for Maximum Service	5
Fare Revenues	\$108,778
Average Fleet Age in Years	2

Daily Revenue Hours

Route	Rev. Hours Per Day
Route 1 Commuter Southbound AM	1.42
Route 2 Commuter Southbound AM	1.42
Route 2 Commuter Southbound PM	1.50
Route 3 Commuter Southbound AM	1.33
Route 3 Commuter Southbound PM	1.25
Route 4 Commuter Southbound AM	1.00
Total Projected by Weekday	7.92
Route 1 Commuter Northbound PM	1.58
Route 2 Commuter Northbound AM	1.5
Route 2 Commuter Northbound PM	1.75
Route 3 Commuter Northbound AM	1.17
Route 3 Commuter Northbound PM	1
Route 4 Commuter Northbound PM	1.25
Total Projected by Weekday	8.25

Holidays – Fixed-route transportation services will not be provided on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The equipment to be used for the service to Pittsburgh and returning to Butler is five (5) 45’ MCI CNG Coach Buses .

Exhibit B: Fare Collection and Ticket Sales

Fare Collection and Deposit and Tickets

General Provisions

- 1) Contractor will assume the following responsibilities:
 - a) Maintain an adequate supply of schedules and ensure vehicles are stocked with public timetables and request additional quantities from Butler Transit Authority as needed.
 - b) Issue public timetables/schedules to vehicle operators.
 - c) Issue a punch to each driver for the purpose of validating passes.
 - d) Daily deposit revenue in accordance with Butler Transit Authority policies. The exchanging of vaults shall not occur when the vehicle is in service. The Contractor is responsible for recording daily vault and exchange information.
 - e) Complete Trip Sheets and manual farebox counts, as requested.
 - f) Daily Trip Sheets must be submitted to Butler Transit Authority.

- 2) Butler Transit Authority will assume the following responsibilities:
 - a) Design and implement all necessary procedures concerning passes, coupons or special promotions.
 - b) Establish fares and the value of passes, coupons, or special promotions.
 - c) Provide Contractor with fare structure information.
 - d) Supply Contractor with necessary reporting forms.

Cash Fares

- 1) Contractor shall be responsible for emptying and exchanging farebox cash boxes daily.
- 2) The passenger shall deposit all cash fares in the farebox.
- 3) Vehicle operators will not make change.
- 4) Contractor's General Manager or an employee designated to act for the General Manager shall remove the full cash box from the fare boxes daily and replace with an empty cash box. The exchanging of the cash box, as well as the documentation evidencing the same, must be sufficiently detailed to allow for

Butler Transit Authority to reconcile the ridership and method of fare payment data by route and cash vault.

- 5) The frequency of the removal of full cash boxes may be adjusted by BTA.
- 6) In the event of a broken or malfunctioning farebox, Contractor shall arrange to have the farebox fixed promptly. Any time that a farebox is not used on a BTA vehicle as a result of the same being broken or awaiting repair, a daily report must be submitted to BTA containing a detailed report of ridership during that shift and the status of the repair.

Transfers

- 1) Contractor shall be responsible for selling and collecting transfers.
- 2) Contractor is required to have secure procedures in place for the sale and collection of transfers. Sufficient documentation is required for Butler Transit Authority to reconcile fares, fare instruments to ridership by route and by day.

Tickets

- 1) Ticket sales are the responsibility of Butler Transit Authority.
- 2) The Butler Transit Authority plans to sell day passes directly on the buses in the future. The day pass sales will be the operator's responsibility.

Exhibit C: Vehicles, Tools, Supplies and Other Equipment

**Butler Transit Authority's
Fixed Route Vehicles and Equipment**

Fixed Route Fleet

Butler Transit Authority						
Vehicle Inventory as of 9/30/2021						
Vehicle Number	VIN Number	Year	Make	Fuel Type	Mileage	Vehicle Length
841	15GCA291371112533	2007	Gillig	Diesel	350862	30'
1701	15GGE3115H3093125	2017	Gillig	CNG	125956	30'
1702	15GGE3116H3093246	2017	Gillig	CNG	123838	30'
1703	15GGE3118H3093247	2017	Gillig	CNG	123769	30'
1904	15GGE3111K3093274	2019	Gillig	CNG	73469	30'
1905	15GGE3113K3093275	2019	Gillig	CNG	60655	30'
1906	15GGE3115K3093276	2019	Gillig	CNG	71372	30'
171	1M8PDM3A3HP014719	2017	MCI	CNG	106895	45'
172	1M8PDM3AXHP014720	2017	MCI	CNG	108948	45'
173	1M8PDM3A1HP014721	2017	MCI	CNG	132108	45'
174	1M8PDM3A3HP014722	2017	MCI	CNG	128230	45'
175	1M8PDM3A5HP014723	2017	MCI	CNG	59459	45'

Other Equipment

- Scheidt and Bachmann Automated Fare Collection System (AFCS)
- Diamond Fareboxes (back up for AFCS)
- Transit Solutions Inc. Video Cameras
- Headsigns
- Radios
- Cell Phones

AVAIL Automatic Vehicle Equipment

Butler Transit Authority AVL Equipment as of 1/1/2017

Avail AVL bus equipment includes:

Mobile Data Terminal (MDT's) - Model Number V530 (9 Units)

Vehicle Logic Unit (VLU) – IEB 1000-1 (8 Units)

Automated Passenger Counters (APCs) – DA-200 (7 Units)

Automated Announcement System – Annunciator – DADS-A1214-V (8 Units)

On-Board Signs – NXTP7X96M (8 Units)

BTA is part of the statewide Fixed Route Intelligent Transportation System (FRITS) project. AVL equipment will be updated first quarter of 2022.

Bike Racks

BTA currently has bike racks on each of its fixed route vehicles, and the Contractor will be required to train operators on the use and maintenance of, as well as maintain, the bike racks

Exhibit D: Repair, Preventative Maintenance and Vehicle Cleaning Program

BUTLER TRANSIT AUTHORITY'S
REPAIR
PREVENTATIVE MAINTENANCE
AND
VEHICLE CLEANING PROGRAM

PREVENTATIVE MAINTENANCE AND VEHICLE CLEANING PROGRAM

A. Purpose

The Butler Transit Authority recognizes the importance of properly maintaining revenue vehicles to assure that they are safe, will provide reliable service throughout their useful life, and offer a clean comfortable environment for our passengers. To meet these goals, Butler Transit Authority has established the following requirements for maintaining and cleaning revenue vehicles. All contractors are required to follow these guidelines and to timely and accurately document vehicle repairs, preventative maintenance and vehicle cleaning tasks.

B. General Responsibilities of Contractors

All Butler Transit Authority contractors are required to:

1. Properly service, maintain, repair, and perform preventative maintenance on, BTA-owned vehicles and are required to keep the vehicles in a safe mechanical condition and in accordance with the manufacturer's recommendations, industrial norms, and this program. All repairs and maintenance shall comply with all applicable federal, state and local laws and regulations;
2. Keep the vehicles properly serviced with all necessary oil, fuel, tires and other accessories necessary for the operation of the vehicles.
3. Keep the interior and exterior of the Equipment neat and clean and the interior free of debris. Provide for any and all inspections or servicing of the vehicles according to the warranty or warranties pertaining to the vehicles to keep warranties in full force and effect.
4. Use only the highest quality fuel, oil, lubricants, replacement parts and other supplies that meet or exceed manufacturer's requirements and standards. All replacement parts shall be new unless the use of used parts is approved by Butler Transit Authority.
5. Acquire and maintain all technical updates of service manuals, service bulletins, lubrication charts from the vehicle manufacturer or subcomponent part manufacturer and other such information needed to properly service and repair Butler Transit Authority's vehicles. Butler Transit Authority will provide all parts and service manuals to the Contractor that was acquired by Butler Transit Authority upon the purchase of the vehicles. Said manuals shall be considered part of Butler Transit Authority's maintenance requirements to be performed by the Contractor.
6. Exercise due diligence in the tracking, filing and general administration of all vehicle or vehicle component warranties.
7. Maintain records of all maintenance and repairs to Butler Transit Authority vehicles.

8. Require that all vehicle operators perform a pre-trip inspection. These inspections are to be performed on a daily basis and recorded on a Vehicle Inspection Form approved by Butler Transit Authority.
9. Require that all vehicle operators inspect and report any defects that may occur during the service day. At the end of the driver's shift, the form will be turned over to the Contractor's maintenance department for correction.
10. Conform to all State, Federal, and Municipal laws, rules, and regulations with respect to the maintenance and operation of the Equipment.
11. Not make any alterations to or dispose of the vehicles without the prior written consent of Butler Transit Authority, and
12. Return the vehicles to Butler Transit Authority at the expiration of the term of the Contract, or any renewal thereof, in good and proper working condition, reasonable wear and tear excepted.

General Maintenance Practices

The Contractor or other vendors as determined by the Contractor shall perform all repairs to Butler Transit Authority vehicles. Contractor shall be responsible for all maintenance and repairs regardless of whether the work is performed by the contractor or another vendor. Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. Repair work shall be conducted as soon as practicable upon learning that such work is required. The Contractor shall perform repair work expeditiously in response to identification of problems by vehicle operators or other staff members. The Contractor shall assure Butler Transit Authority that required repairs should not be deferred beyond a reasonable time. The contractor shall have a maintenance computer program similar to Fleet Anywhere. Full time mechanics must be available on site and have one-year brake certification. The Contractor's Maintenance Program shall provide that:

1. All wheelchair lift related equipment shall be inspected, serviced and lubricated at intervals necessary to ensure that wheelchair lifts are fully operational, per manufacturers' recommendations.
2. Brake inspections and adjustment shall be performed at intervals that insure the safe and efficient operation of the braking system, per manufacturer's specifications.
3. All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Damage (including body glass, and all vehicle appurtenances) shall be repaired in a professional manner within three weeks (21 days) of occurrences.

4. All mechanical, electrical, fluids, air and/or hydraulic systems shall be maintained in a safe and fully functional condition at all times.
5. The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
6. Heating, ventilation and air conditioning systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions, at all times.
7. Both driver and passenger seats shall be maintained in proper operating condition at all times. Adjustable vehicle operator's seats shall be maintained so as to operate in all respects as designed by the seat manufacturer. All rips, tears, cuts, gum, graffiti, and other damage shall be cleaned or repaired in a professional manner immediately upon their discovery. The Contractor shall replace seat covers that are worn or cannot be professionally repaired, using materials that are identical in design and color as those materials being replaced.
8. The farebox systems shall be maintained in proper operating condition at all times.
9. AVAIL/AVL must be checked daily and any problems or issues must be reported daily. Maintenance employees are expected to troubleshoot and make minor repairs on the AVL equipment.
10. Destination signs, both electronic and curtain, shall be maintained in proper operating condition at all times, and
11. Vehicle brake repair and replacement requirements are as follows:
 - a. Drums shall be turned with hubs attached;
 - b. Brake pads shall be matched to drums by size (i.e. 1X, 2X);
 - c. Both brakes on an axle shall be replaced at the same time;
 - d. Premium brake pads shall be used; and
 - e. Wheel seals shall be replaced with every brake job and bearing shall be checked.

C. Tires

Tires shall be the proper size, ply rating and configuration as recommended by the bus manufacturer. Tires shall always be matched by size and tread pattern on each axle.

Tires shall not vary more than 3/32 inches between inner and outer tires, and not more than 4/32 inches between curbside and roadside; and shall have a minimum of 4/32 inch tread depth in every major groove on the front tires and 2/32 on all other tires. No fabric should show through the tread or sidewall. Regrooved, recapped, or retreaded tires on the front wheels of a bus are prohibited.

The tires shall be of the highest quality and shall be manufactured in the United States by a reputable manufacturer approved by Butler Transit Authority.

D. Emissions Control Programs

The Contractor shall perform and certify such tests of equipment required to meet any federal, state or local requirements related to exhaust smoke and engine emissions.

Out of Service Designation

A bus shall be designated as unfit for revenue service if, upon inspection, any of the following safety related conditions are found:

- 1.Brakes out of adjustment;
2. Loose steering components;
3. Any bus with a preventative maintenance inspection 1,500 or more miles past due;
4. Tires with a tread depth of less than 2/32 inches on the rear and 4/32 inches on the front;
5. Inoperative emergency exits including doors, windows, and roof hatches;
6. Inoperative wheelchair lifts and securement devices; and,
7. Any condition not in compliance with applicable federal or state laws or regulations.

E. Documentation of Repairs

All repairs, inspections, or other work on Butler Transit Authority vehicles shall be documented on a "Vehicle Repair Order." Any documentation related to the repair(s) including Mechanical Failure and Deficiency Reports or Preventative Maintenance Check Lists must be attached to the Repair Order. Repair Orders must be submitted with the contractor's monthly invoice. A copy must also be kept in the Contractor's preventative vehicle file.

F. Reporting Vehicle Defects

Vehicle defects discovered during the required daily inspections or while in revenue service shall be documented on a "Mechanical Failure or Deficiency Report." Or on the approved Drivers Vehicle Inspection Report form. These reports must be forwarded to the contractor maintenance department for resolution. A copy of the Deficiency Report must be submitted with the contractor's monthly invoice. If the report resulted in a vehicle repair, it should be attached to the Vehicle Repair Order.

G. Daily Vehicle Inspections

All vehicles shall be inspected daily prior to entering revenue service. Required inspections include:

1. A pre-trip inspection conducted by the vehicle operator. These inspections must be documented in writing and be kept on file by the contractor. Butler Transit Authority will periodically inspect pre-trip inspection records to assure that they are being properly completed.
2. A daily inspection by contractor maintenance personnel. This daily inspection shall include:
 - a. Checking fluid leaks;
 - b. Engine oil, coolant, windshield washer fluid, transmission fluid check/add;
 - c. Tire inspection including air pressure, tread depth and wear;
 - d. Brake check;
 - e. Lights and flashers check;
 - f. Visual "walk-around" interior and exterior inspection;
 - g. Cycling wheelchair lift;
 - h. On-board camera check; and,
 - i. Automatic Vehicle Locator (AVL) check.
 - j. Farebox check
3. The daily inspection must be documented on the Drivers Vehicle Inspection Report or approved form.

H. Wheelchair Lift Maintenance

Wheelchair lifts must be cycled and inspected daily. Necessary adjustments and repairs must be accomplished as soon as possible. Lifts must be inspected and maintained according to the manufacturers' recommendations and requirements. Federal law (the Americans with Disabilities Act) requires that any wheelchair lift that becomes inoperable must be repaired and operational within a maximum of three days unless replaced in service by a spare vehicle with an operational lift.

I. Climate Control

Air conditioning and climate control mechanics must be certified to use CFC, and the maintenance garage must possess a CFC recovery unit. Heating and air conditioning

must be repaired as soon as possible to ensure the comfort of the passengers, with down time kept to a maximum of 5 operational days from the discovery of the problem.

Filters must be cleaned or changed at regular intervals to ensure that the system doesn't become strained or damaged by a clogged filter. Refer to manufacturer's specifications for preventative maintenance instructions.

J. Preventative Maintenance

Since Butler Transit Authority may operate a wide variety of vehicles, it is difficult to apply a standard set of preventative maintenance requirements to all vehicles. As a result, a separate, customized preventative maintenance and lubrication program has been developed for each vehicle type. These programs are based on the vehicle manufacturers' recommendations. These schedules may not be revised or changed without the written permission of Butler Transit Authority. Preventative maintenance inspections will be performed at specific mileage intervals. To be considered timely, inspections must be performed within 1,000 miles (plus or minus 10%) the target mileage. A computer-generated program such as Fleet Anywhere shall be used to meet these intervals. The following procedures will be used to schedule and document all preventative maintenance inspections:

1. The subcontractor shall schedule any vehicle that is expected to meet the inspection mileage threshold during that month.
2. The contractor maintenance department shall be responsible for performing the required inspection within 1,000 miles (plus or minus 10%) of the target mileage.
3. The mechanic performing the inspection shall complete and sign the preventative maintenance checklist. The checklist must then be attached to a repair order that indicates what repairs, if any, were performed on the vehicle as a result of the inspection, including oil changes and required lubrication. The repair order/inspection checklist should be submitted with the contractor's invoice.

General Vehicle Cleaning Requirements

The Contractor shall maintain Butler Transit Authority vehicles in a clean condition and neat condition at all times. Vehicle exteriors shall be washed daily and interiors cleaned daily. Vehicles shall receive a more thorough cleaning weekly. Buses shall be kept free of vermin and insects at all times. The contractor shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe, non-hazardous and EPA approved insecticides/materials.

Specific Vehicle Cleaning Requirements

Buses must be washed and cleaned every day that they are used in service. The following instructions are to be adhered to:

1. **Minimum Daily Requirements:**

a. **OUTSIDE**

- i. Pressure wash.
- ii. Bus shall be driven through the bus wash daily after each use, unless directed otherwise by BTA or if the automatic wash is not operating.

b. **INSIDE**

- i. Clean windshield with glass cleaner.
- ii. Sweep floor and driver compartment (mop as necessary).
- iii. Remove debris and empty waste can.
- iv. Wipe dashboard and seats.

c. **WHEELCHAIR LIFT:**

- i. Cycle lift.

2. **Minimum Weekly Requirements:**

d. **OUTSIDE:**

- i. Pressure wash.
- ii. Brush wash rear of bus with soap and rinse.
- iii. Clean wheels and tires with brush, soap and rinse.
- iv. Rubber or vinyl exterior components, such as tires, bumper fascia, fender skirts, and door edge guards, shall be cleaned and treated with a preservative to maintain an attractive appearance, as needed.

e. **INSIDE:**

- i. Clean all glass with window cleaner. Lexan and Plexiglas must be cleaned with compatible cleaner.
- ii. Sweep floor and driver compartment.
- iii. Mop floor and clean floor under and behind seats.
- iv. Wipe wheelchair lift area.

- v. Remove debris and empty waste can.
- vi. Remove all foreign matter such as gum, grease, dirt and graffiti.
- vii. Wipe dashboard, seats and interior sides.
- viii. Clean walls, stanchions, parcel racks, and grab rails.
- ix. Replace damaged upholstery and steam clean upholstery, as needed.
- x. Periodically clean ceilings, light fixtures, as needed.

f. WHEELCHAIR LIFT:

- i. Cycle lift.
- ii. Clean lift mechanism according to manufacturer's requirements.

Exhibit E: Required Forms and Reports

Butler Transit Authority's Required Forms and Reports

Form Name	Completed By	How Often Completed	How Often Turned In
Daily Driver/Bus Roster	Contractor Personnel	Monthly	Annually/ Or Upon Changes
Driver Criminal/Child Abuse Report	Contractor Personnel	As Needed	As Needed
Drivers Vehicle Inspection Report	Driver	Daily	Daily
Vehicle Repair Order	Maintenance Technician	As Needed	Monthly
Preventative Maintenance Checklist	Maintenance Technician	Daily	Monthly
Vehicle Failure and Road Call	Maintenance Technician	As Needed	Monthly
Tire Replacement	Maintenance Technician	As Needed	Monthly
Monthly Invoice	General Manager	Monthly	Monthly
Maintenance Expense	General Manager	Monthly	Monthly
Trip Sheets	Drivers	Daily	Daily
Bus Use Request	General Manager	As Needed	As Needed
Bus Lease	General Manager	As Needed	As Needed
Bus Fuel sheet	Driver	As Needed	As Needed
Bus Time/Mileage Log	Driver/ General Manager	Daily	Monthly
Mechanical/Cell Phone Inspection & Deficiency Report	Driver/ Maintenance Technician	Daily	Daily
Passenger Count	Driver	Daily	Daily to BTA
Survey Trip Sheet	Driver	As Needed	As Needed
Accident Report	General Manager	As Needed	As Needed

Exhibit F: Section 5333(b) Agreement (formally Section 13(c))

**ACCEPTANCE OF
SPECIAL SECTION 5333(b) WARRANTY
FOR APPLICATION TO THE SMALL URBAN
AND RURAL PROGRAM**

Name of Grantee: _____

Address: _____

Telephone: _____

(hereinafter referred to as the "Recipient")

The Recipient, for and in consideration of a transportation grant to be made available to the Recipient, pursuant to Section 5311 of the Federal Transit Laws, as codified, hereby agrees to accept the terms and conditions of the Special Section 5333(b) Warranty, incorporated herein and made a part hereof by reference, absent a waiver by the U.S. Department of Labor.

The Recipient hereby agrees that it is the exclusive designated legally responsible party under the terms of the Special Section 5333(b) Warranty and that the Commonwealth of Pennsylvania, acting through its Department of Transportation assumes no obligations under the terms of the Special Warranty 5333(b) which are not otherwise part of its normal obligations as a grant administering agency.

The Recipient hereby authorizes the presentation of this acceptance by the Commonwealth of Pennsylvania to the U.S. Department of Labor as evident of the Recipient's commitments above described.

Recipient: _____

Signature: _____

Title: _____

Date: _____

LABOR PROTECTION INFORMATION
TRANSPORTATION PROVIDERS AND UNIONS

Applicant:

Project Number:

Providers Under Contract:

Other Transportation Providers in the Service Area:

Transportation Unions:

CERTIFICATION OF INTENT

3. Federal Section 5311/State Act 44 Applications

Butler Transit Authority hereby certifies its intent to file with the Federal Transit Administration an application for Federal Section 5311 operating assistance and the Pennsylvania Department of Transportation an application for ACT 44 operating assistance in FY 2017-2018. All necessary standard assurances included as a part of the FY 2017-2018 applications will be resubmitted for the new year and complied with by this Butler Transit Authority.

(Name & Title of Certifying Officer)

TITLE 49 – UNITES STATES CODE (USC)

Section 5333. Labor Standards.

(a) Prevailing Wage Requirement – The Secretary of Transportation shall ensure that laborers and mechanics employed by contractors and subcontractors in construction work financed with a grant or loan under this chapter be paid wages not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor under the Act of March 3, 1931 (known as the Davis-Bacon Act) (40 U.S.C. 276a—276a-5). The Secretary of Transportation may approve a grant or loan only after being assured that required labor standards will be maintained on the construction work. For a labor standard under this subsection, the Secretary of Labor has the same duties and powers stated in Reorganization Plan No. 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) and Section 2 of the Act of June 13, 1934 (40 U.S.C. 276c).

(b) Employee Protective Arrangements – (1) As a condition of financial assistance under sections 5307-5312, 5318(d), 5323(a)(1), (b), (d) and (e), 5328, 5337, and 5338(j)(5) of this title, the interests of employees affected by the assistance shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. The agreement granting the assistance under sections 5307-5312, 5318(d), 5323(a)(1), (b), (d), and (e), 5328, 5337, and 5338(j)(5) shall specify the arrangements.

- (2) Arrangements under this subsection shall include provisions that may be necessary for:
- (A) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise;
 - (B) the continuation of collective bargaining rights;
 - (C) the protection of individual employees against a worsening of their positions related to employment;
 - (D) assurances of employment to employees of acquired mass transportation systems;
 - (E) assurances of priority of reemployment of employees whose employment is ended or who are laid off; and
 - (F) paid training or retraining programs.
- (3) Arrangements under this subsection shall provide benefits at least equal to benefits established under Section 11347 of this title.