

MEETING AGENDA

DATE: Wednesday, February 25, 2026

TIME: 8:45 a.m.

**Administration & Finance Committee and Operations & Capital Projects Committee
Legislative Committee (No Meeting), and Rural and Small Cities Committee (No Meeting)**

LOCATION: Staples Street Center – 2ND Floor Boardroom (602 North Staples St., Corpus Christi, TX)

ADMINISTRATION & FINANCE COMMITTEE

Aaron Muñoz, Committee Chair

David Berlanga Gabi Canales Jeremy Coleman Jahvid Motaghi

	TOPIC	SPEAKER	EST.TIME	REFERENCE
1.	Roll Call	M. Montiel	2 min.	-----
2.	Safety Briefing	J. Esparza	3 min.	-----
3.	Confirm Posting of Meeting's Public Notice in Accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551	A. Muñoz	1 min.	-----
a.	Receipt of Conflict of Interest Affidavits	A. Muñoz	2 min.	-----
b.	Opportunity for Public Comment 3 min. limit – no discussion	A. Muñoz	3 min.	-----
Public Comment may be provided in writing, limited to 1,000 characters, by using the Public Comment Form online at www.ccrta.org/news-opportunities/agenda or by regular mail or hand-delivery to the CCRTA at 602 N. Staples St., Corpus Christi, TX 78401, and MUST be submitted no later than 5 minutes after the start of a meeting in order to be provided for consideration and review at the meeting. All Public Comments submitted shall be placed into the record of the meeting.				
c.	Discussion and Possible Action to Approve the Administration & Finance Committee Meeting Minutes of November 19, 2025	A. Muñoz	3 min.	Pages 1-5
d.	Discussion and Possible Action to Recommend the Board of Directors Authorize the Chief Executive Officer (CEO) or his Designee to Award a Contract to Metropolitan Life Insurance Company for Short-Term Disability, Long-Term Disability and Supplemental Insurance	A. Gaitan	3 min.	Pages 6-10 PPT
e.	Discussion and Possible Action to Recommend the Board of Directors Authorize the Chief Executive Officer (CEO) or his Designee to Authorize Lease Renewal with Greyhound Lines, Inc. at the Staples Street Center Building	S. Montez	3 min.	Pages 10-15 Attachment A PPT
f.	Committee Chair Report	A. Muñoz	3 min.	-----
g.	Adjournment	A. Muñoz	1 min.	-----

Total Estimated Time: 24 min.

OPERATIONS & CAPITAL PROJECTS COMMITTEE

Eloy Salazar, Committee Chair

Lynn Allison Beatriz Charo Beth Owens

	TOPIC	SPEAKER	EST.TIME	REFERENCE
1.	Roll Call	M. Montiel	2 min.	-----
2.	Safety Briefing	G. Casas	3 min.	-----
3.	Confirm Posting of Meeting's Public Notice in Accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551	E. Salazar	1 min.	-----
4.	Receipt of Conflict of Interest Affidavits	E. Salazar	2 min.	-----
5.	Opportunity for Public Comment 3 min. limit – no discussion	E. Salazar	3 min.	-----
Public Comment may be provided in writing, limited to 1,000 characters, by using the Public Comment Form online at www.ccrta.org/news-opportunities/agenda or by regular mail or hand-delivery to the CCRTA at 602 N. Staples St., Corpus Christi, TX 78401, and MUST be submitted no later than 5 minutes after the start of a meeting in order to be provided for consideration and review at the meeting. All Public Comments submitted shall be placed into the record of the meeting.				
6.	Discussion and Possible Action to Approve the Operations & Capital Projects Committee Meeting Minutes of November 19, 2025	E. Salazar	3 min.	Pages 1-4
7.	Discussion and Possible Action to Recommend the Board of Directors Authorize the Chief Executive Officer (CEO) or his Designee to Exercise Option Year One with MV Transportation for Paratransit and Small Bus Operations	G. Robinson	3 min.	Pages 5-6 PPT
8.	Committee Chair Report	E. Salazar	3 min.	-----
9.	Adjournment	E. Salazar	1 min.	-----

Total Estimated Time: 21 min.

LEGISLATIVE COMMITTEE

Lynn Allison, Committee Chair

Gabi Canales Jeremy Coleman Jahvid Motaghi Aaron Muñoz

NO MEETING

RURAL AND SMALL CITIES COMMITTEE

Beatriz Charo, Committee Chair

David Berlanga Beth Owens Eloy Salazar

NO MEETING

On **Thursday, February 19, 2026** this Notice was posted by **Marisa Montiel** at the CCRTA Staples Street Center, 602 N. Staples Street, Corpus Christi, Texas; and sent to the Nueces County and the San Patricio County Clerks for posting at their locations.

PUBLIC NOTICE is given that the Board may elect to go into executive session at any time during the meeting in order to discuss matters listed on the agenda, when authorized by the provisions of the Open Meetings Act, Chapter 551 of the Texas Government Code. In the event the Board elects to go into executive session regarding an agenda item, the section or sections of the Open Meetings Act authorizing the executive session will be publicly announced by the presiding officer.

In compliance with the Americans with Disabilities Act, individuals with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the Assistant Secretary to the Board at (361) 903-3474 at least 48 hours in advance so that appropriate arrangements can be made. Información en Español: Si usted desea esta información en Español o en otro idioma, por favor llame al teléfono (361) 289-2712.

Mission Statement

To provide our riders with safe, accessible, convenient, and sustainable transportation solutions that unites communities and promotes local economic growth.

Vision Statement

Provide an integrated system of innovative accessible and efficient public transportation services that increase access to opportunities and contribute to a healthy environment for the people in our service area.

**CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY
ADMINISTRATION & FINANCE COMMITTEE MEETING MINUTES
WEDNESDAY, November 19, 2025**

Summary of Actions

1. **Roll Call**
2. **Heard Safety Briefing**
3. **Confirmed Posting of Meeting's Public Notice in Accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551**
4. **Receipt of Conflict of Interest Affidavits – None Received**
5. **Opportunity for Public Comment – No Public Comments**
6. **Approved the Administration & Finance Committee Meeting Minutes of October 22, 2025**
7. **Approved to Recommend the Board of Directors Authorize the Chief Executive Officer (CEO) or Designee to Execute Payment of \$980,917 to Texas Municipal League Inter-Governmental Risk Pool (TML-IRP) for the following lines of coverage for FY2026: Auto Liability Insurance, Auto Catastrophe Insurance, Property Insurance, General Liability Insurance, Errors & Omissions Insurance, Public Employee Dishonesty, Law Enforcement Liability and Workers' Compensation Insurance**
8. **Approved to Recommend the Board of Directors Authorize the Chief Executive Officer (CEO) or Designee to Award a Contract to Securian Financial for Life and Accidental Death & Dismemberment Insurance for an amount not to exceed \$507,063.00**
9. **Heard Committee Chair Report**
10. **Adjournment**

The Corpus Christi Regional Transportation Authority Board of Directors met at 8:30 a.m. in the Corpus Christi Regional Transportation Authority Staples Street Center facility located at 602 N. Staples Street, 2nd Floor Board Room Corpus Christi, Texas.

Call to Order & Roll Call

Anna Jimenez; Committee Chair, called the meeting to order at 8:30 a.m. Marisa Montiel called roll and stated that a quorum was present.

Board Members Present

David Berlanga, Jeremy Coleman, Anna Jimenez, and Aaron Munoz.

Board Members Absent

Gabi Canales.

Staff Present

Gilbert Casas, David Chapa, Angelina Gaitan, John Esparza, Derrick Majchszak, Sharon Montez, Marisa Montiel, Rita Patrick, Gordon Robinson, Miguel Rendón, and Robert Saldaña.

Public Present

Will White, Securian Financial. Joe Saldana, Gillig. Robbie Nash, Nash Entities, LLC. Heather Wrazidlo.

Safety Briefing

Mr. John Esparza, Safety Administrator, gave a safety briefing to the Board and audience. He provided exit instructions in the event of an emergency. Ms. Montiel would account for all Board Members and he would be the last out to ensure everyone exits safely.

Confirmed Posting of Meeting's Public Notice in Accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551

Ms. Montiel confirmed proper posting of the meeting. She noted there was a typographical error when it was initially posted, but it has been corrected and reposted.

Receipt of Conflict of Interest Affidavits

None received.

Opportunity for Public Comment

None received.

Public Comment may be provided in writing, limited to 1,000 characters, by using the [Public Comment Form](http://www.ccrta.org/news-opportunities/agenda) online at www.ccrta.org/news-opportunities/agenda or by regular mail or hand-delivery to the CCRTA at 602 N. Staples St., Corpus Christi, TX 78401, and **MUST** be submitted no later than 5 minutes after the start of a meeting in order to be provided for consideration and review at the meeting. All Public Comments submitted shall be placed into the record of the meeting.

Discussion and Possible Action to Approve the Administration & Finance Committee Meeting Minutes of October 22, 2025

DIRECTOR AARON MUÑOZ MADE A MOTION RECOMMEND THE BOARD OF DIRECTORS APPROVE THE ADMINISTRATION & FINANCE COMMITTEE MEETING MINUTES OF OCTOBER 22, 2025. DIRECTOR DAVID BERLANGA SECONDED THE MOTION. BERLANGA, COLEMAN, JIMENEZ, AND MUÑOZ VOTING IN FAVOR. OPPOSED NONE. ABSENT CANALES.

Discussion and Possible Action to Recommend the Board of Directors Authorize the Chief Executive Officer (CEO) or Designee to Execute Payment of \$980,917 to Texas Municipal League Inter-Governmental Risk Pool (TML-IRP) for the following lines of coverage for FY2026: Auto Liability Insurance, Auto Catastrophe Insurance, Property Insurance, General Liability Insurance, Errors & Omissions Insurance, Public Employee Dishonesty, Law Enforcement Liability and Workers' Compensation Insurance

Mr. Miguel Rendón, Deputy Chief Executive Officer, presented the item. Mr. Rendón noted that CCRTA is self-insured through The Texas Municipal League Intergovernmental Risk Pool (TMLIRP). The Authority has been a member of the Liability Property Fund since 1990 and joined the Worker's Compensation Fund in 2009. Participation in the funds was initiated by entering into Interlocal Agreements with the participating pool member local governments. He presented a chart of coverages and contributions that displayed types of coverage, limits, deductibles, and contributions from 2024-2026. The Grand total for 2026 is \$980,917. Mr. Rendón pointed out that everyone in the pool saw an increase of 50%. Secretary Allison said it was a startling jump and asked if this was included in the budget. Mr. Rendón replied that he always adds an increase within the budget for this item. Director Muñoz asked if TML provided a reason for the increase and Mr. Rendón replied if one claimant has a catastrophic event, it spreads through the pool. Director Muñoz noted a good job on reducing accidents to help save money and keep employees safe. Director Muñoz asked if the auto insurance will go down once the older vehicles and buses are phased out, and when new buses are purchased, if the budget is adjusted accordingly. Mr. Rendón replied that there is not a major impact to the insurance with the phase out of older vehicles, and yes, the budget would be adjusted. Director Berlanga asked if TML applies rate adjustments statewide versus regionally. Mr. Rendón replied statewide.

DIRECTOR DAVID BERLANGA MADE A MOTION TO RECOMMEND THE BOARD OF DIRECTORS AUTHORIZE THE CHIEF EXECUTIVE OFFICER (CEO) OR DESIGNEE TO EXECUTE PAYMENT OF \$980,917 TO TEXAS MUNICIPAL LEAGUE INTER-GOVERNMENTAL RISK POOL (TML-IRP) FOR THE FOLLOWING LINES OF COVERAGE FOR FY2026: AUTO LIABILITY INSURANCE, AUTO CATASTROPHE INSURANCE, PROPERTY INSURANCE, GENERAL LIABILITY INSURANCE, ERRORS & OMISSIONS INSURANCE, PUBLIC EMPLOYEE DISHONESTY, LAW ENFORCEMENT LIABILITY AND WORKERS' COMPENSATION INSURANCE. DIRECTOR AARON MUÑOZ SECONDED THE MOTION. BERLANGA, COLEMAN, JIMENEZ, AND MUÑOZ VOTING IN FAVOR. OPPOSED NONE. ABSENT CANALES.

Discussion and Possible Action to Recommend the Board of Directors Authorize the Chief Executive Officer (CEO) or Designee to Award a Contract to Securian Financial for Life and Accidental Death & Dismemberment Insurance for an amount not to exceed \$507,063.00

Ms. Angelina Gaitan, Director of Human Resources, presented the item. Ms. Gaitan introduced Mr. Will White, Securian Financial representative, and noted CCRTA provides group life and accidental death and dismemberment coverage at no cost to the employee at a maximum amount of \$100,000. Employees may voluntarily purchase additional coverage for spouse/children as well as supplemental coverage for themselves and the premium is paid by the employee. Minnesota Life has been administering these services since 2018 and is a subsidiary of Securian Financial. Next, she displayed the table of the RFP evaluation breakdown. Securian Financial came in with the highest score of 91.38. Three proposals were received, of which two were evaluated and one was deemed unresponsive. Ms. Gaitan noted that the other proposer, Dearborn Life, would only guarantee price rate for three years, then the price would increase in the following two years, and did not provide pricing for supplemental coverages. The annual basis cost is estimated at approximately \$507,063 and has been budgeted within department budgets for \$101,412.60. The cost is split with a portion of about \$49,200 being paid by the employees for additional voluntary products and the remaining \$52,1212 paid by CCRTA. Secretary Allison asked for a ballpark number of employees that purchase the voluntary options. Mr. White replied 229 employees are enrolled in basic life, and 101 enrolled in supplemental, with overall participation level of 44%.

Director Torres asked how Dearborn scored lower when their price was approximately \$100,000 lower. Mr. Derrick Majchszak, Chief Executive Officer, replied the cost is a separate issue and scoring is based off of technical data and summary that is submitted, this is done to prevent biased ratings from staff on pricing. Ms. Gaitan added that Securian Financial was able to provide the full scope of coverage requested in the proposal versus Dearborn, who only submitted information on Life and AD&D for the employee coverage, and did not provide the employee voluntary supplemental coverage. Director Berlanga asked if this missing information was requested from Dearborn, and Ms. Gaitan replied that it was requested in the original proposal. Mr. Majchszak added that Dearborn's price only displays employee coverage, not supplemental coverage, and Securian includes both, making Dearborn seem lower. He added, this should have been broken down to show RTA's portion for each one. Secretary Allison noted the presentations should include these breakdowns and be more detailed. Director Berlanga asked why we are not going back to proposers if the requested information is not submitted. Mr. Roland Barrera, Roland Barrera Insurance, said it is part of the procurement process to have a pre-proposal meeting to answer all these questions, and they are encouraged to attend. Mr. Majchszak added that there can be transparency issues if staff were to reach out to one to request more information, and not the other.



DIRECTOR AARON MUÑOZ MADE A MOTION RECOMMEND THE BOARD OF DIRECTORS AUTHORIZE THE CHIEF EXECUTIVE OFFICER (CEO) OR DESIGNEE TO AWARD A CONTRACT TO SECURIAN FINANCIAL FOR LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE FOR AN AMOUNT NOT TO EXCEED \$507,063.00. VICE CHAIR ANNA JIMENEZ SECONDED THE MOTION. *COLEMAN, JIMENEZ, AND MUÑOZ VOTING IN FAVOR. OPPOSED BERLANGA. ABSENT CANALES.*

Heard Committee Chair Report

Vice Chair Jimenez noted she was excited to spend time with everyone at the Thanksgiving Luncheon the following day, and hoped to see everyone there.

Adjournment

There being no further review of items, the meeting adjourned at 9:07 a.m.

Submitted by: Marisa Montiel

Subject: Award a Contract to Metropolitan Life Insurance Company for Short-Term Disability, Long-Term Disability and Supplemental Insurance

Background

The CCRTA provides long-term disability insurance to full-time employees who have been employed for one (1) year and pays the premium cost. We also offer short-term disability insurance to active employees working a minimum of 32 hours per week and the employee is responsible for the premium cost. CCRTA is also providing employees with the ability to sign up for Supplemental Insurance coverages to include Accident, Critical Illness, and Hospital Indemnity, which the employees will be responsible for paying these premium costs as well. Our current contract with UNUM for LTD & STD will expire on April 30, 2026.

The table below represents the volume of usage for the LTD & STD Coverages:

Coverage Type	Total Number of Utilization by Employees
LTD Coverage	203
STD Coverage	118

Currently we do not offer Supplemental Coverage for Accident, Critical Illness, or Hospital Indemnity, we do not have a utilization number available.

Identified Need

The STD & LTD Insurance was awarded to UNUM in 2021 for a three-year base contract with two (2) one-year options. CCRTA has identified the need for our employees to have these types of insurance options available to them when unexpected incidents occur.

Analysis

A Request for Proposal (RFP) was issued on Wednesday, November 19, 2025, 52 prospective bidders were notified. The pre-proposal meeting was held on December 3, 2025, and (2) vendors attended in person and online. A total of 18 bidders downloaded the files. Proposal submission was due on January 7, 2026, a total of (3) proposals were received and deemed responsive. However, two (2) were deemed disqualified due to the following reasons:

- (1) Bidder (AFLAC) provided cost for only the Supplemental Coverages and did not include the STD & LTD insurance costs
- (1) Bidder (UNUM) only provided cost for one-year services for STD & LTD rather than the three-year contract request

The one proposal from Metropolitan Life Insurance Company was deemed responsive and provided a compatible proposal to the product we currently have in place as well as those supplemental coverages that we were looking for. CCRTA requested a BAFO (best and final offer) for the pricing available on all the STD and Supplemental coverage and

Metropolitan Life Insurance Company responded with a lower amount than what was originally submitted. The cost for LTD insurance was acceptable in the original submittal.

The evaluation criteria consisted of the following:

- Scope of Services & Approach 25 pts
- Plan Design and Benefits 20 pts
- Experience & Qualifications 10 pts
- Technology and Reporting Capabilities 10 pts
- Transition & Implementation Plan 5 pts
- Value-Added Services 5 pts
- Pricing and Fees 25 pts

The table below represents the results of the evaluations:

Proposer	Scope of Services & Approach (25 pts)	Plan Design & Benefits (20 pts)	Experience & Qualifications (10 pts)	Technology & Reporting Capabilities (10 pts)	Transition & Implementation Plan (5 pts)	Value-Added Services (5 pts)	Cost (25 pts)	Total Average
Metropolitan Life Insurance Company	20.20	15.40	9.00	6.60	4.40	4.40	25.00	85.00
UNUM	23.00	18.40	9.40	8.60	4.80	4.60	0.00	----

**Final evaluation score for UNUM was not completed because they only proposed for one-year rather than the requested three-year contract*

The table below lists the total estimated costs for the Three-Year Base:

Insurance Category	Estimated Annual Total	Estimated Three-Year Total
Long-Term Disability	\$97,500.12	\$292,500.36
Short-Term Disability*	\$45,625.00	\$136,895.00
Supplemental Coverages*	\$10,697.34	\$32,092.02
Annual & Three-Year Totals	\$153,822.46	\$461,487.38

**STD and Supplemental Coverages are based on exactly which product the employee signs up for; these are estimated provided as this portion is reimbursed to the agency by the employee through payroll deductions. Supplemental Coverages estimates are based on employee single coverage selection.*

The table below reflects the Cost Savings Comparison for the Long-Term Disability between the current incumbent (UNUM) and Metropolitan Life Insurance Company:

Vendor	Rate per \$100 of Covered Monthly Payroll	Estimated Annual Premium
Metropolitan Life	\$0.671	\$97,500.12
UNUM	\$1.000	\$131,358.60

The cost savings for the Long-Term Disability portion is approximately 35% on an annual basis.

Disadvantaged Business Enterprise

This item is not funded by federal funds.

Financial Impact

The annual cost for FY2026 is estimated to be approximately \$153,822.46. This cost is split with a portion of about \$56,322.34 being paid by the employees for STD and supplemental products and the remaining \$97,500.12 paid by CCRTA. These monies are 100% budgeted within individual operating department budgets. A portion of this contract is dependent upon the employee’s selected coverage tier (single or family) and will fluctuate based on employment-related factors.

Board Priority

The Board Priority is Transparency.

Recommendation

Staff requests the Board of Directors to authorize the Chief Executive Officer (CEO) or designee to award a three-year contract to Metropolitan Life Insurance Company for an amount not to exceed the schedule of values listed below:

SHORT-TERM DISABILITY

THREE-YEAR CONTRACT

Rates are per \$10 of Weekly Benefit.
Current Lives is 118

Age Group	Rates
18-24	\$ 0.32
25-29	\$ 0.32
30-34	\$ 0.34
35-39	\$ 0.30
40-44	\$ 0.33
45-49	\$ 0.40
50-54	\$ 0.49
55-59	\$ 0.60
60-64	\$ 0.71
65-69	\$ 0.86
70+	\$ 0.86

LONG-TERM DISABILITY

THREE-YEAR CONTRACT

Term	Current Lives	Eligible * Monthly Salaries	Monthly Billing Rate	Monthly Premium
Year 1	203	\$1,094,696	\$ 0.67	\$ 8,125.01
Year 2	203	\$1,094,696	\$ 0.67	\$ 8,125.01
Year 3	203	\$1,094,696	\$ 0.67	\$ 8,125.01

ACCIDENTAL INSURANCE

THREE-YEAR CONTRACT

Proposed Rates – Low Plan

Type	Monthly (12)
Employee Only	\$13.02
Employee + Spouse	\$25.83
Employee + Children	\$31.01
Employee + Spouse and Children	\$36.68

Proposed Rates – High Plan

Type	Monthly (12)
Employee Only	\$16.26
Employee + Spouse	\$32.12
Employee + Children	\$38.50
Employee + Spouse and Children	\$45.53

CRITICAL ILLNESS INSURANCE

THREE-YEAR CONTRACT

Monthly (12) Premium Rates

Uni-Tobacco

Premium per \$1,000 of Coverage

Attained Age	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Spouse and Child(ren)
<25	\$0.46	\$0.77	\$0.77	\$1.08
25 - 29	\$0.51	\$0.85	\$0.81	\$1.15
30 - 34	\$0.59	\$0.98	\$0.90	\$1.28
35 - 39	\$0.77	\$1.25	\$1.07	\$1.56
40 - 44	\$1.00	\$1.62	\$1.31	\$1.93
45 - 49	\$1.37	\$2.16	\$1.68	\$2.47
50 - 54	\$1.94	\$2.94	\$2.24	\$3.25
55 - 59	\$2.74	\$4.04	\$3.05	\$4.35
60 - 64	\$3.66	\$5.30	\$3.96	\$5.60
65 - 69	\$4.61	\$6.65	\$4.92	\$6.96
70 - 74	\$5.99	\$8.64	\$6.31	\$8.95
75+	\$8.04	\$11.72	\$8.35	\$12.03

Multiply per \$1,000 rates shown above by the benefit amount divided by \$1,000 (e.g., 15 for \$15,000 of coverage) and round to two decimals to calculate rates for the quoted benefit amounts. Note that per \$1,000 rates are only applicable to the benefit amounts shown in this C&B. Final implemented rates may vary slightly due to rounding.

HOSPITAL INDEMNITY PLAN

THREE-YEAR CONTRACT

Proposed Rates – Low Plan

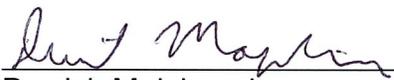
Type	Monthly (12)
Employee Only	\$14.33
Employee + Spouse	\$31.96
Employee + Children	\$24.78
Employee + Spouse and Children	\$42.42

Proposed Rates – High Plan

Type	Monthly (12)
Employee Only	\$23.14
Employee + Spouse	\$52.38
Employee + Children	\$39.17
Employee + Spouse and Children	\$68.41

Respectfully Submitted,

Submitted & Angelina Gaitan
Reviewed by: Director of Human Resources

Final Approval by: 
Derrick Majchszak
Chief Executive Officer

Subject: Authorize Lease Renewal with Greyhound Lines, Inc. at the Staples Street Center Building

Background

Greyhound Lines, Inc., was one of the first tenants of the Staples Street Center in 2016, when the building opened. Their office space is located on the first floor, in the Customer Service area, of the building, and is approximately 1,667 rentable square feet. Additionally, Greyhound utilizes two bus slots, adjacent to the building.

Greyhound is allowed up to 3 unreserved parking spaces for their employees, as part of the lease agreement. Greyhound shall also have access to any community room facilities for meetings or conferences, upon coordination with CCRTA staff.

Identified Need

The initial term of the lease was 10 years, commencing when the construction was completed and the space was move in ready, which effectively was August 1st, 2016. The term of the initial lease expires on July 31, 2026.

As part of the initial lease, the tenant has the option to renew the Lease for one additional term of five years at the fair market rental rate. The option on the lease would be from August 1, 2026 to July 31, 2031.

Board Priority

The Board Priority for this item is Facilities and Public Image.

Financial Impact

The amount of the monthly rent is adjusted each year to reflect a 3% annual increase. This annual increase is consistent with the increases on the existing lease.

5-Year Rent Schedule

Year	Base Rate (\$/SF/YR)	Annual Base Rent	Annual Bus Slots	Total Annual Rent	Total Monthly Rent
1	\$23.68	\$39,474.56	\$12,000.00	\$51,474.56	\$4,289.55
2	\$24.39	\$40,658.80	\$12,000.00	\$52,658.80	\$4,388.23
3	\$25.12	\$41,878.56	\$12,000.00	\$53,878.56	\$4,489.88
4	\$25.88	\$43,134.92	\$12,000.00	\$55,134.92	\$4,594.58
5	\$26.65	\$44,428.97	\$12,000.00	\$56,428.97	\$4,702.41

The monthly fee for both bus slots, is \$1,000 a month.

Financial Summary

- **Total Base Rent (5 Years):** \$209,575.80
- **Total Bus Slot Charges (5 Years):** \$60,000.00
- **Total Lease Value (5 Years):** \$269,575.80

The future lease revenue to be generated for the five-year term is estimated at \$269,575.80.

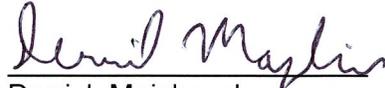
Recommendation

Staff requests the Administration & Finance Committee recommend the Board of Directors authorize the Chief Executive Officer (CEO) or designee to Authorize Lease Renewal with Greyhound Lines, Inc., at the Staples Street Center Building.

Respectfully Submitted,

Submitted and Reviewed by: Sharon Montez
Managing Director of Capital Projects, Customer Service and Eligibility

Final Approval by:


Derrick Majchszak
Chief Executive Officer

LETTER OF AGREEMENT

Re: Lease Proposal – 1,667 Square Feet

Term: Five (5) Years

Date: 02/18/2026

This Letter of Agreement (“Agreement”) outlines the proposed business terms for the lease of approximately 1,667 rentable square feet (“Premises”) for a five (5) year term.

PARTIES

Landlord: CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

5658 Bear Lane, Corpus Christi, Texas 78405 ("Place of Payment")

Tenant: GREYHOUND LINES, INC.

350 N. St. Paul St., Dallas, Texas 75201, Attention: Legal Dept.

1. Premises

Approximately 1,667 square feet of rentable space located in the

CCRTA Staples Street Center at 600 N. Staples Street, Corpus Christi, Texas 78401.

2. Term

Five (5) years commencing on a mutually agreed upon date.

3. Base Rental Rate

Year 1 base rate of **\$23.68 per square foot per year**, with **3% annual increases** thereafter.

4. Bus Parking Charges

Two (2) bus parking slots at **\$1,000 per month total** (\$12,000 annually), fixed throughout the term.

5-Year Rent Schedule

Year	Base Rate (\$/SF/YR)	Annual Base Rent	Annual Bus Slots	Total Annual Rent	Total Monthly Rent
1	\$23.68	\$39,474.56	\$12,000.00	\$51,474.56	\$4,289.55
2	\$24.39	\$40,658.80	\$12,000.00	\$52,658.80	\$4,388.23
3	\$25.12	\$41,878.56	\$12,000.00	\$53,878.56	\$4,489.88
4	\$25.88	\$43,134.92	\$12,000.00	\$55,134.92	\$4,594.58
5	\$26.65	\$44,428.97	\$12,000.00	\$56,428.97	\$4,702.41

Financial Summary

- **Total Base Rent (5 Years): \$209,575.80**
- **Total Bus Slot Charges (5 Years): \$60,000.00**
- **Total Lease Value (5 Years): \$269,575.80**

This Letter of Agreement is intended to summarize the principal business terms only and shall not be considered legally binding until a formal lease agreement is executed by both parties.

If the above terms are acceptable, please indicate your acknowledgment below so that formal lease documentation may be prepared.

Agreed and Accepted:

Landlord _____

Date: _____



361.834.6333 PO BOX 8451 CORPUS CHRISTI, TX 78468

wade@newsoutherncommercial.com

Broker *Wade Spenst*

Date: 02/18/2026

**CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY
OPERATIONS & CAPITAL PROJECTS COMMITTEE MEETING MINUTES
WEDNESDAY, November 19, 2025**

Summary of Actions

1. **Roll Call**
2. **Heard Safety Briefing**
3. **Confirmed Posting of Meeting's Public Notice in Accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551**
4. **Receipt of Conflict of Interest Affidavits – None Received**
5. **Provided Opportunity for Public Comment – None Received**
6. **Approved the Operations & Capital Projects Committee Meeting Minutes of October 22, 2025**
7. **Approved to Recommend the Board of Directors Authorize the Purchase of Seven (7) Fixed Route Compressed Natural Gas (CNG) 40' Buses from GILLIG from the State of Washington Department of Enterprise Services Contract, for a total not to exceed amount of \$6,278,706.00**
8. **Approved to Recommend the Board of Directors Authorize the Chief Executive Officer (CEO) or Designee to Award a Five-Year Contract for Power Washing of the Transfer Stations to Nash Entities, LLC., not to exceed \$416,000**
9. **Heard Committee Chair Report**
10. **Adjournment**

The Corpus Christi Regional Transportation Authority Board of Directors met at 8:30 a.m. in the Corpus Christi Regional Transportation Authority Staples Street Center facility located at 602 N. Staples Street, 2nd Floor Board Room Corpus Christi, Texas.

Call to Order & Roll Call

Committee Chair Eloy Salazar, called the meeting to order at 9:08 a.m. Ms. Marisa Montiel called roll and stated a quorum was present.

Board Members Present

Lynn Allison, Beatriz Charo, Beth Owens (virtual), Eloy Salazar, and Amanda Torres.

Board Members Absent

None

Staff Present

Gilbert Casas, David Chapa, Angelina Gaitan, John Esparza, Derrick Majchszak, Sharon Montez, Marisa Montiel, Rita Patrick, Gordon Robinson, Miguel Rendón, and Robert Saldaña.

Public Present

Will White, Securian Financial. Joe Saldana, Gillig. Robbie Nash, Nash Entities, LLC. Heather Wrazidlo.

Safety Briefing

Mr. John Esparza, Safety Administrator, gave a safety briefing to the Board and audience. He provided exit instructions in the event of an emergency. Ms. Montiel would account for all Board Members and he would be the last out to ensure everyone exits safely.

Confirmed Posting of Meeting's Public Notice in Accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551

Ms. Montiel confirmed proper posting of the meeting. She noted there was a typographical error when it was initially posted, but it has been corrected and reposted.

Receive Conflict of Interest Affidavits

None Received.

Opportunity for Public Comment

None Received.

Discussion and Possible Action to Approve the Operations & Capital Projects Committee Meeting Minutes of October 22, 2025

SECRETARY LYNN ALLISON MADE A MOTION TO APPROVE THE OPERATIONS & CAPITAL PROJECTS COMMITTEE MEETING MINUTES OF SEPTEMBER 24, 2025. DIRECTOR AMANDA TORRES SECONDED THE MOTION. ALLISON, CHARO, OWENS, SALAZAR AND TORRES VOTING IN FAVOR. OPPOSED NONE. ABSENT NONE.

Discussion and Possible Action to Recommend the Board of Directors Authorize the Purchase of Seven (7) Fixed Route Compressed Natural Gas (CNG) 40' Buses from GILLIG from the State of Washington Department of Enterprise Services Contract, for a total not to exceed amount of \$6,278,706.00

Mr. Gordon Robinson, Managing Director of Operations, presented the item noting the Board Priority is Public Image and Transparency. He provided background on the current heavy-duty bus fleet, which includes 61 heavy-duty buses. These are primarily used on directly operated fixed routes. They are also used for special events and emergency services. The Federal Transit Administration (FTA) defines minimal useful life of twelve years or 500,000 miles. Under the 2021 Infrastructure Investment and Jobs Act (IIJA), the Federal Transit Administration (FTA) allows local transit agencies to purchase vehicles from state cooperatives that meet the FTA procurement guidelines. He provided information on GILLIG, who is the leading manufacturer of heavy-duty transit buses in the United States. Mr. Robinson noted seven heavy-duty buses have met their useful life and will need to be replaced to avoid excessive maintenance costs and ensure fleet reliability.

The Seven (7) CNG 40' bus project is budgeted for \$6,207,670.00 and is a Board approved FY2025 CIP project funded partially by 5307 Formula Funds. Total estimated cost is \$6,278,706.00 for (7) CNG Buses. Gillig's quoted estimated costs per CNG unit is \$896,958: 85% Federal at \$5,336,900, or \$762,414 each, and 15% CCRTA at \$941,805, or \$134,543 each. Savings from the recent purchase of two (2) Lone Star ProMaster 3500 vans will be utilized to cover budget variances with this purchase.

Director Berlanga asked how many vendors CCRTA is able to get pricing from. Mr. Robinson confirmed only Gillig and New Flyer, New Flyer being approximately \$200,000 more expensive per unit. Mr. Majchszak added that New Flyer's pricing is variable and too volatile. CCRTA would be required to make progress payments, and New Flyer also includes a variable rate of 5-15% due to tariffs. Director Salazar noted it is very important to highlight this information in the Board presentation to display due diligence that has been done, and there are only two vendors to pick from. Director Owens asked when the delivery would take place, Mr. Robinson replied the first quarter of 2027. Secretary Allison asked for the price that was paid for the buses that are replacing. Mr. Majchszak noted perhaps around \$400,000, and that he was at another agency at the time.

DIRECTOR BEATRIZ CHARO MADE A MOTION TO RECOMMEND THE BOARD OF DIRECTORS AUTHORIZE THE PURCHASE OF SEVEN (7) FIXED ROUTE COMPRESSED NATURAL GAS (CNG) 40' BUSES FROM GILLIG FROM THE STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES CONTRACT, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$6,278,706.00. DIRECTOR AMANDA TORRES SECONDED THE MOTION. ALLISON, CHARO, OWENS, SALAZAR AND TORRES VOTING IN FAVOR. OPPOSED NONE. ABSENT NONE.

Discussion and Possible Action to Recommend the Board of Directors Authorize the Chief Executive Officer (CEO) or Designee to Award a Five-Year Contract for Power Washing of the Transfer Stations to Nash Entities, LLC., not to exceed \$416,000

Ms. Sharon Montez, Managing Director of Capital Programs and Customer Services, presented the item noting the Board Priority is Facilities, Safety, and Public Image. For the background, she in October of 2022, the CCRTA awarded a contract to Nash Entities, LLC for a three-year fixed contract. The current contract amount is \$343,200, for the three-year period, and \$114,400 per year. The current contract expires December 29th of this year, and she noted the benefits of the power washing. She listed the four covered transfer stations: Robstown, Southside, Port/Ayers, and Staples Street. Nash Entities was the lowest responsive bidder. The IFB was issued and six proposals were received, two were non-responsive. She displayed the comparison of the bids. Ms. Montez named past and current clients and noted they have been in business for 22 years. The five-year contract total is \$416,000, or \$83,200 per year, and funding will be provided through local operating funds. She introduced Mr. Robert Nash, owner of Nash Entities, and thanked him for being present. Director Salazar noted it is nice to see more than one proposal.



DIRECTOR AMANDA TORRES MADE A MOTION TO RECOMMEND THE BOARD OF DIRECTORS AUTHORIZE THE CHIEF EXECUTIVE OFFICER (CEO) OR DESIGNEE TO AWARD A FIVE-YEAR CONTRACT FOR POWER WASHING OF THE TRANSFER STATIONS TO NASH ENTITIES, LLC., NOT TO EXCEED \$416,000. DIRECTOR BEATRIZ CHARO SECONDED THE MOTION. *ALLISON, CHARO, OWENS, SALAZAR AND TORRES VOTING IN FAVOR. OPPOSED NONE. ABSENT NONE.*

Heard Committee Chair Report

Committee Chair Munoz thanked everyone for their feedback and the staff for the reports.

Adjournment

Adjourned at 9:29 a.m.

Submitted by: Marisa Montiel

Subject: Exercise Option Year One (1) with MV Transportation, Inc. for Paratransit and Small Bus Operations

Background

Currently, the CCRTA contracts with MV Transportation, Inc. to operate B-Line paratransit including coordination with Uber services, select fixed and flexible routes, special events, and emergency response. Paratransit service is an origin-to-destination transportation service that the CCRTA is required to provide for riders determined eligible based on the Americans with Disabilities Act (ADA) guidelines.

In 2025, MV operated 36,554 fixed route service hours or 13% of 276,776 total fixed route service hours. In addition, MV operated 80,902 B-Line paratransit service hours. In regards to ridership, MV Transportation, Inc. provided services for 572,778 passenger trips or 15% of 3,837,820 total passenger trips within the service area. A summary table containing the number of passenger trips by service mode is included below.

MV Transportation, Inc. Year 2025 Passenger Trips by Service Mode

Service Mode	Passenger Trips
Fixed Route	373,383
B-Line Paratransit	199,078
Department of Public Safety	60
Uber	257
Total	572,778

Currently, MV Transportation, Inc. is continuing to operate the same service modes as in 2025. MV Transportation, Inc. has 115 employees who provide administrative, operations, and maintenance support, Information Technology infrastructure, operator training, and safety training. MV Transportation, Inc. maintains a fleet of 57 cutaway vehicles and 46 support vehicles according to manufacturer specifications.

Identified Need

Effective January 1, 2022, the contract with MV Transportation, Inc. is structured as a five (5) year base with two one (1) year options following Board approval. The base contract with MV Transportation, Inc. will expire on December 31, 2026. To ensure continuity of the CCRTA’s transportation services, staff is seeking Board approval to exercise Option Year One (1). Pending approval, the Option Year One (1) term will begin on January 1, 2027, and end on December 31, 2027.

Financial Impact

The estimated contractual hourly rates and costs of Option Year One (1) are included in the table below. The estimated cost is \$9,864,093.86. Funds to support the Option Year One (1) term will be budgeted in the Fiscal Year 2027 Operating budget.

MV Transportation, Inc. Costs per Year

Year	Annual Fixed Costs	Paratransit Hourly Rate	Fixed Route Hourly Rate (Non-CDL*)	Non-ADA Demand Response Hourly Rate	Fixed Route Hourly Rate (CDL*)	Contract Award Total Costs	Actual Usage and Costs
2022	\$2,333,741.00	\$39.73	\$53.23	\$39.83	\$41.99	\$8,261,939.14	\$7,526,098.12
2023	\$2,233,711.00	\$40.43	\$52.56	\$40.38	\$42.41	\$8,356,225.20	\$7,776,553.57
2024	\$2,305,065.00	\$41.60	\$52.56	\$41.40	\$43.57	\$8,706,346.03	\$8,068,099.63
2025	\$2,350,512.00	\$42.82	\$52.59	\$42.47	\$44.76	\$9,047,557.68	\$8,126,517.65
2026	\$2,461,209.00	\$44.17	\$52.69	\$43.65	\$45.96	\$9,480,917.18	
2027 (Option Year 1)	\$2,517,326.00	\$45.44	\$52.74	\$44.74	\$47.34	\$9,864,093.86	
2026/2027	2.3%	2.9%	0.1%	2.5%	3.0%	4.0%	
2028 (Option Year 2)	\$2,606,896.00	\$46.70	\$52.76	\$45.83	\$48.73	\$10,291,209.52	
Total						\$64,008,288.61	\$31,497,268.97

* CDL: Commercial Driver License

MV Transportation, Inc. Service Hours per Year

Year	Paratransit Service	Fixed Route/Flexible/Special Event Services (Non-CDL)	Non-ADA Demand Responsive Service	Fixed Route Service (CDL)
2022	78,137	42,469	4,695	8,959
2023	80,481	43,743	4,695	8,959
2024	82,896	45,055	4,695	8,959
2025	85,383	46,407	4,695	8,959
2026	87,944	47,799	4,695	8,959
2027 (Option Year 1)	90,582	49,233	4,695	8,959
2026/2027	3.0%	3.0%	0.0%	0.0%
2028 (Option Year 2)	93,300	50,710	4,695	8,959

Based on the contract amount, which includes increases in costs and allowable service hours, the estimated increase in cost from year 2026 to Option Year One (1) in 2027 is \$383,176.68 or 4.0%. Total costs of the Option Year One (1) contract were negotiated and agreed upon by MV Transportation, Inc. and the CCRTA prior to the start of the contract. The increase in costs will primarily support MV Transportation, Inc.'s administration, operations, and maintenance functions, and projected fixed route and B-Line paratransit ridership growth to best meet ridership needs. Actual costs will be determined by service hours, ridership levels, and maintenance activities.

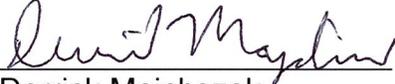
Board Priority

This item aligns with the Board Priority – Ridership.

Recommendation

Staff requests that the Operations & Capital Projects Committee recommend the Board of Directors authorize the Chief Executive Officer (CEO) or designee to Exercise Option Year One (1) with MV Transportation, Inc. for Paratransit and Small Bus Operations for an amount not to exceed \$9,864,093.86.

Submitted by: Gordon Robinson
Managing Director of Operations

Final Approval by: 
Derrick Majchszak
Chief Executive Officer



Contract No. RFP No. 2021-PT-11

PARATRANSIT AND SMALL BUS OPERATIONS CONTRACT

This Paratransit and Small Bus Operations Contract (the “Contract”) is made and entered into by the Corpus Christi Regional Transportation Authority in Corpus Christi, Texas, a political subdivision of the State of Texas organized and existing pursuant to Chapter 451 of the Texas Transportation Code (the “CCRTA”) and MV Contract Transportation, Inc., (the “Contractor”), who agrees to the following:

SECTION 1 – SERVICES TO BE PERFORMED

1.1 Contractor shall provide on behalf of the CCRTA services in accordance with the Scope of Work attached and incorporated by reference. The CCRTA reserves the right to change the services prescribed in the Scope of Work at any time upon two (2) weeks’ written notice to Contractor by specifying additional or fewer hours of operation or changing routes to be served by Contractor in accordance with the terms and compensation adjustments provided herein. The parties may at any time, by mutual agreement set forth in writing, make such other changes within the Scope of Work in the area of services to be performed.

1.2 All of the activities required under this Contract shall be conducted by Contractor at its sole cost and expense, and no additional reimbursement or other compensation shall be paid by the CCRTA to Contractor other than the amounts set forth in Section 3. Compensation. With the exception of specific items to be provided by the CCRTA as set forth herein, Contractor shall provide such equipment, supplies and other materials, employees, management and any other items or services as may be necessary in order to enable Contractor to provide the services in accordance with the terms of this Contract. The CCRTA agrees to furnish facilities, vehicles, radios, fare boxes, certain technology equipment, decals and destination signs for each vehicle to be used by Contractor as needed. Each vehicle provided by the CCRTA will be delivered to Contractor, at a minimum, according to the standards detailed in Exhibit A - Vehicle Acceptance Standards. At the expiration or termination of this Contract, Contractor will return each vehicle to the CCRTA meeting, at a minimum, the standards set Standards set forth in Exhibit A - Vehicle Acceptance Standards.

SECTION 2 – TERMS

2.1 The term of this Contract shall be effective at 12:01 a.m. on Saturday, January 01, 2022, and end at 12:00 midnight on Thursday, December 31, 2026, subject to earlier termination or extension as hereinafter provided. The CCRTA shall have the option to

extend this Contract for two additional one-year options by written notice to Contractor not later than 180 calendar days prior to the expiration of the term. Contractor shall confirm its agreement to such extension within 30 calendar days of such written notice. If such confirmation is not made, this Contract shall not be extended.

SECTION 3 – COMPENSATION

3.1 Contractor's full compensation for all services performed in connection with this Contract shall be accomplished through a fixed cost and variable hourly rate pricing structure for various specific service classes with limited exceptions as outlined herein.

3.2 The Annual Fixed Cost service class represents all elements which do not typically fluctuate with service levels and generally include administrative, corporate, managerial and supervisory, call taking and dispatching, scheduling, facilities and equipment needs and repairs, non-vehicle insurance/liability, vehicle maintenance and servicing personnel costs and desired profit associated with the full range of services outlined in this Contract. Such compensation structure will remain in force until mutually agreed upon by both parties to this Contract.

3.3 Separate hourly rates shall be used to compensate Contractor for each of the following service classes and measurements: Paratransit per vehicle hour, Small Bus Operations per vehicle hour, Flexible Service per vehicle hour, Fleet Maintenance per work hour and Non-Revenue Vehicle Servicing per work hour. The rates for each of these service classes are calculated to reflect all operating costs for each service class except certain parts costs to be passed through to the CCRTA without mark-up where indicated below.

3.4 The Paratransit service class hourly rates include all of the variable costs of service provision, including driver costs, related materials and supplies, insurance/liability claims, vehicle maintenance and vehicle servicing. The Small Bus Operations class rates include all of the variable costs of service provision, including driver costs, related materials and supplies, insurance/liability claims, vehicle maintenance and vehicle servicing. The Flexible Service class rates include all of the variable costs of service provision, including driver costs, related materials and supplies, insurance/liability claims, vehicle maintenance, and vehicle servicing. The Non-Revenue Fleet Maintenance Service class rates include all costs of vehicle maintenance (except parts), including mechanics and related items. The Non-Revenue Vehicle Servicing class rates include all variable costs of servicing the CCRTA's non-revenue fleet, including service workers and related items.

3.5 Should the CCRTA request additional special movement bus services and Contractor supplies such, then the appropriate billing rate shall be based upon Small Bus Operations.

3.6 Fuel costs for all CCRTA owned vehicles applicable to the scope of this Contract

shall be borne by the CCRTA directly.

3.7 The CCRTA agrees to pay Contractor as compensation for providing bus services during the term hereof the following amounts:

Service Class	2022	2023	2024	2025	2026	2027 (Optional	2028 Periods)
A - Annual Fixed Costs	\$2,333,741	\$2,212,819	\$2,283,297	\$2,327,892	\$2,437,508	\$2,492,667	\$2,581,169
B - Paratransit Service (Hourly Rate)	\$39.73	\$40.43	\$41.60	\$42.82	\$44.17	\$45.44	\$46.70
C - Fixed Route/ Flexible/ Special Event Services (non-CDL) (Hourly Rate)	\$53.23	\$52.56	\$52.56	\$52.59	\$52.69	\$52.74	\$52.76
D - Non-ADA Demand Responsive (Hourly Rate)	\$39.83	\$40.38	\$41.40	\$42.47	\$43.65	\$44.74	\$45.83
E – Fixed Route (CDL) (Hourly Rate)	\$41.99	\$42.41	\$43.57	\$44.76	\$45.96	\$47.34	\$48.73
F- Non-Revenue & Support Vehicle Fleet Maintenance (Hourly Rate)*	\$51.06	\$52.59	\$54.17	\$55.79	\$57.47	\$59.19	\$60.96
G - Non-Revenue & Support Vehicle Servicing (Hourly Rate)	\$31.15	\$32.08	\$33.04	\$34.04	\$35.06	\$36.11	\$37.19
Service Class	Hours	Hours	Hours	Hours	Hours	Hours	Hours
B- Paratransit Service	78,137	80,481	82,896	85,383	87,944	90,582	93,300
C - Fixed Route/ Flexible/ Special Event Services (non-CDL)	42,469	43,743	45,055	46,407	47,799	49,233	50,710
D - Non-ADA Demand Responsive	4,695	4,695	4,695	4,695	4,695	4,695	4,695
E – Fixed Route (CDL)	8,959	8,959	8,959	8,959	8,959	8,959	8,959

* Parts are a direct pass-through to the CCRTA for Item F – Non-Revenue & Support Vehicle Fleet Maintenance.

3.8 Payments to Contractor by CCRTA will be as follows:

3.8.1 CCRTA will make semi-monthly progress payments to Contractor, after the work

is performed. The first progress payment each month is due on the 16th day of the month (for services provided from the 1st through the 15th of that month) the second progress payment is due on the 1st day of the following month (for services provided from the 16th through the final day of the month). If the 16th or the 1st day of any month falls on a weekend or holiday, the payment will be due the next business day.

3.8.2 The amount of each progress payment shall be determined by dividing the annual "Total" dollar amount listed on the table above by 30. The monitoring and assessment of the "Total" will be the responsibility of CCRTA and Contractor. CCRTA will provide Contractor with 30 days written notice should CCRTA's assessment indicate that the CCRTA's budget may be exceeded during any year, and the assessment should include steps that CCRTA wants Contractor to take to help remedy the situation.

3.8.3 On or before the 5th working day of each month, Contractor will present the CCRTA with an invoice for the total charges incurred during the preceding calendar month. Such invoice shall be accompanied by the documentation required herein. The CCRTA agrees to pay Contractor based upon its review of such invoices by the 20th of the month or 15 days following receipt of the invoice, whichever is later. The CCRTA will deduct from the invoice the amount of the progress payments provided to Contractor pursuant to Section 3.8.1 herein and upon notice to Contractor, the CCRTA may set-off against Contractor's invoices other amounts owed to the CCRTA by Contractor as provided herein.

3.8.4 In the event of a dispute of any item on an invoice by Contractor, CCRTA may deduct the amount in dispute but shall not withhold the undisputed portion. The CCRTA will provide Contractor notice of any such dispute and any amount withheld. Contractor and CCRTA will then meet to resolve the dispute or shall settle such dispute in a manner prescribed by law.

3.9 Notwithstanding anything to the contrary in this Contract, Contractor and CCRTA will negotiate in good faith equitable adjustments to Contractor's rates in the event Contractor's revenues decrease or operating costs increase as a result of any of the following: (a) CCRTA requests an increase or decrease in the annual scheduled vehicle hours by greater than +/- 20% for demand response services and 25% for fixed and flexible route services, or the equipment, software or tools required to be provided by Contractor; or (b) there is an increase in the city, county, state or federal minimum wage to a level above \$13.00 per hour that requires Contractor to increase wages paid to its employees and/or negatively impacts Contractor's ability to recruit and retain qualified employees for the performance of the Contractor. Contractor shall provide CCRTA written notice of the issue, the changes in costs incurred together with documentation supporting such changes, and the component(s) of the compensation above affected by such changes. If the parties are unable to agree on an equitable adjustment to the applicable rate(s) within 60 days of Contractor's written notice, either party may terminate this Contract upon 180 days' prior written notice to the other party. Such notice of termination shall be given within 120 days of the initial written notification by Contractor, or such right to terminate shall be waived.

SECTION 4 – CONTRACTOR’S REPRESENTATION

4.1 Contractor represents and warrants that it is a Delaware corporation which has been duly organized in Delaware and is licensed to do business in the State of Texas, that it has the requisite authority under its articles of incorporation and all applicable laws to carry on its business and to conduct the operations required herein, that this Contract constitutes the valid and binding obligation of Contractor and is enforceable in accordance with its terms, except to the extent this Contract is affected by bankruptcy or insolvency laws or the appointment of a receiver, and that the execution and delivery of this Contract by Contractor and the performance of its obligations hereunder will not constitute a violation or breach of any other agreement, articles of incorporation, order decree or law applicable to Contractor.

4.2 Contractor further represents and warrants that to the best of its knowledge and belief none of the officers or directors of the CCRTA shall be pecuniary interested or benefited, directly or indirectly, in any contracts to which the CCRTA is a party with Contractor. No gratuities in the form of entertainment, gifts, or otherwise, shall be offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the CCRTA with a view toward securing this Contract or securing favorable treatment with respect to this Contract.

SECTION 5 – CONTRACTOR’S PERFORMANCE

5.1 At all times during the term of this Contract, Contractor shall perform its services in accordance with the provisions hereof and consistent with the highest levels of professional competency and industry standards.

5.2 Contractor shall cause to be collected from all passengers on each bus the amount of fare (including collection or notation of use upon any passes, commuter cards, tickets, tokens, vouchers, coupons or transfers) determined in accordance with the specifications and schedules designated by the CCRTA in writing to Contractor from time to time under this Contract. In the event of any dispute concerning a passenger’s fare, Contractor shall notify the CCRTA promptly outlining the nature of such dispute and the bus trip on which it occurred.

5.3 Contractor agrees to be solely liable for the payment of all wages and other benefits made available to its employees in connection with their employment. All such employees shall at all times hereunder be deemed to be solely the employees of Contractor. Any modification or change in local, state or federal law that causes substantial increase or decrease in Contractor’s costs, including but not limited to mandated increase in wages or benefits, shall cause Contractor and the CCRTA to negotiate a fair and equitable adjustment of the compensation payable to Contractor.

5.4 Contractor and CCRTA agree that during the term of this Contract, neither party shall hire an employee or former employee of the other party without the written approval

of the other party. The term “former employee” used in this provision shall mean employees who have separated their employment within the prior 12 months.

5.5 The CCRTA reserves the right to disapprove, with reasonable cause, any personnel, subcontractors, documentation, manuals, lists, training, or any other material being employed or used by Contractor. If any item is disapproved, it is the sole responsibility of Contractor to correct the deficiency at its own expense. If such a deficiency is not corrected to the satisfaction of the CCRTA, Contractor shall be in default of its contractual obligation under this Contract. Should disapproval potentially result in a delay of timely contract performance, Contractor shall present any such information to the CCRTA prior to the selection of alternatives. Should the CCRTA not timely approve the selection of an alternative, Contractor may reopen negotiations with the CCRTA for extension of the completion date only.

5.6 The CCRTA and its agents shall at all times have access to Contractor’s facilities and vehicles. Inspections may be conducted randomly and without notice, to ascertain compliance with the Scope of Work.

5.7 Contractor agrees that it is fully responsible to the CCRTA for the acts and omissions of its subcontractors and any persons either directly or indirectly employed by it. Nothing contained in this Contract shall create either a contractual relationship between any subcontractor and the CCRTA or an obligation on the part of the CCRTA to pay, or to seek payment of, any sums to any subcontractor. Contractor shall not write any subcontract at variance with any term of this Contract, and the provisions of this Contract shall be incorporated in any subcontract. Any subcontractor proposed is subject to the disapproval of the CCRTA with reasonable cause. Contractor shall supply the CCRTA with a copy of all subcontracts entered into by it which directly pertain to services provided under this Contract.

5.8 The CCRTA agrees to provide all the required licenses and permits for the vehicles and the facility provided to Contractor. Contractor agrees to give all notices and comply with all federal, state and municipal laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of this Contract, including, but not limited to, the laws referred to in this Contract. If this Contract is at variance with any of the foregoing, this Contract shall be adjusted by appropriate modification. Any such modification or change in such laws that would substantially increase or decrease the operations and duties of Contractor shall cause Contractor and the CCRTA to negotiate a fair and equitable adjustment of the compensation payable to Contractor. Upon request, Contractor agrees to furnish to the CCRTA certificates of compliance with all such laws, orders and regulations. Contractor agrees to be responsible for obtaining, at its own expense, all necessary permits and licenses required for performance under this Contract. Contractor agrees to comply with all applicable federal regulations concerning drug testing of employees engaged in public transportation service at its sole cost and expense. Contractor shall operate all services in accordance with the following specific requirements:

- Federal Clean Air Act and EPA requirements;
- Americans with Disabilities Act;
- State of Texas Alternative Fuels Legislation; and
- Commercial Motor Vehicle Safety Act of 1986.

The above list of specific requirements in no way limits Contractor's obligation to comply with all applicable laws and regulations as stated above.

5.9 At all times during the term of this Contract, Contractor shall:

5.9.1 Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age or disability.

5.9.2 Identify itself as an "equal opportunity employer" in all help-wanted advertising or requests.

5.10 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, marital status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall further abide by all regulations required under Title VI. Contractor agrees to include a similar provision to the above in all subcontracts entered into pursuant to this Contract. Contractor shall advise the CCRTA of any complaints filed with the Equal Employment Opportunity Commission, or a similar agency, alleging that it is not an equal opportunity employer. The CCRTA reserves the right to consider such complaints in determining whether or not to grant, renew, extend, or terminate any new contract or portion of a contract for which the work has not been finally completed.

5.11 Contractor shall at all times hereunder maintain full, complete and accurate books of account and records, including costs incurred by Contractor in the performance of this Contract, in order to accurately and thoroughly reflect Contractor's performance of its obligations in connection with this Contract. Such books allow a clear distinction of the activities connected with this Contract. The CCRTA and its duly authorized agents shall have the right at reasonable business hours, from time to time, to obtain from Contractor financial information in the form required by the CCRTA and to inspect and/or audit all work, materials, pertinent payrolls, and other pertinent data and records with regard to this Contract, and to make such photocopies or extracts thereof as are reasonably required by the CCRTA. Contractor agrees to maintain all required records for at least three (3) years after the CCRTA has made the final payment due under this Contract. All books and records of account shall be maintained by Contractor in accordance with generally accepted accounting principles and procedures consistently applied. Contractor shall furnish the CCRTA copies of the audited financial statement on a consolidating basis for Contractor's parent company for the preceding fiscal year not later than 120 days following the end of each fiscal year of Contractor. Contractor also

shall furnish the CCRTA copies of its audited financial statements for each fiscal year of Contractor in which a separate audit of Contractor is performed not later than 120 days following the end of the fiscal year of Contractor.

5.12 The CCRTA agrees that it will not require Contractor to perform its duties in a manner which is unsafe to Contractor's passengers or employees. The CCRTA agrees to review with Contractor any rules or policies which Contractor believes may create an unsafe operating environment.

5.13 Liquidated damages and incentives have been included as part of the Scope of Work under this Contract. Liquidated damages are not imposed as penalty, but as an estimate of the damages that the CCRTA will sustain from delays or poorly performed work under this Contract. These damages, by their nature, are not capable of precise proof. The CCRTA specifically reserves the right to withhold the amount of liquidated damages from monies otherwise due to Contractor. Incentives and liquidated damages will be calculated on a monthly basis and are subject to renegotiation from time to time at the discretion of the CCRTA. The CCRTA will conduct a formal review of Contractor Performance Standards listed in Section 10.0 of the Scope of Work on an annual basis with Contractor.

5.14 Contractor's General Manager shall operate initially on a probationary basis for a six (6) month period to determine the effectiveness of Contractor's operations.

5.15 To the extent that Contractor will not be providing services utilizing large, heavy-duty transit buses, Class "B" Commercial Driver's License (CDL) will not be necessary to qualify as Bus/Vehicle Operator under this Contract. Contractor shall set the minimum license qualifications for operators providing services under this Agreement that do not require a CDL at a Class "C" license.

SECTION 6 – INSURANCE AND INDEMNIFICATION

6.1 Contractor shall maintain at all times during this Contract at its sole cost and expense comprehensive automobile liability insurance, commercial general liability insurance in a form containing contractual liability coverage, and property and casualty insurance covering all risks of loss for the vehicles furnished by the CCRTA. The CCRTA shall be named as an additional insured under each of the foregoing policies. Overall liability coverage on each of these policies, including any umbrella policies, must be at least \$5,000,000. In addition, Contractor shall maintain at all times during the term of this Contract at its sole cost and expense workers' compensation as required by statute and employer's liability insurance with policy limits of \$300,000 containing a waiver of subrogation endorsement waiving any right of recovery under subrogation or otherwise against the CCRTA.

6.2 Each of such insurance policies shall be issued by insurance companies licensed to do business in the State of Texas and rated A- or better by the A.M. Best insurance rating guide. Policies can be issued by a qualified self-insurance plan as approved by the

State of Texas. Each such policy shall name the CCRTA as an additional insured, and a certificate of insurance evidencing such coverage shall be furnished to the CCRTA prior to the commencement of work and maintained throughout the term of the Contract. Such insurance policies shall not be cancelled without thirty (30) days' prior written notice to the CCRTA, and the certificate of such insurance coverage shall have a copy of the cancellation endorsement attached. Copies of the insurance policies shall be promptly furnished to the CCRTA upon its written request.

6.3 Contractor shall indemnify and hold harmless the CCRTA, its directors, officers, employees, agents, attorneys, representatives, successors and assigns, from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and losses of whatsoever kind or character arising out of or in connection with any act or omission of Contractor or its officers, employees or agents, during the term of this Contract. Contractor shall assume on behalf of the CCRTA and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not the CCRTA is joined therein, even if such claim or demand is groundless, false or fraudulent. Within ten (10) days of receiving notice of the existence of any claim or demand which would result in a claim for indemnification hereunder, the CCRTA agrees to send written notice of such claim or demand to Contractor.

6.4 To the maximum extent permitted by law, the CCRTA shall indemnify and hold harmless Contractor, its directors, officers, employees, agents, attorneys, representatives, successors and assigns, from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and losses of whatsoever kind or character arising out of or in connection with any act or omission of the CCRTA or its officers, employees or agents, during the term of this Contract. The CCRTA shall assume on behalf of Contractor and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not Contractor is joined therein, even if such claim or demand is groundless, false or fraudulent. Within 10 days of receiving notice of the existence of any claim or demand which would result in a claim for indemnification hereunder, Contractor agrees to send written notice of such claims or demand to the CCRTA.

SECTION 7 – FORCE MAJEURE

7.1 The CCRTA shall not exercise any of its remedies against Contractor with respect to any default occasioned hereunder as the result of fire, civil commotion, government allocation, rationing or other orders or requirements regarding materials, acts of civil or military authority, natural disasters, strikes or labor disputes, weather emergencies, and any other cause, whether the kind specifically enumerated above or otherwise, which is not reasonably within the control of Contractor, until the expiration of fourteen (14) days from the date of commencement of such default without substantial resumption of services by Contractor pursuant to the terms of this Contract. Upon the expiration of such period, the CCRTA shall be entitled to immediately terminate this Contract. Contractor shall not be liable for any monetary damages in the event of such termination,

and the CCRTA agrees to pay outstanding invoices at the time of termination for services rendered by Contractor.

SECTION 8 – DEFAULT AND TERMINATION

8.1 Contractor shall be deemed to be in default under the terms of this Contract upon: the filing of a voluntary petition in bankruptcy affecting Contractor, the filing of an involuntary petition in bankruptcy affecting Contractor which is not dismissed or stayed within 120 calendar days, any assignment by Contractor for the benefit of creditors, the voluntary commencement of proceedings for reorganization of Contractor under any applicable receivership or bankruptcy statutes, the involuntary commencement of proceedings for reorganization of Contractor which is not dismissed or stayed within 120 calendar days, the insolvency or inability of Contractor to pay its debts when due, Contractor's failure to perform its operations required under this Contract, the determination by the CCRTA that any material representation or warranty by Contractor made pursuant to this Contract was false or misleading in any material respect when made, or any default by Contractor under any other agreement with the CCRTA. In the event of any such default, the CCRTA reserves the right to terminate this Contract upon giving Contractor sixty (60) calendar days' written notice and opportunity to cure such default. The CCRTA may also pursue its rights, claims and remedies available at law or in equity including, but not limited to, monetary damages by reason of such default.

8.2 Upon any such termination, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise), and deliver or otherwise make available to the CCRTA all pertinent data, reports, summaries, and such other information and materials as may have been accumulated by Contractor in performing under this Contract, whether completed or in progress. The CCRTA agrees to pay any outstanding invoices at the time of termination for services rendered by Contractor, subject to any rights of offset for amounts owing to the CCRTA.

SECTION 9 – MISCELLANEOUS

9.1 All notices, requests or other communications relating to this Contract shall be made in writing and may be given by: (i) depositing same in the United States mail, postage prepaid, registered or certified, with return receipt requested, addressed as set forth in this paragraph, or (ii) delivering the same to the party to be notified. Notice given in accordance with (i) herein shall be effective upon deposit in the United States mail. The notice addresses of the parties shall, until changed, be as follows:

CCRTA: Corpus Christi Regional Transportation Authority
 ATTN: Chief Executive Officer
 602 N. Staples Street
 Corpus Christi, Texas 78401

With a copy to: Wood Boykin & Wolter, PC
 ATTN: John D. Bell

615 N. Upper Broadway, Suite 1100
Corpus Christi, Texas 78477

CONTRACTOR: MV Contract Transportation, Inc.
ATTN: Chief Executive Officer
2711 N. Haskell Ave. Suite 1500, LB-2
Dallas, TX 75204

With a copy to Office of the General Counsel
MV Contract Transportation, Inc.
2711 N. Haskell Ave. Suite 1500, LB-2
Dallas, TX 75204

And contractsreview@mvtransit.com

The parties hereto shall have the right from time to time to change their respective addresses for purposes of notice hereunder by giving a notice of such effect in accordance with the provisions of this paragraph.

9.2 Contractor shall not assign or subcontract any of its rights, duties or obligations provided herein without the prior written consent of the CCRTA, which consent shall not be unreasonably withheld. Contractor shall be entitled to assign, pledge or encumber its right to receive payments hereunder pursuant to security interests created in conformity with the Uniform Commercial Code so long as the CCRTA shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of this Contract, and any such assignment, pledge or encumbrance shall be subject to the rights of offset of the CCRTA for liquidated damages as provided in this Contract.

9.3 In the event that any section, subsection or paragraph of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such termination shall not affect the remainder of this Contract and the same shall be given full force and effect as if said invalid section, subsection or paragraph had not been included herein.

9.4 This Contract shall be interpreted, constructed and governed by the laws of the United States and the State of Texas and shall be enforceable in any court of competent jurisdiction in Nueces County, Texas.

9.5 This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. Electronic or digital signatures transmitted electronically or otherwise on copies of this Contract shall have the same force and effect as an originally-signed instrument. No amendments, modifications or other changes to this Contract shall be valid or effective absent the written agreement of the parties hereto.

9.6 Contractor shall adhere to the CCRTA's Emergency Preparedness policies and procedures regarding emergency situations, evacuation, and recovery needs for persons of special needs during hurricane threats and emergency events.

SECTION 10 – CONTRACT DOCUMENTS

The documents comprising this Contract include:

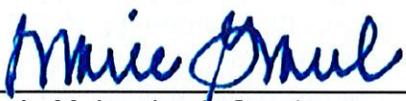
- Scope of Work
- Federal Supplemental Conditions
- Standard Service Terms and Conditions
- Special Terms and Conditions
- Exhibit A – Vehicle Acceptance Standards
- Exhibit I – Service Area
- Exhibit II – Vehicle List
- Exhibit III – Policies and Procedures

In addition, the Proposal by Contractor (Dated July 21, 2021) together with the Proposed Revenue Schedule (as revised by the letter dated November 5, 2021) and the Certification Forms submitted with such Proposal are incorporated by reference and made a part of this Contract to the extent not in direct conflict herewith.

EXECUTED this 10th day of December, 2021.

MV TRANSPORTATION, INC.

CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

By: 
Marie Meisenbach Graul
Chief Financial Officer

By: 
Jorge Cruz-Aedo
Chief Executive Officer

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FOR SERVICE INITIATION JANUARY 1, 2022

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SCOPE OF WORK

1.0 INTRODUCTION

1.1 Background

1.1.1 On August 10, 1985, the citizens of Corpus Christi, Robstown, Agua Dulce, Driscoll, Gregory, and the unincorporated areas of Nueces County voted in favor of a half-cent sales tax to establish the Regional Transportation Authority (CCRTA). In January 1986, the CCRTA became self-governing. Prior to this, the City of Corpus Christi provided public transportation to the citizens of Corpus Christi. Port Aransas joined the CCRTA on May 5, 1987, and Bishop joined on September 1, 1992.

1.1.2 The CCRTA is governed by an eleven-member Board of Directors. The Board currently consists of five members appointed by the Corpus Christi City Council, three members appointed by Nueces County Commissioners Court, and two members appointed by the Committee of Mayors comprised of the mayors of the area cities other than Corpus Christi. The board members appoint an eleventh member to serve as the Chairperson.

1.1.3 CCRTA staff oversees day-to-day CCRTA operations. At the issuance of this RFP, staff activities occur at two facilities: The Administrative Facility at 602 N. Staples and an Operations Facility at 5658 Bear Lane. All locations are in Corpus Christi. Staff activities are directed by the Chief Executive Officer (CEO), who reports to the Board of Directors.

1.1.4 The CCRTA provides public transportation services within the Coastal Bend area of South Texas encompassing 846 square miles with an estimated population of 400,000. Cities within the service area include Agua Dulce, Banquete, Bishop, Corpus Christi, Driscoll, Gregory, Port Aransas, Robstown, San Patricio and unincorporated areas of Nueces County.

1.1.5 Prior to the COVID-19 pandemic, CCRTA operated a total of 38 services which included 1 Autonomous, 25 Fixed-route, 1 Flex, 1 On-demand, and 10 Commuter Express services. CCRTA also provided contracted Paratransit service, contracted On-demand service in rural areas, and administered a contracted Vanpool program. Currently CCRTA is operating 33 services including 1 Autonomous, 24 Fixed-route, 1 Flex, 1 On-demand, and 6 Commuter Express services. In addition, the CCRTA continues to provide contracted Paratransit service, contracted On-demand service in rural areas, and administers a contracted Vanpool program.

1.1.6 Demand response paratransit service is also available to certified ADA eligible individuals with disabilities through the CCRTA's B-Line service. This Scope of Work covers all demand response programs. Future CCRTA plans include demand response services beyond ADA services, and these services will be part of this scope of services.

1.1.7 In 1991, the CCRTA Board of Directors appointed a special advisory committee that serves to provide support to staff and the CCRTA Board of Directors. This committee, now called the RTA Committee on Accessible Transportation (RCAT), is charged with representing the interests of people with disabilities in the development of policy and operational practices of the CCRTA.

1.1.8 The CCRTA is dedicated to the provision of fixed route and demand response transportation services for individuals with disabilities. All CCRTA revenue vehicles on fixed route and demand response services are ADA wheelchair accessible.

1.2 Service Start-Up and Continuity

1.2.1 This Scope of Work covers services provided during the specified dates. Contractor will initiate service on January 1, 2022 and continue through December 31, 2026. Thereafter, the CCRTA and Contractor may agree to up to two (2) one-year options.

1.2.2 The services included in this Scope of Work are currently provided under contract to the CCRTA. Contractor who is ultimately awarded a new contract to provide this Scope of Work is encouraged to work with the current contractor to provide a smooth transition in services. Contractor is also encouraged, but is not required, to consider the hiring of existing contract staff to provide the services as described in this Scope of Work.

1.2.3 The current contractor has a Collective Bargaining Agreement (CBA) with Teamsters Local 657. Contractor shall honor the current CBA until a new one can be negotiated in good faith unless a new CBA has been negotiated by Contractor prior to the start date of this Contract.

1.2.4 Transition/Implementation Plan. Contractor must follow the transition/implementation plan submitted with its proposal in transitioning to the service under this Contract.

1.3 CONTRACTOR'S Operations Facilities

1.3.1 The CCRTA's Operations Facility at 5658 Bear Lane consists of an operations administration building and a vehicle maintenance shop. Contracted maintenance is located within the CCRTA's maintenance shop. Contracted services administration and dispatching are located within the

CCRTA's operations administration building.

1.3.2 The CCRTA will provide utilities for facilities used by Contractor at the CCRTA's cost. The utilities include water, sewer, electricity, gas, and trash removal. Contractor shall be obligated to use such utilities in the manner reasonably necessary for Contractor to provide the service under the contract.

1.3.3 The CCRTA will be responsible for maintenance of the facilities that will be occupied by Contractor. Contractor shall be obligated to maintain the facilities in good and clean condition during the term of this Contract and provide the premises back to the CCRTA upon termination of this Contract in their original condition; reasonable wear and tear accepted. Any damage to facilities resulting from abuse or negligence of Contractor will be the responsibility of Contractor.

1.3.4 Contractor shall have the opportunity to inspect the facilities occupied by Contractor prior to occupancy by Contractor. Upon the completion of such inspection and notation of any required repairs or changes, Contractor shall be required to accept the facilities used by Contractor as being suitable for the purposes of performing the Contract. Contractor shall be responsible for any damages to the facility caused by Contractor's negligence. Contractor agrees to notify the CCRTA promptly in the event any repair is required that must be made by the CCRTA.

1.3.5 Contractor shall be authorized to use the bus wash facility owned and operated by the CCRTA under such joint operating procedures as authorized by the CCRTA. Such use of the bus wash facility shall be subject to Contractor's compliance with the reasonable rules and regulations of the CCRTA. Contractor shall provide all bus wash supplies except exterior soap.

1.3.6 Nothing in this Contract shall constitute the grant of leasehold or any other interest in real property owned by the CCRTA to Contractor in connection with the facilities occupied by Contractor. Contractor is granted a license to use the facilities occupied by Contractor for the purposes contained in the Contract. Contractor shall be required to pay any ad valorem taxes assessed against Contractor's personal property located at the CCRTA's facilities.

1.3.7 Contractor will provide all furniture, copier, fax machine, Internet connections, network switches, physical or virtual servers, computers, and peripherals that are to be used in the performance of this Scope of Work.

1.4 Alterations to Facilities Used by Contractor

1.4.1 Contractor shall not make any alterations, additions, or improvements to the facilities occupied by Contractor without the prior written consent of the CCRTA. All fixtures, alterations, additions, and improvements (except trade fixtures) incorporated into the facilities by Contractor during the term of this Contract shall become the property of the CCRTA upon termination of the Contract.

1.4.2 Contractor shall not place any signs or objects on the roof or any part of the exterior of CCRTA's facilities, nor any fences, walkways or other exterior locations on the premises, without the written consent of the CCRTA.

1.4.3 Contractor shall be responsible for maintaining adequate property and casualty insurance for its personal property and contents located at the facilities occupied by Contractor. Additionally, Contractor shall maintain general liability insurance covering facilities occupied by Contractor, such insurance naming the CCRTA as an additional insured in the manner provided in the Standard Service Terms and Conditions. The CCRTA shall be responsible for maintaining property and casualty insurance of the building and permanent improvements.

2.0 SERVICES

2.1 Policy Development.

The CCRTA is responsible for establishment of policies and planning for the operation of Demand Response (ADA and non-ADA), fixed route, and flex services, including the right to determine and modify, as the CCRTA determines necessary, the following:

- Setting service parameters, including service hours and days, service area;
- Eligibility of ADA and non-ADA demand response passengers;
- Fare policy;
- Setting revenue hours;
- Advertising, promotion, and public information

2.2 Hours of Service and Holidays

2.2.1 The services covered in this Scope of Work will be available to the public in accordance with current schedules and the days and hours specified by the CCRTA. The CCRTA reserves the right to add or reduce service levels including addition of other service models subject to provisions described elsewhere in this Scope of Work.

2.2.2 The primary unit measuring the level of service provided in this Scope of Work is the "vehicle hour." See Glossary.

2.2.3 Other times will not be considered as vehicle hours, and will not be reimbursed under any circumstances. These non-reimbursable times include breaks, fueling time, Driver report time and check-in time, and time required to transport Drivers for shift relief.

2.2.4 Deadhead hours expended for the relief of Drivers (by switching out revenue vehicles) will not be reimbursed, and should not be counted as vehicle hours for statistical purposes.

2.2.5 Holidays. The CCRTA currently operates modified schedules on the holidays listed below. CCRTA reserves the right to add or modify holidays.

New Year's Day	January 1
Easter Sunday	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

Curtailed or modified fixed route services may be required by the CCRTA during above holidays or on holidays other than those listed. In such event, the CCRTA will give Contractor a minimum of seventy-two (72) hours prior notification. All such service will be reimbursed at standard hourly cost rates.

2.3 Maintenance Services

2.3.1 Contractor is responsible for the maintenance of cutaway style vehicles associated with demand response, small fixed routes, and flex services (Exhibit II). There is also a requirement to maintain a fleet of support vehicles (Exhibit II) operated by the CCRTA, in accordance with the periodic preventive maintenance for these vehicles as outlined in Section 7 of the Scope of Work, Maintenance and Vehicle Service.

2.3.2 Contractor will be responsible for repairs on these fleets, as required. Contractor will coordinate any warranty repairs associated with this fleet with the appropriate entity. Repairs of vehicles out of warranty should be accomplished by Contractor as appropriate.

2.3.3 Repairs more cost effectively accomplished by others should be coordinated by Contractor as appropriate.

2.4 Restrictions on Operation of Services

2.4.1 Contractor will not operate outside the local service area of the CCRTA unless specifically authorized by the CCRTA. Vehicles may not be used for any service or business not directly related to specific services described in this Scope of Work, unless specifically authorized by the CEO or designee. Vehicles may not be provided to employees to travel to or from work or for any other reason not directly related to the services provided without prior written approval from the CCRTA. Non-revenue vehicles will be utilized for Driver reliefs.

2.4.2 Contractor will be allowed to use the CCRTA-provided vehicles to operate CCRTA-authorized charter and special services at the CCRTA's request and in accordance with specific guidelines. In addition, Contractor will maintain detailed records of all charter and special service hours and miles operated from pull-out to pull-in.

2.5 Marketing and Public Relations

2.5.1 The CCRTA will be wholly responsible for all advertising and promotion of all modes of transportation services. The CCRTA may, from time to time, require Contractor, at no additional charge to the CCRTA, to: 1) distribute promotional material on vehicles, 2) attend CCRTA board or committee meetings when deemed appropriate by the CEO, and 3) assist in the preparation of passenger training materials.

2.5.2 Contractor is not allowed to produce any kind of educational, promotional, etc. material for distribution to customers, except at the request of the CCRTA.

2.5.3 Contractor is not allowed to conduct any kind of Contractor initiated direct customer survey activities without the written consent of the CEO or designee.

2.5.4 CCRTA shall be the exclusive public media spokesperson in connection with all services provided under this contract and all transportation services. Under no circumstance shall Contractor or its employees be permitted to distribute any confidential or unauthorized printed or written materials pertaining to the CCRTA or other affiliates without explicit permission from the CCRTA's CEO or designee.

2.6 ADA Paratransit Demand Response Services

2.6.1 B-Line Paratransit service is a curb-to-curb, shared ride public transportation for people who have been determined eligible under ADA guidelines, whose disabilities prevent them from using accessible fixed route service. B-Line service is operated during the hours in which the

CCRTA's fixed route services operate (and may include curtailed hours of service on Saturdays, Sundays, and other special service days immediately preceding and following holidays).

2.6.2 The CCRTA is solely responsible for determining passenger eligibility and assigning client certification for the B-Line Transportation Services.

2.6.3 The CCRTA uses guidelines established by the USDOT as the basis for establishing rules, regulations, policy and procedures for managing and operating B-Line ADA paratransit services.

2.6.4 Contractor will be required to regularly supply the CCRTA with updated passenger information acquired through the trip scheduling process.

2.6.5 The CCRTA revenue vehicles provided for the services defined in the Scope of Work are wheelchair accessible. As of January 1, 2021, 34 vehicles are available for paratransit revenue service during periods of peak demand.

2.6.6 The following tables provide basic information on current service and ridership levels for the B-Line service. Figures are daily averages computed from operating data collected during 2019 (Prior to COVID-19) and 2021 (During COVID-19):

2019 (Prior to COVID-19)

B-Line Ridership by Day of Week	Average Boardings	Average Vehicle Hours	Passengers Per Hour
Weekday	731	291	2.49
Saturday	232	134	1.73
Sunday	117	61	1.90

2021 (During COVID-19)

B-Line Ridership by Day of Week	Average Boardings	Average Vehicle Hours	Passengers Per Hour
Weekday	444	268	1.63
Saturday	154	126	1.18
Sunday	69	51	1.28

2.6.7 Contractor may subcontract to provide B-Line services in cases where so doing will save money and provide scheduling efficiencies with

prior written consent of the CCRTA, including rate approval. The subcontractor must mirror CCRTA policy in all areas of employee and operational requirements. The CCRTA will reimburse Contractor for any such approved subcontracting charges, and Contractor will furnish the necessary information to justify any such charges. The subcontractor shall be required to adhere to the same standards as Contractor. Contractor will furnish the CCRTA CEO or designee copies of the subcontractor's drug and alcohol policy before contracting with a subcontractor. The CCRTA CEO or designee must approve all subcontracting agreements related to these services. Contractor will provide dispatch and scheduling service to support such subcontracting operations at no additional cost to the CCRTA. There are currently no vendors under subcontract for the performance of this work.

2.7 Non-ADA Demand Response Services

2.7.1 CCRTA is currently developing plans to pilot a non-ADA demand response service. The proposed service would operate similar to paratransit and customers would be required to register for the service, but there would be no eligibility requirements. The currently proposed service would utilize our current fleet of cutaway style vehicles and would operate in the evening hours after our fixed route and paratransit service ends revenue service. If this service is implemented and successful it may be expanded to regions or zones of our service area where there is not currently fixed route or flex service. Expansion of this service could also include the use of other types of non-CDL vehicles such as traditional passenger vans.

2.8 Small Bus Operations

2.8.1 Small Bus/Flexible Services, as defined for this Scope of Work, include a number of CCRTA routes. Contractor will operate and service vehicles in this group. A list of these vehicles are provided in the CCRTA Vehicle List (Exhibit II).

2.8.2 Small Bus/Flexible Routes and Days of Operation

The CCRTA will identify the actual number of service hours accrued in the CCRTA's operations budget for each contract budget year.

2.8.3 Flexible Service

2.8.3.1 The CCRTA currently has one flexible service, route 93. Future plans include implementing additional flexible services in our service area to augment traditional fixed routes.

2.8.4 The CCRTA will determine operating schedules for all services covered by this Contract. Contractor will be responsible for run-cuts and Driver assignments.

2.8.5 Current standard fares for local service are \$0.75 cents for adults

with a variety of discounts and pass programs available. Park and Ride and Express patrons are charged premium fares of \$1.25. All fares are subject to change in accordance with CCRTA policies. Transfers are issued free upon payment of fare, subject to conditions of use.

2.8.6 The CCRTA schedules are subject to change throughout the year. Most changes occur in mid-January. Additional schedule changes may take place in late May and mid-August. The CCRTA may make schedule and route adjustments for fixed route and flexible services subject to procedures described herein.

2.8.7 The CCRTA reserves the right to make changes in routes and service levels in its best interests.

2.9 Full-Size Bus Services

2.9.1 The CCRTA currently provides all employees required to operate services that utilize full-size buses and require a driver with a CDL. The ability to provide the appropriate levels of uninterrupted service to our community is a priority and it may be determined that Contractor will operate services that utilize full-size buses.

2.9.2 Contractor shall include pricing for providing drivers for full-size buses that require a CDL. Such buses will be maintained by the CCRTA's vehicle maintenance department.

2.9.3 Adequate notice to hire and train the necessary number of drivers will be negotiated with Contractor prior to implementing service.

2.9.4 Contractor will be required to provide insurance on the full-size bus services that it operates on the same basis that it provides insurance on all other operations under this Contract.

3.0 PROJECT MANAGEMENT

3.1 Local Management Team

3.1.1 The CCRTA recognizes the key role of Contractor's local management team in maintaining a working partnership with the CCRTA in order to provide quality service in the management and operation of the Paratransit, Demand Response, and Small Bus/Flexible Services identified in this contract. The CCRTA stresses that the provision of a highly qualified and professional management team is important for this procurement.

3.1.2 To manage this project for the CCRTA, Contractor must provide an appropriate management team that includes a full-time General Manager and key management personnel. Key management personnel include: The General Manager and the most senior person in charge of the following functional areas: Service Operations, Safety and Training, and Vehicle

Maintenance. All key management personnel shall be in place at least ninety (90) days prior to the start of this contract.

3.1.3 Contractor shall fill vacant key management personnel positions with CCRTA approved persons within sixty (60) calendar days of such a position becoming vacant. See section 10.4.9 and 10.4.10 for liquidated damages associated with vacancies of the General Manager and key management positions.

3.1.4 The phone numbers, including mobile number, of key management personnel must be provided to the CCRTA so that an on-call Manager may be contacted by the CCRTA staff 24 hours per day in event of an after-hours emergency, including collisions and incidents. Designated on-call Managers must be approved by the CCRTA CEO or designee. Contractor will inform the CCRTA of the individual on-call. The CCRTA also requires that either Contractor's General Manager or the designated alternate be available, either in person or by telephone and preferably within the service area, at all times that revenue service is provided.

3.2 Contractor's General Manager

3.2.1 The General Manager shall be Contractor's representative for the administration of this Contract and the supervision of work.

3.2.2 The office of the General Manager will be physically located at CCRTA's Operations Administration building at Bear Lane.

3.2.3 The General Manager will be responsible for the day-to-day operations of the services described in the Scope of Work. This individual must have a minimum of four (4) years of supervisory experience and at least six (6) years of experience in public transportation. A Bachelor's Degree in Management, Business Administration or a related field is required but may be substituted with years of experience at a one to one ratio. The General Manager will be responsible to the CCRTA for the safe and reliable provision of all services referenced in this Scope of Work. The General Manager is responsible for the daily activities of all Drivers, Dispatchers, Reservationists, Maintenance workers, and other personnel necessary to support system operations.

3.2.4 The General Manager will work cooperatively with the CCRTA in matters of assuring service quality, providing operational data, responding to comments from passengers and the general public, and responding to specific requests for other assistance as the need arises.

3.2.5 Should Contractor's General Manager be unavailable to perform his/her duties, the General Manager will appoint an alternate Manager to serve in his or her place. Contractor will notify the CCRTA's CEO or designee whenever such substitution will occur prior to the event. If the General Manager will be unavailable for more than two weeks, Contractor

is required to provide a qualified General Manager as a substitute subject to CCRTA approval. Further, if the General Manager position is vacated, a temporary replacement will be made within two weeks. Contractor shall submit to the CCRTA the resume and qualifications of a suitable replacement within thirty (30) days after notification of the General Manager's resignation or termination. **Contractor may not use staff provided for this Contract outside of the CCRTA service area without prior approval of the CCRTA.**

3.2.6 The CCRTA reserves the right to approve or reject the qualifications of the General Manager assigned to this Contract prior to hiring, and may request the removal of the General Manager with cause.

3.2.7 Contractor will assure the CCRTA that the General Manager assigned to this Contract **will not be replaced without 90-day advance written notice** unless Contractor is not provided with such notice by the departing employee or the employee is removed for cause. Moreover, the CCRTA expects that any General Manager assigned will remain in his or her position for at least one-year subject to CCRTA approval. Liquidated damages will be assessed for an unforced re-assignment or removal of the General Manager prior to the completion of one year.

3.2.8 The General Manager will be required to travel with the CCRTA's CEO and/or Managing Director of Operations at least twice per year to professional conferences. Such conferences may include, but is not limited to, those hosted by the American Public Transportation Association (APTA), South West Transit Association (SWTA), and Texas Transit Association (TTA). Contractor will be responsible for covering the General Manager's travel expenses for these two trips.

3.3 Liaison with CCRTA Representatives

3.3.1 Contractor will coordinate closely with the CCRTA on all pertinent matters, as defined by the CCRTA. Contractor will attend staff meetings with the CCRTA as scheduled.

3.3.2 A member of Contractor's Management team shall be required to attend periodic meetings, such as the monthly Operations Committee of the CCRTA Board of Directors, the monthly CCRTA Board of Directors meeting, monthly Committee on Accessible Transportation meetings, and others as requested by the CCRTA.

3.3.3 Official contact with the CCRTA concerning services and contract-related issues will be through the CCRTA's CEO or designee.

3.3.4 The CCRTA's CEO or designee is charged with enforcement of Contractor's compliance with terms and conditions described in the Scope of Work and this Agreement. The CEO or designee will, therefore, regularly perform monitoring activities at the facilities utilized by Contractor in the

performance of Contractor's services, and will regularly review and monitor Contractor's records related to performance of the Scope of Work.

3.4 Office Hours. Contractor's administrative staff will maintain the same business office hours as the CCRTA from 8:00 a.m. through 5:00 p.m. Monday through Friday, except for those holidays that the CCRTA administrative office is closed (currently New Year's Day, Martin Luther King Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day). Note that dispatch and information services must be provided over a much larger span of hours (see Section 6.0 in Scope of Work for details).

3.5 Complaints/Commendations. The CCRTA has an established complaint and commendation process. Day-to-day questions and clarifications of service parameters received by the B-Line Call Center will be handled directly by Contractor. All customer complaints will be forwarded immediately and directly to the CCRTA's Customer Service Center for documentation. Contractor is responsible for forwarding calls to the CCRTA Customer Service Center as necessary. If the complaint occurs at or after the closing of the CCRTA's Customer Service Center, Contractor shall forward all information to the Customer Service Center no later than 12:00 noon on the next business day. All complaints forwarded to Contractor from Customer Service Center must be investigated with findings reported to the CCRTA within five (5) business days. Contractor shall cooperate with the Customer Service Center staff in their investigation of complaints.

4.0 PERSONNEL

4.1 Staffing Policies

4.1.1 Employee Turnover. Because employee turnover impacts the quality of service provision, the wage and benefit package should be structured to minimize employee turnover for all positions. Contractor must offer a reasonable wage and benefit package as well as a supportive work environment. In addition to the wage and benefit plan, Contractor must follow the plans and programs to minimize employee turnover, e.g. award programs, submitted with its proposal.

4.1.2 Employee Compensation. Contractor must provide a minimum hourly wage of \$13.00 to any employee, regardless of position, that is employed to fulfill this contract with CCRTA. Contractor must provide a minimum hourly wage of \$15.00 to Drivers who operate a revenue vehicle that does not require a CDL. The above minimum wage requirements will be effective on the start date of this contract.

Cost-of-living adjustments (COLA) to the minimum hourly starting wage rates of all positions and to the pay rates for all current employees of Contractor may be authorized and requested by the CEO at his or her discretion. Contractor shall follow as a minimum the wage and benefit plan

submitted as part of its proposal in each year of the Contract.

4.1.3 Employee Benefits. Contractor must provide an actuarial equivalent health and wellness benefits package amongst all employees, at an equivalent cost regardless of position, that qualify for said benefits and are employed to fulfill this contract with the CCRTA. As an example, members of a collective bargaining agreement should not have more or less benefits than a General Manager, or an Operations Manager.

4.1.4 Emergency Events. The Corpus Christi area is prone to hurricane and tropical storm weather events each year. Because the CCRTA is tasked with assistance to persons with disabilities and other special needs during advancing threats to this area, Contractor shall have fully-trained Drivers available at all hours preceding, during, and immediately following such events in such numbers to satisfy the CCRTA's community responsibilities. Normally, responsibilities would include, but not be limited to, the picking up of persons of special needs and transporting them to points of departure in Corpus Christi and the outlying areas of Nueces County. Equally, Contractor may be required for returning the persons to their homes. Fixed routes and flexible services, including those operated by CCRTA and Contractor, will operate immediately before and after an emergency event to provide transportation to CCRTA's bus stations, where shuttles will take people to designated evacuation centers.

As a value-added service, the CCRTA encourages Contractor's to present options for bringing additional resources to the CCRTA in the event of an emergency. These additional resources should at a minimum include additional drivers, but could also include additional vehicles or other resources.

4.2 Personnel Policies

4.2.1 Contractor shall comply with all applicable state and federal laws, regulations, rules and procedures, including, but not limited to, those regarding employer's liability, workers' compensation, unemployment insurance, and other forms of social security, and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees.

4.2.2 Contractor shall comply with Federal Transit Administration (FTA) Drug and Alcohol Regulations, and have drug and alcohol testing policies and programs in place that comply with all federal regulations.

4.2.3 Contractor shall maintain a list of all employees at all times that also indicates all training received and the dates of completion. This listing is to be provided on a quarterly basis to CCRTA.

4.2.4 Purchasing, having in possession, or consuming illegal drugs or alcoholic beverages while on duty or in uniform shall not be permitted.

Contractor shall remove from CCRTA service any employee observed in violation of this provision

4.2.5 Staff Feedback. Contractor shall establish mechanisms for receiving and responding to feedback from all its staff. Such processes must include a system for documenting the content and timelines for both the feedback and response. Documentation should be kept in such a way that feedback may be analyzed by topic, employee, respondent, and, when applicable, route, vehicle and location data. Such documentation will be shared with the CCRTA as requested.

4.3 Staffing

4.3.1 Organization. Contractor shall follow the organizational chart and schedule showing staffing levels submitted to the CCRTA in its Proposal. Contractor shall provide the CCRTA with an updated organizational chart annually, and as changes are made to it.

4.3.2 In addition to the Management staff listed in Section 3, Contractor shall provide all management, supervision, drivers, dispatchers, mechanics, maintenance administration, garage service workers, reservationists, and other personnel necessary to operate the CCRTA's contracted services. Staffing includes but is not limited to:

Call takers/Reservationists	Street Supervisors
Bus/Van Drivers	Schedulers
Dispatchers	Instructors
Maintenance/Service Staff	Information Technology Staff

4.3.3 Contractor may include Information Technology (IT) support as a job function of a position that is not solely dedicated to IT support, but it must not be a primary responsibility of the General Manager. The General Manger also must not be the primary position providing IT support. The IT support job function must be a minimum of 20 percent of the designated position's responsibilities.

4.4 Driver and Staff Training

4.4.1 Contractor shall be expected to develop, implement, and maintain a formal training and retraining program for all Drivers and operations staff members, including but not limited to Street Supervisors, Dispatchers, and Vehicle Maintenance personnel. The program shall provide formal accident retraining measures, including criteria for determining the success of training/retraining efforts. The program must also include a plan for ongoing and applicable in-service evaluations. It is Contractor's responsibility to provide additional training if the training requirements are determined by the CCRTA to be insufficient.

4.4.2 The program shall detail the training proposed for incumbent and

new Drivers and operations staff members, including but not limited to Street Supervisors, Dispatchers, and Vehicle Maintenance personnel. Incumbent training shall take place and be completed before the first day of service. Contractor's Training Plan shall describe how incumbent employees will be trained to assure that they are fully ready for operation at the start of service.

4.4.3 Contractor will provide applicable training for all personnel working on the Contract. It is the sole responsibility of Contractor to ensure that each Driver is fully knowledgeable of his/her duties and responsibilities and can operate the assigned vehicle in a safe and professional manner. It is also Contractor's responsibility to provide additional training if the training requirements are deemed to be insufficient by CCRTA or Contractor.

4.4.4 New Drivers of non-CDL vehicles shall have a minimum of forty (40) hours of classroom training, forty (40) hours of behind-the-wheel and customer service training, and forty (40) hours of one-on-one training in revenue service. New Drivers of CDL vehicles will have a minimum of forty (40) additional hours of behind-the-wheel training and a minimum of forty (40) additional hours of one-on-one training in revenue service. The complete Training Plan shall be submitted to the CCRTA for review and approval prior to start up.

4.4.5 All training and retraining shall be documented for each employee.

4.4.6 The Training Plan shall include curriculum/topics, frequency and measurements of effectiveness. The curriculum/topics shall be reviewed and adjusted with input from the CCRTA as necessary to reflect trends and urgency. The Training Plan must include, at a minimum, the following components for all personnel:

- Monthly safety meetings for Drivers, Mechanics and front-line supervisory personnel
- Refresher training after all preventable accidents
- Defensive Driving Vehicle Operator Training annually, such as National Safety Council (NSC) course, or an equivalent course approved by CCRTA.
- Vehicle familiarization as needed before operation of a vehicle.

4.4.7 The CCRTA will, at its discretion, develop content for particular training modules (e.g. customer service training, etc.). When such content is developed, the CCRTA is responsible for providing "train the trainer" sessions to orient Contractor to the objectives of the module, content and intended delivery mechanism. Contractor is responsible for ensuring that an adequate number of staff members participate in these sessions to ensure that the content is only delivered by a trained trainer. A trainer may train a driver with more than 4,500 hours annually who is supervised by management with appropriate education and experience to oversee the

training program.

4.4.8 The CCRTA may attend and audit the training program, training sessions and documents at any time.

4.4.9 The training for Driver, Dispatchers, Street Supervisors and all other front-line operations staff shall include:

- Formal retraining measures, including criteria for determining the success of retraining efforts.
- Training all vehicle operations personnel in the assisting of mobility limited passengers, including the proper securement of passengers in a wheelchair.
- Training on the effects of fatigue on vehicle operation and work performance and strategies for managing fatigue while working irregular shifts.
- A minimum of eight (8) hours of annual customer service refresher training for Drivers, to include diversity and conflict mitigation training.
- Training for Drivers and Supervisors at each scheduled sign-up/service change to ensure all personnel have a working knowledge of the CCRTA system.

4.4.10 The training program must include training in personal safety, including at a minimum, theft/robbery prevention, violence in the workplace, assault prevention, and information regarding Driver responsibilities.

4.4.11 The Contractor must incorporate customer service training program that includes at minimum the American Public Transportation Association's (APTA) best practices for customer service training into its new hire and ongoing training program, including but not limited to refresher and remedial retraining. Customer service training requirements may change as improvement opportunities are identified.

4.4.12 Persons designated as a "qualified instructor" for Driver training under this Contract must have a record of safe driving, at least two years of experience driving professionally, and a demonstrated ability to provide high quality customer service.

4.4.13 At a minimum, Driver training will consist of the following:

- **For Full-size Bus Service** - Acquisition of Class B Commercial Driver's License (CDL) with passenger endorsement as applicable and required by the work and vehicles assigned to Contractor.
- Defensive driving, railroad safety, farebox training, AVL and MDT training, route training on all routes assigned to Contractor, pre-trip inspections, deadhead routes, Defect

Cards, accident reports, how to read a block paddle, collision avoidance systems, radio procedures, interior camera systems, wheelchair securement, proper operation of wheelchair ramps/lift(s) on all vehicles, yard safety and rules, bike securement and rack operation.

- Prior to release from training to operate in revenue service, Drivers must have a working knowledge of all routes and procedures.
- Prior to release from training to operate in revenue service, Drivers must have received a minimum of eight (8) hours Sensitivity Training with regards to handling persons with disabilities.
- No Driver will be allowed to operate the CCRTA's equipment in revenue service until the successful completion of the training necessary to properly operate the vehicle type to which the Driver will be assigned, as documented and signed off by a qualified instructor.

4.4.14 A qualified Instructor or Supervisor will evaluate each Driver employed under this Contract at least once every six (6) months, which includes documented in-service evaluations, license and medical certificate checks.

4.4.15 The CCRTA must approve all exceptions to the required minimum training standard in writing.

4.4.16 Dispatchers must receive the applicable training on use of the Radio Console, AVL systems used by CCRTA, and any AVL equipment and scheduling software utilized by Contractor. Training must be complete enough for all dispatch personnel to fully utilize the systems.

4.5 Employee Qualifications

Contractor shall at the minimum, mirror the CCRTA policy in qualifications required of those persons employed in the CCRTA service.

4.5.1 Background and Driver's License Checks

4.5.1.1 Contractor certifies that Contractor, and any Subcontractor utilized by Contractor, have established a criminal history background policy that complies with guidance issued by the U.S. Equal Employment Opportunity Commission and that Contractor and each Subcontractor conducts criminal history checks on its assigned personnel in accordance with such policy to identify, hire and assign personnel to work on this Contract whose criminal backgrounds are appropriate for the Services being performed, considering the risk and liability to Contractor and the CCRTA. The CCRTA reserves the right to require Contractor and any Subcontractor to disclose any criminal or military convictions of assigned personnel and the right to

disapprove the use of assigned personnel with criminal or military convictions.

4.5.1.2 At the commencement of the Contract, Contractor shall provide a list of candidates to be used to provide the services and shall certify that a criminal history background and driver's license checks have been completed on each candidate within the preceding six (6) month period. Thereafter during the term of the Contract, Contractor shall submit a semi-annual report containing a list of all persons (including Subcontractors) assigned to perform services under this Contract and a certification that each named person has undergone a criminal background and driver's license check within the previous six (6) month period. The CCRTA shall have the right to audit Contractor's records for compliance with the provisions of this Section. Criminal background checks shall, at minimum, include the following:

(1) State Criminal History: Contractor shall research criminal history, including driving records (where applicable), covering all jurisdictions within the state, including local counties and municipalities. This includes states other than Texas if not the most recent residence.

(2) Out of State Criminal History: Contractor shall research criminal history, including state driving records (where applicable), for all 50 states.

(3) National Sex Offender Registry

(4) Military Discharge: For any candidates that have served in the military, Contractor shall review the DD Form 214 "Certificate of Release or Discharge from Active Duty" (Long Form).

4.5.1.3 All employees of Contractor or any subcontractors who are drivers or support transportation services must submit to local, state and federal criminal background checks. Currently, all Drivers and anyone supporting CCRTA's transportation services must submit to a Department of Defense background check and be able to acquire a Defense Biometric Identification System (DBID) ID from the Naval Air Station Corpus Christi.

4.5.2 Driver's License. All employees of Contractor must have a valid Class "C" License and an acceptable driving record (not more than two moving violations in the past three (3) years, no DWI/DUI ever in a commercial vehicle, no more than one DWI/DUI in a lifetime, and no DWI/DUI in the past five years).

4.5.2.1 A driving record indicating that a driver's license is currently revoked or ineligible is not acceptable.

4.5.2.2 All employees of Contractor must comply with all Texas Public Safety requirements.

4.5.3 Bus/Vehicle Drivers:

4.5.3.1 Must pass a valid DOT medical exam and an employment substance abuse test governed by FTA standards. Such tests must comply with FTA drug and alcohol testing requirements. Contractor must have a drug and alcohol testing program meeting federal requirements discussed under Personnel Policies, below.

4.5.3.2 Possess a valid CDL with appropriate endorsements if required by the vehicle associated with the work assignment.

4.5.3.3 Completion of Contractor's Driver training program, defined in Section 4.4 Driver and Staff Training.

4.5.3.4 Minimum age of 18.

4.5.3.5 Able to read, speak, write, and understand the English language fluently to ensure effective communication with passengers, Supervisors and dispatch. Some job-related command of the Spanish language is desirable.

4.5.3.6 Drivers must be professional, treat all passengers with respect and courtesy, show sensitivity to passengers with disabilities, and reflect well on the CCRTA and B-Line Paratransit systems.

4.5.3.7 Drivers must be able to determine the location of any address and arrive on-time according to the driver manifest, block paddle, and by use of a map or knowledge of the service area.

4.5.3.8 Contractor must at minimum, perform biannual checks, January 1st and June 30th each year, of each Driver's criminal and driving records. Documentation of checks must be provided to the CCRTA's CEO or designee within two weeks of the above dates annually.

4.5.4 Maintenance Personnel:

4.5.4.1 At least one mechanic of a journeyman level or above must be assigned to actually conduct repairs on vehicles;

4.5.4.2 Participation in an on-going maintenance training/certificate program to be approved by the CCRTA;

4.5.4.3 Pass a valid DOT medical exam and an employment substance abuse test governed by FTA standards. Such tests must comply with FTA drug and alcohol testing requirements. Contractor must have a drug and alcohol testing program meeting federal

requirements discussed under Section 4.9 Drug and Alcohol Policy.

4.5.4.4 Certified to perform repairs on Compressed Natural Gas (CNG) vehicles, with the potential of additional alternative fuel certifications being required during the period of this contract.

4.5.5 Service Station Personnel

4.5.5.1 Pass a valid DOT medical exam and an employment substance abuse test governed by FTA standards. Such tests must comply with FTA drug and alcohol testing requirements. Contractor must have a drug and alcohol testing program meeting federal requirements discussed under Personnel Policies, below.

4.5.5.2 Trained and competent to fuel CNG vehicles, with the potential of additional alternative fuel competencies being required during the period of this contract.

4.6 Employee Supervision and Selection

4.6.1 Employees will at all times hereunder be deemed to be the sole employees of Contractor, and Contractor will be solely liable for the payment of all wages and other benefits made available to such employees in connection with their employment.

4.6.2 Contractor will be entirely responsible for the employment and supervision of all Drivers necessary to perform system operations. Such responsibilities will include, although not necessarily be limited to, Driver recruitment, screening, selection, training, supervision, employee relations, evaluation, retraining, discipline, and termination.

4.6.3 Invalidation of a valid Texas Driver's License, the occurrence of more than two (2) moving violations or accidents within a three (3) year period, the conviction of a felony or crime involving moral turpitude during the period of employment, or failure to comply with any of the other requirements imposed herein will result in the immediate dismissal of a Driver, or any other employee of Contractor, from performing further work under the terms of this Contract. The CCRTA may additionally require the removal from the CCRTA service of a Contractor's employee upon the receipt of written evidence of such Driver's committing an unsafe act while operating a vehicle in the performance of his or her duties under this Agreement.

4.6.4 Prior to employing any person as a Driver of any vehicle, Contractor will request and obtain from each such person detailed information concerning such person's employment experience, driving record, professional driving experience, history of motor vehicle violations and accidents, criminal history, ability to effectively interact with the public, and other pertinent information that would demonstrate either his or her fitness to operate a vehicle and/or potential ability to obtain and maintain a

Commercial Driver's License. Contractor will conduct individualized assessment of an applicant's criminal history in accordance with the Equal Opportunity Employment Commission guidelines, including an assessment of the nature and gravity of the offense or conduct, the time that has passed since the offense, conduct and/or completion of any sentence, and the nature of the job held or sought; provided that, no Driver should be employed who has been convicted of a felony or crime involving moral turpitude within ten years of the date of employment.

4.7 Employee Appearance. All Contractor employees are to present a neat, clean, and professional appearance. Drivers' and Street Supervisors' uniforms should be neat, pressed, in good condition and properly fitting. Shirts and blouses must be tucked in. For other employees, a neat, clean, and professional appearance is required.

4.8 Employee Conduct

4.8.1 Contractor's staff (includes all employees and subcontractors) are expected to conduct themselves in a professional manner at all times while on duty, wearing a company uniform, or on company property. Contractor's staff must be polite and courteous in their speech and manner including exercising patience and self-control even when others do not. When confronted with a disruptive or unruly passenger or situation, staff and subcontractors must follow the procedures and training as outlined in Contractor's training and any other instruction provided by Contractor or provided by the CCRTA.

4.8.2 The CCRTA may require that a Driver, Reservationist, Dispatcher, Supervisor or other employee be removed from service on the CCRTA contract for such reasons as excessive documented complaints, inappropriate behavior or appearance, violation of either Contractor's or CCRTA's Violence in the Workplace policy, unacceptable job performance, excessive preventable accidents, or other reasons of just cause.

4.9 Drug and Alcohol Policy

4.9.1 Contractor will comply, at its own expense, with all Federal Transit Administration (FTA) requirements for Drug and Alcohol Testing. Contractor will apply such FTA standards to all personnel including non-sensitive and subcontract employees who are associated with the CCRTA service. Contractor will provide the CCRTA with a monthly report of its drug and alcohol testing program and will provide to the CCRTA's CEO or designee a copy of their Annual FTA report. Such report will be filed with the CCRTA a week prior to the FTA submission deadline.

4.9.2 Contractor will, in a timely manner, make available to CCRTA staff copies of its drug free work-place policy; records that verify Supervisor training; certification records of Contractor's Medical Review Officer;

certification of compliance with FTA Collection Guidelines by Contractor's collection facility; and training certification records for Breath Alcohol Technicians. Contractor shall provide an annual binder to the CCRTA by a date specified by the CCRTA reporting on these requirements.

4.9.3 Contractor's Drug and Alcohol policy must include zero tolerance for positive results. Employees with a confirmed positive drug or alcohol test may not be used to perform work under this contract.

4.9.4 Contractor will provide notice to the CCRTA of any changes as they relate to Contractor's Drug and Alcohol Policy.

5.0 SAFETY AND TRANSPORTATION

5.1 Safety Program

5.1.1 Contractor shall implement a safety program that adopts the Safety Management System (SMS) approach defined by the FTA and shall submit a comprehensive SMS Plan to CCRTA for approval. An approved SMS plan is required prior to the start of services. This SMS plan shall include but is not limited to:

- Driver procedures for handling emergencies and incidents (medical, fire, safety, fuel and other fluid spills, etc.)
- Accident Investigation Training
- Hazard Identification (as defined in SMS Plan)
- Assault Prevention and Awareness
- Handling potential blood borne pathogens
- Accident Response Plan
- Accident review process and trend analysis
- Process for determination of accidents as preventable or non-preventable, using National Safety Council guidelines
- Employee retraining (remedial) provisions
- Fatigue management for Drivers and other shift-work staff, including processes for ensuring limitations to the hours of service for these staff,
- Use of an inertia-based camera system for capturing near-accidents and analyzing triggered events, including retraining employees on unsafe driving behaviors and analyzing data regarding near-misses
- Facility and yard safety
- Shop safety
- Maintenance practices to promote safe function of the vehicles
- Programs and methods to be used in promoting safety awareness, including administrative functions

5.1.2 Contractor shall provide the above-mentioned inertia-based camera system in all vehicles, revenue and non-revenue, operated by Contractor.

5.1.3 Contractor shall ensure that Safety and Operations Managers participate in monthly System Safety meetings with CCRTA staff.

5.1.4 Contractor's Safety Manager shall obtain DOT Transit Safety and Security Program (TSSP) certification within two (2) years of being assigned to safety management duties under this Contract.

5.1.5 Contractor shall provide to its applicable employees a program for post-accident training.

5.1.6 Contractor will assume full responsibility for assuring that the safety of passengers, operations personnel, and the CCRTA's capital assets are maintained at the highest possible level throughout the duration of the Agreement.

5.2 Safety in the Workplace

5.2.1 Contractor shall be responsible for compliance with all applicable Federal, State and local laws, ordinances, and regulations during the performance of this Contract. The CCRTA will require Contractor, as deemed appropriate, to comply with additional safety requirements. Such additional requirements shall be provided to Contractor in writing.

5.2.2 Contractor shall implement safety rules and procedures in accordance with transit industry best practices and the CCRTA procedures. These include, but are not limited to, the following:

- Furnish and enforce the use of all personal protective equipment needed to complete the tasks required by this Contract.
- Provide employees special safety training prior to working with hazardous materials or operations.
- Provide warning signs, barricades and verbal warnings as required by OSHA.
- Have a formal manual for emergency/evacuation policies and procedures available on site and shall inform its employees of emergency procedures.
- Develop yard/lot safety policies for the operating facility and submit them to the CCRTA for approval.
- Manage issues of employee fatigue, including processes to institute limits to the hours of service of Drivers.

5.2.3 Contractor will develop, implement, and maintain a formal Violence in the Workplace policy. It must include prohibition of possession of guns of any type, kind, or size, whether registered or not, loaded or not, or any other kind or type of weapon on worksite premises, parking lots, vehicles or other CCRTA or Contractor properties.

5.3 Accident or Severe Incident Procedures

5.3.1 Contractor will comply with those accident and incident reporting and investigation procedures established by the CCRTA, will photograph accident scenes involving the CCRTA service immediately after said accident or incident occurs, will take and transmit accurate notes of accident/incident scenes using the CCRTA reporting format, will obtain passenger courtesy cards whenever possible and appropriate, and will obtain and transmit copies of all associated police reports to the CCRTA.

5.3.2 Contractor will notify the CCRTA's CEO or designee by telephone within no more than 15 minutes, of any accident or incident that involves:

- Collision between a vehicle and another vehicle, person, or object
- Passenger accidents, including falls to vehicle passengers who are entering, occupying or exiting the vehicle or securement and equipment failures
- Disturbances, fainting, sickness, deaths or assaults
- Accidents witnessed by the driver
- Vandalism to the vehicle while in service
- Observed damage, theft, or vandalism to CCRTA amenities and facilities
- Passenger complaints of injury or damage to property or other circumstances likely to result in the filing of claims against Contractor or the CCRTA
- Any passenger, driver, or service complaint that arises from an accident or incident.
- Miles and Hours of Service lost due to incident
- CCRTA reserves the right to request surveillance video as needed

5.3.3 A written accident report must be filed with the CCRTA's CEO or designee by 5:00 p.m. the next business day, using a form and procedures specified by the CCRTA. Contractor shall provide the CCRTA with a copy of any reports prepared for one of the occurrences listed above.

5.3.4 All DOT post-accident drug and alcohol testing procedures and requirements must be strictly adhered to.

5.3.5 Accident preventability shall be based on the National Safety Council's (NSC) "Guide to Determine Motor Vehicle Collision Preventability." Contractor's personnel determining rulings shall have the training necessary to determine rulings per NSC guidelines.

5.3.6 The CCRTA reserves the right to review the determination of accident preventability for all accidents. The CCRTA's CEO or designee also reserves the right to reverse Contractor's Accident Review Board classification and the CCRTA's ruling on the case shall be final.

5.4 Uniforms

5.4.1 Drivers, Supervisors, Dispatchers, Call-takers and Reservationists, Mechanics, and Service Station Personnel will be in uniform at all times while in service or otherwise on duty. Uniforms for these personnel will be provided by Contractor at its own expense. Contractor is required to select materials, color, and a design that are consistent with CCRTA uniforms. Variations that are specifically designed for demand response services will be considered. All uniforms are to be reviewed and approved by the CCRTA prior to implementation.

5.4.2 Contractor must provide Drivers and Supervisors with a minimum of five (5) shirts, three (3) pants, and a lightweight jacket. Shirts and pants are to be replaced annually and the jacket must be replaced at a minimum of once every two (2) years.

5.4.3 Contractor must provide Mechanics and Service Station Personnel with a minimum of five (5) shirts, five (5) pants, and a jacket or coveralls suitable for working in the environment. Mechanic and Service Station Personnel uniforms must be highly visible with reflective striping.

5.4.4 Uniforms must be complete and worn properly at all times when on duty. Employees of Contractor who are off-duty must not wear the uniform at any time or place that may bring discredit to the CCRTA.

5.4.5 Uniforms will be clean and presentable at all times.

5.5 Employee Work Rules

5.5.1 The CCRTA maintains strict standards for employee behavior and procedures while in revenue service. Contractor shall ensure that employees perform their duties in compliance with established policies and procedures. A full set of guidelines is available upon request. Periodically, adjustments to operating guidelines, instructions on service detours, policies, procedures, or other related items will be made by the CCRTA's CEO or designee and forwarded to Contractor.

5.5.2 Contractor shall ensure that employees are courteous to riders at all times and respond to riders' questions regarding use of the transportation system or connecting systems accurately. Customer service skills are a high priority.

5.5.3 Gratuities will NOT be accepted under any circumstances.

5.5.4 All cash will go into the farebox without being handled by the Driver, unless a passenger needs assistance in depositing the fare into the farebox. The Driver will collect fares consistent with the most recent fare structure adopted by the CCRTA.

5.5.5 Drivers will have a thorough knowledge of fare structure and each CCRTA route or paratransit service area prior to driving that service

unsupervised. Drivers will also have a basic knowledge of the CCRTA transfer locations and routes.

5.5.6 All Drivers are to carry and use an accurate timepiece synchronized to official CCRTA time. Drivers, Supervisors, Dispatchers, and Schedulers will be expected to check watches and/or clock prior to each shift to ensure consistency with CCRTA time.

5.5.7 Each Driver is to turn in a trip card for each piece of work. Each trip card should be signed, dated, and should indicate each assignment with detailed information as required by the CCRTA.

5.5.8 Employees are to be courteous and treat fellow employees and customers with respect and courtesy. Words or acts of hostility to any customer, Manager, Supervisor, or other employee will not be tolerated. Each employee has an obligation to perform in a professional manner at all times.

5.5.9 Drivers shall not smoke in a CCRTA vehicle, and may not smoke while on duty except on breaks. Drivers may not hold in their hand or mouth any cigar, cigarette, or pipe while inside a CCRTA vehicle, nor place any of these items on the instrument panel while inside a CCRTA vehicle.

5.5.10 Drivers and all employees are not permitted to eat or drink at any time while driving a vehicle and the use of any electronic device is restricted to CCRTA's attached Usage of Electronic Devices policy in Exhibit III.

5.5.11 Fixed route and flexible service Drivers are to notify Contractor's dispatch center of any delay in service of five (5) minutes or more of the scheduled time. Contractor's dispatch center is to notify the CCRTA dispatch and other designated personnel.

5.5.12 Passengers behaving in a destructive or offensive manner must be asked to stop the offending conduct or leave the vehicle. Situations that, in the Driver's opinion, could lead to an altercation must not be pursued. In these situations, laying of hands on a passenger is strictly prohibited. Assistance from the Dispatcher shall be requested, providing the request can be made without placing anyone in danger. People in a frail or disabled condition will not be ejected, but if the situation warrants, will be reported to the Dispatcher for instructions. An incident report is required for all ejections; it must be complete with all applicable information on both sides filled in and a copy forwarded to the CCRTA's CEO or designee within one working day of the incident date.

5.5.13 Fixed route time points are necessary in order to provide a means of keeping revenue vehicles on a definite schedule. The time points on block paddles dictate departure times; some time points may also have a scheduled arrival time and departure time. Drivers must pace themselves (adjust speed) according to time points and not take more time than is

needed to board and/or alight passengers. Drivers may not sit through cycles of a traffic light to kill time. Time point departure must be at the schedule time designated on block paddles or run cards unless otherwise directed by a Supervisor.

5.5.14 While in uniform no employee will purchase, consume, possess, or be under the influence of any narcotic, intoxicant, or illegal drug.

5.5.15 All employees are responsible for reporting any defects on a vehicle and associated electronic equipment to dispatch, a Supervisor, or the maintenance department immediately. Drivers will conduct a pre-trip inspection of their vehicle and fill out an approved defect card. Drivers will have maintenance personnel resolve any doubt about the safety of a vehicle prior to operating the vehicle in service.

5.5.16 Drivers providing service must travel over prescribed routes and maintain time schedules. If it becomes necessary to leave the route, the Dispatcher or immediate Supervisor will be notified immediately. No run will be cut short without authorization from the Dispatcher or Supervisor.

5.5.17 Drivers will not operate wheelchair lifts or ramps until she or he has received the mandated training, or if there is any doubt whatsoever about the mechanical condition of the lift/ramp or safety of the passenger as a result from using the lift/ramp.

5.5.18 Political activities on CCRTA property or on-board CCRTA vehicles are expressly prohibited at all times. Additionally, engaging in political activity while in the CCRTA uniform is prohibited unless specifically permitted by the CCRTA.

5.6 Street Supervision

5.6.1 Contractor will provide street supervision on duty at all hours of revenue service to monitor Drivers and vehicles. Contractor will direct, monitor, and assist Drivers during all hours of operation. Contractor shall develop, implement, and maintain formal procedures to be used by street supervisory personnel.

5.6.2 Street Supervisors must be available to respond to all vehicular collisions, accidents and/or incidents. They must also be available to respond to all customer related accidents/incidents/injuries, where the customer involved requires or requests medical attention. In all cases, a formal investigation must be conducted including filing appropriate reports.

5.6.3 The CCRTA currently provides three vehicles for supervisory activities related to monitoring services and additional vehicles for driver reliefs performed under this Scope of Work.

5.6.4 Contractor shall ensure there are qualified supervisory personnel

available to physically respond (as necessary) to any accidents/serious incidents or other service disruptions during all hours of revenue service in accordance with this Scope of Work. Contractor shall provide sufficient Street Supervisor coverage in the Service Area to ensure an appropriate response time as determined by the CCRTA.

5.7 Emergencies

5.7.1 Contractor will develop, implement, and maintain formal procedures to respond to emergencies and routine problems that occur from time to time in the course of providing services. Such occurrences to be addressed include, although are not necessarily limited to: in-service vehicle failures; lift or ramp failures on vehicles in service; passenger disturbances; passenger injuries; vehicle accidents; and passenger illnesses.

5.7.2 The CCRTA is one of the designated transportation providers for the region in case of a hurricane and/or emergency situation. A hurricane/emergency plan has been developed for the CCRTA, and Contractor will be expected to follow procedures detailed in the plan if a storm or other emergency should develop. Contractor's General Manager along with other designated employees will be required to report to the CCRTA Operations Facility in accordance with the plan. Contractor shall have fully-trained Drivers available at all hours preceding, during, and immediately following such events in such numbers to satisfy the CCRTA's community responsibilities. Normally, responsibilities would include, but not be limited to, the picking up of persons of special needs and transporting them to points of departure in Corpus Christi and the outlying areas of Nueces County. Equally, Contractor would be responsible for returning the persons to their homes upon their return to the city. Additionally, our fixed route system operates before and after a hurricane to transport individuals to points of departure and then to return those individuals after it is safe.

5.7.3 Contractor's operations staff (Supervisors and Management) may be required to supplement CCRTA staff in the region's Emergency Operations Centers (EOC's) during regional emergencies.

5.8 Communication Equipment

5.8.1 Contractor will provide voice communications equipment and any other communications equipment needed to provide service. This may be a call center or phone system, and may either be onsite or offsite with written approval by CCRTA.

CCRTA will provide and maintain radio equipment for revenue vehicles, handhelds, and a base station for dispatch. Contractor will be expected to follow standard CCRTA procedures for radio communications and use of available talk groups. At no time should radio communications publicly cover sensitive issues, and the use of profanity is not allowed. The CCRTA

will provide general guidelines on radio procedures, and Contractor will be expected to develop and adhere to their own additional guidelines as required for operational reasons. The radio system used by the CCRTA is an 800 MHz trunked regional radio system shared with other public agencies in the area, but the region is in the process of upgrading to a P25 system.

5.8.2 Contractor will provide data communications equipment including mobile data terminals (MDTs), software, and automatic vehicle locators (AVLs) for Paratransit Demand Response Service vehicles. Contractor will provide data communications equipment including mobile data terminals (MDTs), software, and automatic vehicle locators (AVLs) for potential non-ADA Demand Response and/or Microtransit services. Contractor shall use this equipment and shall be required to develop a plan for its use.

6.0 SCHEDULING, DISPATCH, RESERVATIONS

6.1 Demand Response Services

6.1.1 The CCRTA recognizes the importance of excellent reservation services and sufficient reservationist telephone coverage in the provision of demand response service. Contractor shall provide full and adequate staffing in this area.

6.1.2 The CCRTA shall coordinate with Contractor on an ongoing basis to revise and refine the scheduling based on actual demand to maximize efficiency and effectiveness.

6.1.3 Contractor will schedule and transport passengers. The method must accommodate both advance reservations and requests for immediate service, and integrate all demand for service into efficient vehicle hours that maximize productivity and assure service quality to the levels prescribed in this Scope of Work.

6.1.4 The call center goal for Contractor is for demand response customers to be on hold for no more than **two (2) minutes**, but at no time shall customers be on hold for more than **three (3) minutes**. The abandonment rate for calls shall not exceed three percent (3%). Contractor is required to include a plan for meeting these standards.

6.1.5 Contractor is required to equip Paratransit and non-ADA Demand Response and/or Microtransit service vehicles with an Automatic Vehicle Location (AVL) system and software to allow the CCRTA Staff the ability to monitor service in real-time.

6.1.6 Contractor is required to provide an Imminent Arrival notification system with the capabilities of providing notifications via a telephone call and a text message.

6.1.7 Contractor must provide a mobile application for both Android and Apple smartphones that allows for scheduling and cancellation of trips on all Demand Response type services. The mobile application must provide the customer with the vehicles estimated arrival time and comply with all the CCRTA policies, procedures, and guidelines related to each Demand Response type of service.

6.1.8 Reservation and call center functions must be able to communicate job-related information effectively in both English and Spanish.

6.1.9 The CCRTA reserves the right to withhold payment for unnecessary trips operated due to Contractor's errors and/or inefficiencies.

6.1.10 Contractor will be responsible for the administration, maintenance, and data security of the scheduling system. Contractor will be responsible for ensuring daily, weekly and monthly data backups and develop a data disaster recovery plan.

6.2 Small Bus/Flexible Service

6.2.1 Contractor shall be responsible for Driver assignments, and Driver bidding. The CCRTA's Planning Department will be responsible for the development of service schedules and will approve the assignment of vehicles to vehicle blocks. The CCRTA will not pay for service hours that exceed planned service hours unless approved by CEO or designee.

6.2.2 Dispatchers must be able to respond accurately to service questions and issues.

6.3 Reservations and Information

6.3.1 Contractor shall provide customer information service to the public during all hours of system operation (seven (7) days per week). Information services should include any information on Paratransit and non-ADA Demand Response services along with Flexible services operated by Contractor. This will be subject to random monitoring by the CCRTA. The CCRTA would prefer that customers desiring fixed route service information use the designated CCRTA Information Center for that purpose; however, Contractor should ensure that staff answering Contractor information service, be familiar with Contractor's fixed route operations and schedules. The CCRTA reserves the right to require customer information service on holidays without additional cost per hour. Contractor will offer telephone information in English and Spanish whenever vehicles are in service. It is a high priority of the CCRTA that Contractor employees offering customer information must have strong customer service skills.

6.3.2 Contractor shall at a minimum have dedicated reservationists on duty from 7 am to 6 p.m. on Mondays through Fridays, from 8 a.m. to 5 p.m. on Saturdays, and 12 p.m. to 4 p.m. on Sundays.

6.4 Telephone Equipment

6.4.1 Contractor will provide Voice Communications equipment and any other communications equipment needed to provide service. This may be either a call center or phone system and may either be onsite or offsite with written approval by the CCRTA. Contractor will provide all necessary phone lines and equipment and/or call center necessary for the duration of this contract. Contractor will be responsible for all long distance and other toll charges associated with the use of those lines.

6.4.2 Contractor is required to provide a call center/phone system with an automated Interactive Voice Response (IVR) system. The required IVR system must have the following capabilities at a minimum:

- Automated call to the customer the night before a scheduled trip to confirm the pick-up time window, drop-off location, and return time.
- Provide the ability for a customer to securely cancel a trip.
- Provide the ability for a customer to request a callback instead of waiting on hold for an agent.
- Provide imminent arrival information and notifications.
- Provide the ability to send a mass notification to clients with acknowledgement confirmation.
- Provide the option to have the same information and assistance in English and Spanish.

6.4.3 A digital recording system provided by Contractor will record incoming calls and outgoing calls. The recordings of these calls will be maintained by Contractor for use by the CEO or designee. The CCRTA will use this system to monitor the customer service skills of Contractor. Contractor may have one line that is not recorded to conduct their corporate business.

6.4.4 Contractor shall notify the CEO or designee in writing of any equipment failure experience with the digital recording system within one business day of the occurrence.

7.0 MAINTENANCE AND VEHICLE SERVICE

7.1 Provision of Vehicles

7.1.1 The CCRTA will provide sufficient vehicles plus spares (20%) for the services provided in this contract.

7.1.2 The list of vehicles that Contractor will use in Demand Response, Small Bus Operations, and Flexible Services is included in the CCRTA Vehicle List (Exhibit II).

7.1.3 All vehicles listed in the CCRTA Vehicle List (Exhibit II) can be inspected at 5658 Bear Lane, Corpus Christi, TX in service with the current

contractor.

7.1.4 From time to time, vehicles utilized by Contractor will receive a thorough inspection by the CCRTA Maintenance personnel. This inspection will be documented, and Contractor will maintain each vehicle for which it is responsible in the condition in which it was received, subject to reasonable wear and tear based upon mileage and age.

7.1.5 Contractor shall use the vehicles only for services contracted by the CCRTA, unless authorized in writing by the CCRTA.

7.2 General Maintenance Responsibilities

7.2.1 Contractor will provide on-going maintenance and repair of **Compressed Natural Gas (CNG) and Unleaded fuel** paratransit vehicles, small bus/flexible vehicles, and a mix of unleaded and electric CCRTA support vehicles. All fluids, tires, parts and supplies for revenue vehicles are paid for by Contractor and are **not** reimbursed by CCRTA. All fluids, tires, parts, and supplies for non-revenue vehicles are paid by Contractor and are reimbursed by CCRTA. Itemized accounting is required for any reimbursement. All fuel is provided by the CCRTA. Contractor will be expected to maintain vehicles at a standard that equals or exceeds Original Equipment Manufacturer (OEM) standards and CCRTA's maintenance procedures and standards.

7.2.2 Contractor will be responsible for the fueling, servicing, and cleanliness of all vehicles assigned into its service and the CCRTA's support vehicles. Contractor will not allow the placement of a vehicle into service where the performance of any of its component parts is likely to cause damage to other components or jeopardize employee and public safety. Contractor will not place any vehicle into service when its appearance is contrary to CCRTA standards.

7.2.3 Subcontracting of vehicle maintenance by Contractor must have prior CCRTA approval.

7.2.4 All records of maintenance must be maintained by Contractor and be made available in paper and electronic format to the CCRTA for inspection upon request.

7.2.5 The CCRTA must have immediate access to any facility used by Contractor.

7.2.6 The CCRTA reserves the right to repair any vehicle that Contractor maintains, at Contractor's expense, if it does not meet CCRTA maintenance standards.

7.2.7 Contractor will provide the CCRTA a copy of their vehicle servicing and maintenance procedures. These documents will be reviewed by the

CCRTA to assure that they fulfill the requirements outlined in the RFP and any other contract documents.

7.2.8 Contractor shall perform oil sampling on all revenue vehicles on a schedule established by the CCRTA, and the CCRTA shall pay for the costs of the lab tests.

7.3 Vehicle Service and Cleanliness

7.3.1 All vehicles in revenue service will be serviced daily. The support vehicles listed in Exhibit II shall be serviced at least weekly, and more often as required. Servicing includes fueling, fluids (oil, windshield, transmission fluid, and coolant, if needed), cleaning, and disinfecting.

7.3.2 Contractor will maintain each revenue vehicle in a clean condition throughout, both interior and exterior, at all times. Contractor will inspect the cleanliness of each revenue vehicle prior to the commencement of each service day.

7.3.3 The exterior of the revenue vehicle will be washed at least every other day, depending on conditions. The interior of each revenue vehicle will be swept, seats vacuumed (as applicable), and disinfected prior to the commencement of each service day. The windows of each revenue vehicle will also be cleaned each day prior to entering service. The interior of each revenue vehicle will be maintained free from roaches and other vermin at all times. Contractor is expressly prohibited from using any vermin control product that would be hazardous to the health and well-being of passengers or the Driver. The interior passenger compartment of each revenue vehicle will be maintained free of odor or exhaust fumes emitted by the engine.

7.3.4 All vehicles used in service must display signage in compliance with ADA requirements at all times. All vehicles will bear CCRTA's logo and applicable markings in decal form, provided by the CCRTA and according to CCRTA's requirements.

7.4 CCRTA Inspection of Vehicle Condition

The CCRTA may, from time to time, inspect without prior notice vehicles either while at the facility site or while in service. If, in the CCRTA's opinion, the vehicle does not meet the standards set for it either in cleanliness, safety, or operability, the CCRTA may "red tag" the vehicle, thereby preventing it from going into revenue service or taking it out of revenue service until such time as the problems associated with it have been rectified.

7.5 Maintenance Requirements

7.5.1 All vehicles placed into service by Contractor will have fully-operational lighting, brakes, horn, tires, air conditioning, wheelchair ramps

or lifts, wheelchair securements, destination signs, AVL MDT's, fare boxes, and radios. Vehicles may not operate with body damage, and all side panels must be painted and intact. Vehicles must not be operated with non-working air conditioning units.

7.5.2 Contractor shall be responsible for all maintenance functions for assigned vehicles including but not limited to, the following general areas:

- Engine
- Transmission
- Cooling System
- Electrical System
- Climate Control Systems
- Doors and Ramps/Lifts
- Vehicle Body, Windows, and Chassis
- Vehicle Interior
- Tires, Wheels, Axles, and Suspension Systems

7.5.3 Maintenance of Contractor's equipment must be done at a time that will ensure maximum availability of vehicles for service.

CCRTA will provide the following maintenance/shop equipment for use in service of this contract. Some of the equipment may include, but is not limited to, the following:

- Security Systems – Security equipment on CCRTA property
- Vehicle Lifts – One (1) Parallelogram Vehicle Lift
- Vehicle Lifts – Two (2) sets of four (4) mobile vehicle lifts
- Air Compressors and Delivery – Maintenance facility is equipped with air supply at each repair bay.
- Vehicle Wash System – CCRTA has a bus wash facility and will supply bus wash chemicals. Contractor will supply equipment needed to clean and service vehicles.

7.5.4 In the event of a failure of a vehicle in service, Contractor will deploy a vehicle immediately upon notification to replace the failed vehicle. The failed vehicle must be returned to Contractor's operations facilities and repairs made.

7.5.5 Contractor shall maintain the vehicles used under this Contract at a level equal to or greater than customary transit practices or, where greater, the vehicle manufacturer's recommendations. Upon termination of operations under the contract, all vehicles provided by the CCRTA shall be returned to the CCRTA in the same condition in which they were furnished, normal wear and tear excepted.

7.6 Inspection and Preventive Maintenance Procedures

Contractor will conform to CCRTA procedures for the inspection and

preventive maintenance of all vehicles, including but not limited to annual CNG system inspections. Failure to properly conform to these procedures may place Contractor in violation of this Contract and subject to liquidated damages and other penalties. Key elements of the program follow:

7.6.1 Any vehicle that departs the Operations facility for revenue service will have a pre-trip and post-trip inspection by the Driver.

7.6.2 If any defects are identified during the pre-trip inspection, the course of the day, or post-trip inspection, the Driver of the vehicle will report the defect by filling out a CCRTA Defect Card or approved equal. This card should be turned in at the end of a vehicle block to allow Contractor's maintenance staff to resolve the problem. All defect cards should be returned to the CCRTA's designated representative within 48 hours of the time of the defect.

7.6.3 Any defects of a more serious nature (low brakes, hot engine, low engine oil pressure, non-functioning climate control, etc.) require that the Driver contact Contractor's dispatch office for immediate replacement of the vehicle with a functioning unit.

7.6.4 Contractor will use a five (5) step preventive inspection process. Each step occurs at 3,000-mile intervals. The following inspections are required. There may be alteration to the intervals or additional inspections may be required based on OEM requirements:

- type "A" inspection at 3,000-mile intervals (CNG ARBOC's require oil change);
- type "B" inspection at 6,000 miles (requires oil change);
- type "C" inspection at 12,000 miles
- type "D" inspection at 24,000 miles or semi-annually;
- type "E" inspection at 48,000 miles or annually.

Vehicles associated with the CCRTA-operated support vehicles listed in Exhibit II will be subject to the same inspection schedule listed above. Detailed information on the required components of each inspection will be provided by the CCRTA.

Contractor shall also be required to perform annual campaigns for the air conditioning systems, ramps, securements, and CNG systems to assure they are in safe and working order. Additional campaigns may be required as needed.

7.6.5 Other vehicle defects found by service workers, Dispatchers, Supervisors, and other Contractor's employees should be addressed in a timely manner.

7.6.6 If a defect or problem is reported by a telephone caller, social media,

email, etc. Contractor shall report the call and take appropriate corrective actions in line with the above procedures.

7.6.7 The CCRTA performs random audits similar to the method used by the Federal Transit Administration (FTA) to ensure compliance with the current Preventive Maintenance Inspection intervals. The “window of opportunity” to perform any PMI inspection is 500 miles before or after the designated inspection interval. Under no circumstances shall a vehicle be placed in service if the interval between preventive maintenance inspection exceeds, or is going to exceed, the window of 500 miles after the designated interval.

7.7 Maintenance Reporting. Contractor is required to keep full and complete computerized maintenance records, including a vehicle file by vehicle that documents all maintenance activities, including preventive maintenance, campaigns, corrective maintenance, and any accident repair performed on each vehicle. The CCRTA reserves the right to review the maintenance records on an announced and unannounced basis.

8.0 FINANCIAL PROCEDURES

8.1 Farebox Revenue Collection and Accounting

8.1.1 All farebox revenues collected for services provided in this Scope of Work will be the property of the CCRTA. Contractor is not responsible for the difference between the scheduled cash fare and the actual cash fares and tickets collected and counted, unless a loss is determined to be a result of gross negligence.

The CCRTA will equip all vehicles provided for this Contract with a farebox suitable for the collection of passenger fares. All fixed route revenue vehicles currently have Genfare fareboxes. All paratransit revenue vehicles currently have Diamond fareboxes with newly received vehicles having Genfare fareboxes.

8.1.2 Vehicles operating in revenue service will have secure fareboxes with vaults of a type and size compatible with CCRTA’s fare collection equipment. Each vehicle operating in revenue service and utilizing a Genfare or similar electronic farebox will report to the designated location at the CCRTA’s Operations Facility daily to be probed and have the cashbox vaulted by Contractor.

8.1.3 Demand response vehicles utilizing a Diamond or similar farebox must report to the CCRTA Dispatch at least once per week to have the canister removed and replaced. If a farebox becomes full, fares should be deposited at the CCRTA’s Operations Facility the same day. If a passenger chooses to pay fares with paper currency, Drivers will be responsible for ensuring that fares are handled in accordance with CCRTA’s written

procedures.

8.2 Accounting. All costs incurred in the performance of this Contract will be recorded in an account separate from those used for other business activities of Contractor and will be available for inspection or audit at the CCRTA's request.

9.0 DATA COLLECTION AND REPORTING REQUIREMENTS

9.1 General Requirements

9.1.1 Contractor will submit timely operating data and related information to the specification and satisfaction of the CCRTA. As the CCRTA's needs for data changes from time to time, Contractor will willingly assist the CCRTA in implementing revised data collection procedures and methods.

9.1.2 Contractor will be responsible for accurate and timely completion of any requested forms at given time intervals. All data collected and/or reports generated must be prepared legibly and be typed or developed using computerized word processing, spreadsheet, and printing facilities.

9.2 National Transit Database (NTD) Reporting

9.2.1 Contractor will be responsible for collecting, keeping, maintaining, preparing, and reporting of all required financial and statistical information for services operated by Contractor to enable CCRTA to meet its FTA NTD reporting requirements. The collection and assembly of the final report shall be coordinated with the CCRTA Planning Department on or before the required deadlines to ensure CCRTA's submission to the FTA is timely.

9.2.2 Contractor is responsible for obtaining all pertinent FTA NTD regulations and procedures to ensure compliance and that all required information is collected and reported in a timely fashion.

9.2.3 Contractor will be required to provide advance written documentation concerning sampling and data collection procedures used for all NTD reporting. All records pertaining to NTD procedures, data, and reporting will be maintained by Contractor and made available for review by designated CCRTA representatives as requested.

9.2.4 On a monthly basis, Contractor will provide a report detailing the prior month and year to date data collected for the NTD report. This report is due on or before the tenth (10th) calendar day of the following month.

9.2.5 Timelines for annual NTD report submissions shall be subject to CCRTA's filing requirement. Unless otherwise noted, all annual NTD report submissions must be received on or before January 31st for the prior fiscal year (ending December 31st). Failure to submit complete and accurate NTD reporting by the required timeline will result in liquidated damages as stated in section 10.4 of this Scope of Work.

9.3 Data Collection

9.3.1 Contractor will follow a series of data collection and reporting procedures. These procedures and reports will provide documentation of the daily operational procedures, and will serve as a data basis to monitor and evaluate the productivity of existing service requirements and methods. These records must be submitted to the CCRTA at specified intervals as described below. The format to be used for operating logs will be established by CCRTA through consultation with Contractor.

9.3.2 Contractor will be required to collect and maintain daily passenger and statistical information as defined by the CCRTA.

9.3.3 For all demand response services, daily logs will be maintained. These logs will include, but are not limited to, Driver name and vehicle number, total daily passenger counts by type of fare paid, passenger counts, pick-up and drop-off time and locations, the total number of paying passengers categorized by cash, pass, or token payment, daily revenue totals by vehicle, and daily mileage by vehicle recorded to the nearest tenth of a mile.

9.3.4 Daily information should include sufficient information of any breakdowns and/or changes of service to enable the CCRTA to track the continuity of service and trace fare revenues.

9.3.5 For all demand response services, Dispatcher records shall include the name, address, and telephone number of the user requesting services, the passenger's destination and the requested pickup time and/or requested arrival time at the destination, identification number of the driver and vehicle responding to the trip request, and the estimated and actual passenger pick-up and drop-off times. Dispatcher records shall be available in electronic form.

Contractor and the CCRTA will agree upon an appropriate format for daily and weekly data submissions. It is not the intent of the CCRTA to require a formal report of all aspects of Contractor's operation on a daily or weekly basis. At a minimum, the daily or weekly submissions will include the following items, and will be prepared and submitted to the CCRTA no later than 11:59 a.m. the following day for daily submissions and 8:00 a.m. the following Tuesday for weekly submissions:

- Daily and weekly totals of ridership data, including scheduled and actual trips for all demand response services, documenting any discrepancies in the reported number of passengers carried and the amount of fares collected by the Driver.
- Sufficient documentation of any breakdowns and/or changes of service so the CCRTA can track continuity and reliability of service and trace fare revenues.

- A report of all accidents and incidents involving an employee of Contractor to the CCRTA's CEO or designee.

9.3.6 Contractor will maintain and submit monthly reports to the CCRTA no later than the 5th working day of month following the month covered by the reports. These reports will be submitted electronically in a report format designated by the CCRTA CEO or designee. Each report will include appropriate support documentation, such as scheduling systems reports, vehicle maintenance work orders, etc., as detailed below. Additional reports may be required as needed.

9.3.6.1 B-Line Paratransit:

9.3.6.1.1 Monthly ridership by ADA status, companion, mobility device, PCA, service animal usage, fare type, time of day and day of week.

9.3.6.1.2 Total fleet miles and hours, (revenue, deadhead and service miles and hours) to the nearest 1/10th (0.1) mile and 1/10th (0.1) hour.

9.3.6.1.3 Reservations, trip denials, negotiated trips, no-shows and cancellations, including same day cancellations.

9.3.6.1.4 Monthly ridership number for trips originating or ending outside of the ADA service area.

9.3.6.1.5 Ridership reports, as requested, generating information on frequent riders to include trip origins, destination, time of travel.

9.3.6.1.6 Accident, incident, and collision data along with determination of preventability.

9.3.6.1.7 Peak vehicle demand matrix.

9.3.6.2 Non-ADA Demand Response Services:

9.3.6.2.1 Monthly ridership by mobility device, service animal usage, time of day and day of week, and fare type if determined necessary by the CCRTA.

9.3.6.2.2 Total fleet miles and hours, (revenue, deadhead and service miles and hours) to the nearest 1/10th (0.1) mile and 1/10th (0.1) hour.

9.3.6.2.3 Reservations, trip denials, negotiated trips, no-shows and cancellations, including same day cancellations.

9.3.6.2.4 Monthly ridership for trips originating or ending outside of designated zones.

9.3.6.2.5 Ridership reports, as requested, generating information on frequent riders to include trip origins, destination, time of travel.

9.3.6.2.6 Accident, incident, and collision data along with determination of preventability.

9.3.6.2.7 Peak vehicle demand matrix.

9.3.6.3 Small Bus/Flexible Services:

- 9.3.6.3.1** Total vehicle miles and hours by vehicle, route, and service.
- 9.3.6.3.2** Missed pullouts.
- 9.3.6.3.3** Late pullouts.
- 9.3.6.3.4** Lost service.
- 9.3.6.3.5** Accident, incident, and collision data along with determination of preventability.
- 9.3.6.3.6** Peak vehicle demand matrix.

9.3.6.4 Vehicle Maintenance:

- 9.3.6.4.1** Miles between mechanical failures for all demand response services, and categorized by the different demand response services.
- 9.3.6.4.2** Miles between mechanical failures for small bus/flexible services.
- 9.3.6.4.3** Type and number of preventive maintenance inspections by vehicle, the mileage the inspections were required to be completed by, and the actual mileage when the inspections were completed.
- 9.3.6.4.4** At the end of each month an Odometer or Hubodometer Reading Report must be submitted to the CCRTA. This report must include all vehicles in use by Contractor and must contain the miles elapsed per vehicle per month.

9.3.6.5 Call Center:

Categorized phone reservations information, including number of calls by time and day of the week, reservationist taking the call, incoming call phone number, number of callers in queue, number of callers on hold, duration of calls, duration of hold times, in queue times, and measured abandonment rates.

9.4 Passenger Survey. It is the responsibility of Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work. The procedures may include the distribution of survey questionnaires, and/or the presence of on-board surveyors during service hours. Contractor shall not conduct any customer surveys, including telephone surveys, without the written consent of the CEO or designee.

9.5 Other Reports. Contractor shall maintain and provide upon request by the CCRTA a minimum of the following programs, schedules, and records:

- Driver training program
- Driver license and certification provided semiannually
- Driver retention program
- Vehicle preventive maintenance program, including scheduling and recordkeeping system
- Preventive maintenance program for air conditioning systems

- Driver safety awareness program
- Past three years of company safety records
- Vehicle history of repairs
- Distribution of ridership/reservations by time of day
- List of vehicle pull-ins and pull-outs
- Drug and Alcohol program and testing

10.0 SERVICE QUALITY AND PERFORMANCE STANDARDS

10.1 Service Quality

10.1.1 Contractor is required to manage its business in ways that maximize the customer experience at all times. Contractor must work to continuously improve its processes and procedures for the benefit of the customer experience.

10.1.2 Contractor shall manage the daily availability of vehicles and Drivers to facilitate the speedy restoration of service in the event of a service disruption.

10.1.3 Contractor shall establish procedures for handling mechanical issues on in-service vehicles that minimize the impact on service.

10.1.4 Contractor shall investigate and analyze incidents and customer comments to identify the root cause of recurring problems and adjust processes and procedures accordingly.

10.1.5 Contractor will be expected to meet a series of CCRTA-defined performance specifications. In the event the CCRTA substantiates that Contractor deviated from the specifications as listed below, the CCRTA, at its option, will assess liquidated damages in the amounts listed below. CCRTA, at its discretion, may elect to impose a sequence of warnings to Contractor before imposing liquidated damages. Should there be any possible conflict in interpretation of these standards between Contractor and the CCRTA, the interpretation of the CCRTA shall be applied.

Incentives and penalties imposed by the CCRTA will be a flat rate per occurrence or a percentage applied to the monthly total dollar amount of service hours invoiced plus the fixed fee. Incentives and penalties are assessed one month in arrears. Goals, incentives and penalties are set forth below.

10.2 Paratransit Demand Response Service. Service is to be provided in a manner that maximizes productivity and at the same time maximizes customer service. Contractor will perform within the standards described below. It is Contractor's responsibility to provide the CCRTA with information about adverse conditions. The CCRTA's CEO or designee is solely responsible for granting exceptions to the following standards.

10.2.1 Contractor will maintain an overall monthly average of 2.5 Passengers per vehicle Hour (PPH) for B-Line services. Incentives and liquidated damages will be applied as outlined below. The incentive applies if the On Time Performance (OTP) goal below is also met.

PPH	Incentive / Liquidated Damage
2.6 and above	0.25%
2.4 to 2.59	0%
2.20 to 2.39	-0.25%
2.19 and below	-0.50%

10.2.2 The OTP goal for Contractor is that 95% of the scheduled trips occur on time, but liquidated damages do not occur until Contractor’s OTP falls below 92%. “On time” is defined as a vehicle arriving no more than 30 minutes later than a scheduled ready time. Trips scheduled for same day service are excluded from on-time performance standard.

OTP Level	Liquidated Damage
92.00% and above	0%
90.00% to 91.99%	-0.25%
89.99% and below	-0.50%

10.2.3 Contractor will provide adequate call center coverage so that 95% of incoming customer calls are answered in less than two (2) minutes, but at no time shall customers be on hold for more than three (3) minutes. The incentive and liquidated damages will be applied as outlined below.

95% Call Center Performance	Incentive / Liquidated Damage
1 min 29 sec and below	0.25%
1 min 30 sec to 2 min 29 sec	0%
2 min 30 sec to 3 min 29 sec	-0.25%
3 min 30 sec or more	-0.50%

10.2.4 Contractor shall provide route scheduling and sufficient service to operate at a level that anticipates meeting 100% of demand for next-day ADA paratransit eligible trips. In keeping with current FTA guidance, and in order to ensure that no pattern of noncompliance develops, Contractor shall deny zero (0) trip requests, provided that, as determined by the CCRTA, the trip denial was not caused by circumstances beyond the control of Contractor. This standard shall also apply to any trip arriving at the designated pick-up location more than 60 minutes after the beginning of the scheduled pick-up window or does not arrive at all.

10.3 Contracted Small Bus/Flexible Services. Contractor must comply with the below listed CCRTA performance standards:

10.3.1 Liquidated damages of \$100 shall be assessed for each occurrence when Contractor has a revenue vehicle available and fails to make a departure within ten (10) minutes of the scheduled time.

10.3.2 Liquidated damages of \$100 shall be assessed for each occurrence of Contractor leaving a designated time point early by 2 minutes or more.

10.3.3 Liquidated damages of \$500 shall be assessed if Contractor has a vehicle available and fails to operate a scheduled service whether a fixed route, flexible service, or special service request.

10.4 All Services

10.4.1 Contractor must maintain a vehicle collision rate of two (2) or fewer per 100,000 vehicle miles operated and a preventable vehicle accident rate of 1.75 or fewer per 100,000 vehicle miles operated. A collision is any contact with an object, vehicle, or person which results in injury or property damage. A preventable accident is one in which the driver failed to do everything that reasonably could have been done to avoid the crash, as defined by the National Safety Council’s Guide to Determine Motor Vehicle Accident Preventability.

Incentives and liquidated damages will be applied as outlined below. The incentive applies if the collision rate is met, along with the applicable preventable accident rate.

Preventable Accident Rate	Incentive / Liquidated Damage
Below 0.75	0.25%
0.75 to 1.25	0.00%
1.26 to 1.75	-0.25%
Above 1.75	-0.50%

10.4.2 Contractor is expected to properly maintain the vehicles to ensure a minimum Miles Between Mechanical Road Calls (MBMRC) of 12,250 is met. Incentives and liquidated damages will be applied as outlined below. The incentive will apply if there are also no liquidated damages related to preventative maintenance for that month.

Miles Between Mechanical Road Calls	Incentive / Liquidated Damage
25,000 or above	0.25%
12,000 to 24,999	0.00%
10,000 to 11,999	-0.25%
Below 10,000	-0.50%

10.4.3 Liquidated damages of \$50 will be assessed for each occurrence of an unclean vehicle (interior or exterior, visual or smell) remaining unclean

for more than 24 hours.

10.4.4 Liquidated damages of \$250 will be assessed for each occurrence of a preventative maintenance inspection that is not performed within the FTA's window of 10% above or below the mileage interval of the inspection.

10.4.5 Liquidated damages of \$500 will be assessed each time a vehicle is sent into revenue service not properly functioning, if the vehicle is maintained by Contractor.

10.4.6 Liquidated damages of \$500 will be assessed for each occurrence of speeding or other unsafe acts witnessed by the CCRTA and/or a public safety officer and reasonably documented to Contractor.

10.4.7 Contractor shall meet all reporting requirements specified in this Scope of Work in a timely and accurate manner. Liquidated damages will be assessed at the rate of \$50 per month for each failure to report in accordance with Scope of Work requirements in each of the following areas: accidents and incidents, any drug and alcohol program, maintenance, training, productivity, paratransit performance, and National Transit Database reporting.

10.4.8 Liquidated damages of \$1,000 will be assessed each time the CCRTA witnesses a Driver smoking or operating a cellular phone while on board a vehicle.

10.4.9 Contractor shall fill vacant key management personnel positions with CCRTA approved persons within sixty (60) calendar days of such a position becoming vacant. For each day the position remains vacant, CCRTA shall be issued a rebate equal to the cost of the salary and benefits for the open position beginning on day one (1) of the vacancy. Liquidated damages shall be assessed for key management personnel positions that remain vacant for over sixty (60) days. Beginning on day sixty-one (61) a \$1,000 per day liquidated damage shall be assessed for a vacant General Manager position and a \$500 per day liquidated damage shall be assessed for any other key management personnel position that remains vacant. Unreasonable delays with filling key position vacancies caused solely by CCRTA shall not be counted against Contractor.

10.4.10 Any change in the General Manager position that occurs within twelve (12) months of this Contract start date, or start date of any new General Manager, shall require Contractor to pay the CCRTA liquidated damages of ten thousand dollars (\$10,000), per position, per change. Any change in other key management personnel positions that occurs within twelve (12) months of this Contract start date shall require Contractor to pay CCRTA liquidated damages of five thousand dollars (\$5,000), per position, per change.

10.4.11 Timelines for annual NTD report submissions shall be subject to

CCRTA's filing requirement. Unless otherwise noted, all annual NTD report submissions must be received on or before January 31st for the prior fiscal year (ending December 31st). Failure to submit complete and accurate NTD reporting by the required timeline will result in a liquidated damage of \$500 per calendar day. Reports not received on or before February 15th will result in a liquidated damage of \$1000 per calendar day. CCRTA may, at its discretion, waive liquidated damages for extenuating circumstances.

11.0 PRICING OF SERVICES

11.1 Pricing of the services performed for this Scope of Work will be based on a specified rate per vehicle hour. Separate rates will apply for Paratransit demand response, non-ADA demand response, fixed route/flexible services (CDL and non-CDL), and special event services (CDL and non-CDL) with rates calculated to reflect actual operating costs for each type of service.

11.1.1 Costs for service and maintenance of support vehicles will be paid to Contractor based on work hours.

11.2 There may be occasions when the CCRTA will ask Contractor to provide transportation for special events. Requests for special event service will be made by the CCRTA at least five (5) days in advance when CCRTA is provided adequate notice, but situations may arise when CCRTA is not provided such notice. Special requests will be in terms of number of vehicles required and number of revenue hours needed. Such service is not included in the description of service identified in section 2 of this Scope of Work. Such service will be documented, reported and invoiced as a separate item. The rates for such services, both CDL and non-CDL are included in the Revenue Schedule.

11.3 [Covered in Section 3.9 of Contract.]

11.4 The CCRTA's administers this Contract through its local operating funds. Part of the demand response portion of this Contract is paratransit service complementary to CCRTA's fixed route services. Effective management of paratransit service costs is a paramount concern. CCRTA desires to have service rates within reasonable inflationary and other economic factors, and subsequently seeks to minimize the annual increases in cost to provide the service.

11.5 [Covered in Section 3.9 of Contract.]

11.6 Fuel costs will not be included in cost rates. Vehicles will be fueled at the CCRTA Operations Facility at Bear Lane. The CCRTA will assume all fuel costs required under this Contract for CCRTA provided vehicles.

12.0 Glossary of Terms

The following definition of terms applies to the demand response, fixed route, and flexible services included in the Scope of Work, except as noted in the definition.

Ambulatory: In the context of this Contract, describes a passenger who does not

use a wheelchair for mobility.

Americans with Disabilities Act of 1990 (ADA): Federal civil rights legislation that mandates accessibility for people with disabilities. Included is a requirement that all public transit agencies operating fixed route service provide complementary paratransit service to people who are functionally unable to use accessible fixed route systems.

Appointment Time (All Demand Response): The time specified by a passenger when requesting the trip that the passenger must arrive at the requested destination for a time-certain appointment, often medically related.

B-Line Passenger (Paratransit): Any person who is transported by or scheduled to be transported by CCRTA's ADA paratransit service. There are three categories of B-Line passengers: ADA eligible, Personal Care Attendants (PCAs), and companions.

Cancellation (All Demand Response): A trip that is no longer needed by the passenger and notice is given to the paratransit reservation center within a B-Line Policy-defined period prior to the scheduled pick-up time.

Collective Bargaining Agreement (CBA): The contractual agreement between an employer and a labor union that governs wages, hours, and working conditions for employees and which can be enforced against both the employer and the union for failure to comply with its terms.

Companion (Paratransit): A person other than a Personal Care Attendant who travels with an ADA eligible passenger on an ADA paratransit trip, boarding at the same location and alighting at the same destination as the ADA eligible passenger with whom they are traveling. Up to two companions may ride with an ADA eligible passenger, based on space availability, and must pay the regular fare.

Eligibility Conditions: Conditions restricting passenger's use of B-Line. Contractor is required to enforce any eligibility conditions determined by CCRTA.

Contractor: Vendor selected through this solicitation to provide transportation services according to the Scope of Work.

Curb-to-Curb Service (Paratransit): Special paratransit transportation that is provided to certified ADA eligible riders, transporting them from the curb of their point of origin to the curb of their destination.

DPS: Texas Department of Public Safety

Deadhead: see *Vehicle Hour*, below. The travel between scheduled pick-ups and drop-offs for Paratransit service, regardless of whether a passenger is on board,

is not deadhead.

Demand Response Services: Any non-fixed route system of transporting individuals that requires advanced scheduling by the customer.

Demand Response (Non-ADA): Any demand response type of service that does not have an ADA or similar eligibility requirement.

Demand Response (Paratransit): Paratransit service where a passenger calls at least a day in advance and the vehicle picks the passenger up at a scheduled location.

Dwell Time (All Demand Response): Time a vehicle spends at each pick-up or drop-off site; includes time built into the schedule and time otherwise required to wait for, board, or de-board passengers. Dwell time is included in the revenue hour calculation.

Federal Transit Administration (FTA): A branch of the US Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies.

Fixed Route Services: A system of transporting individuals in which a vehicle is operated along a prescribed route according to a fixed schedule.

Flexible Service: Services operating either on a fixed route permitted to deviate from the route or services with several fixed points that otherwise operate as a demand response service in an established zone.

Full-Size Buses: Buses that are generally 30 feet or greater in length and require a Commercial Driver's License (CDL) to operate.

Key Management Personnel: The General Manager and the most senior person in charge of the following functional areas: Service Operations, Safety and Training, and Vehicle Maintenance.

Late Pull Out (Fixed Route): When a vehicle departs from the CCRTA bus yard later than the time indicated on the block paddle for that route.

Missed Trip (All Demand Response): Any scheduled trip where the vehicle arrives at the designated pick-up location more than 60 minutes after the beginning of the scheduled pick-up window or does not arrive at all.

Negotiated Trip (All Demand Response): A trip that, through negotiation with a passenger, is scheduled within one hour of the passenger's requested pick up time.

No-Show (All Demand Response): A scheduled passenger who does not appear at the designated location for vehicle boarding within five minutes of an on-time vehicle arrival, who has not called the B-Line reservation center at least one hour before the trip, or who cancels when the driver arrives. A rider will also receive a no-show if that rider requires supervision by a care provider or an agency, and no one is present to receive the rider at the destination.

Non-Ambulatory: In the context of this Contract, describes a passenger who uses a wheelchair, scooter, or similar device for mobility.

Non-Revenue Vehicle: Vehicle that is not used to provide public transportation in revenue service, such as Supervisor and Driver relief vehicles.

On-Time Pick-up (All Demand Response): A vehicle is on-time if it arrives at the designated pick-up location within the on-time window, defined below.

On-Time Window (All Demand Response): For paratransit, a 30-minute time frame beginning at the scheduled ready time. If a vehicle arrives within this window, the vehicle is on-time. (non-ADA on-time windows are still to be determined)

Origin-to-Destination Service (Paratransit): Special transportation that is provided to certified ADA eligible riders, transporting them from the door of their home to the curb and between the curb to the door of their destination, based on the nature of a particular individual's disability or adverse weather conditions. This is premised on the basis that the basic paratransit service mode for the transit provider remains curb-to-curb.

Paratransit: Curb-to-curb or demand response transportation, usually accessible cutaway style vans or small buses, Service includes ADA service (B-Line).

Passenger Fare: The transportation charge paid to the driver at the beginning of a passenger trip.

Personal Care Attendant (PCA): A person who is designated by a passenger to assist with one or more daily life functions, including the provision of assistance to a certified ADA eligible passenger in using ADA paratransit service. A fare is not charged to PCAs.

Ready Time (All Demand Response): For paratransit, the time the passenger is scheduled to be picked up, beginning the 30 minute on-time window, as defined above. (non-ADA ready time is still to be determined).

Reservation (Paratransit): Describes the process of requesting trips and receiving trip confirmation prior to the day service is needed.

Revenue Hours: The time a vehicle is in performance of revenue service, as defined below. Also referred to as Service Hours.

Revenue Miles: Those miles traveled while a vehicle is in revenue service, as defined below. Also referred to as Service Miles.

Revenue Service (Fixed Route and Flexible): The time a vehicle is available for passenger transport, within Contractor's established hours of service (excludes deadhead). When the vehicle is available to the general public and there is reasonable expectation of carrying passengers that directly pay for fares, are subsidized by public policy, or provide payment through some contractual arrangement. (Includes "free fare" days).

Revenue Service (Paratransit): The time a vehicle is available for passenger transport, within Contractor's established hours of service. Revenue service begins at the time a vehicle arrives at the first scheduled passenger pick-up location and ends at the last scheduled passenger drop-off location.

Revenue Vehicle: Vehicle used to provide public transportation in revenue service.

Ride (All Demand Response): A one-way passenger trip where transportation service is provided from a scheduled pick-up location to a scheduled drop-off location. A ride may include feeder service that has a CCRTA bus stop as its scheduled pick-up or drop-off location.

Road Call: A mechanical failure of the vehicle in service that requires assistance from a support vehicle dispatched to a reported site regardless of the impact on or cause of delay to revenue service.

Routing (All Demand Response): The process of organizing individual passenger pick-ups and drop-offs so as to maximize the efficient use of drivers and vehicles without undue burden or excess travel time for passengers.

Scheduled Arrival Time (Paratransit): The time the passenger is scheduled to be delivered to the arranged destination. Should the passenger specify an appointment time, defined above, when requesting a trip, the scheduled arrival time will generally be set so the passenger can meet the requested appointment time.

Scheduling (All Demand Response): The process of assigning pick-up times for passengers based on the passengers' requested pick-up times or requested arrival times (drop-off times) at the requested destination location.

Service Animal: Under Department of Transportation (DOT) Americans with

Disabilities Act (ADA) regulations at 49 C.F.R. Section 37.3, “service animal” is defined as “any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.”

Service Area: Determined by the CCRTA, the current service area is depicted in As the CCRTA transit system fixed route service changes, ADA paratransit will change as well.

Service Hour: see Revenue Hour.

Service Miles: see Revenue Miles.

Service Provider (Paratransit): An entity that provides trips to certified ADA eligible paratransit passengers. Also referred to as transportation provider or contractor. This may include the current contractor or additional contractors for ADA Paratransit.

Small Buses: Buses 30 feet or less in length that do not require a CDL to operate.

Subscription Service (Paratransit): Paratransit trips that are scheduled between the same trip origins and destinations on a recurring daily or weekly basis. A subscription does not require the passenger to call in a request for each trip, only to cancel for one or more days.

Total Vehicle Miles: All accrued mileage from the time a vehicle pulls out of the gate to go into revenue service until the time it pulls back into the gate. Total vehicle miles include revenue miles and deadhead miles.

Trip: One-way transportation provided to a passenger. **(Paratransit):** One-way transportation provided to a passenger from a scheduled pick-up location to a scheduled drop-off location. A trip may include feeder service that has a CCRTA bus stop as its scheduled pick-up or drop-off location. Also called a passenger trip or a one-way trip.

Trip Denial: The inability of the paratransit system to accommodate a request for transportation, within regular service area and hours of service, from a certified paratransit passenger within one hour of the requested pickup time. For official reporting purposes, this measurement shall apply to the reservation process. For purposes of applying Liquidated Damages, this measurement shall apply to a serviced trip arriving at the designated pick-up location more than 60 minutes after the beginning of the scheduled pick-up window or does not arrive at all.

USDOT: United States Department of Transportation.

Vehicle Hour: For paratransit service, vehicle hours are measured from the first pickup to the last drop off on each route. For Fixed Route, Flexible, Special Event and Non-ADA services, vehicle hours are measured from the time a vehicle pulls out of the gate to go into revenue service until the time it pulls back into the gate.

**FEDERAL SUPPLEMENTAL CONDITIONS
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FEDERAL SUPPLEMENTAL CONDITIONS (PROFESSIONAL SERVICES)

As used in these Supplemental Conditions, the term "CCRTA" shall refer to the Corpus Christi Regional Transportation Authority in Corpus Christi, Texas, the term "Contractor" shall refer to the contractor named in the Contract to which these Supplemental Conditions are attached, and the term "FTA" shall refer to the Federal Transit Administration. Contractor clauses and provisions apply to all federally assisted Professional Services including Architectural and Engineering Services. These provisions supersede and take precedence over any other clause or provision contained within this contract that may be in conflict therewith.

1. No Federal Government Obligations to Third Parties

(1) The CCRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the CCRTA, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

2. False Statement or Claims – Civil and Criminal Fraud

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying Contract, 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 FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate.

(2) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.

(3) 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.

3. Access to Third Party Contract Records

(1) Record Retention – Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

(2) Retention Period – Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records – Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance – Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

4. Changes to Federal Requirements

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the CCRTA and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to comply shall constitute a material breach of the Contract.

5. Termination

(1) Termination for Convenience (General Provision) - The CCRTA may terminate this contract, in whole or in part, upon sixty (60) days' written notice to Contractor when it is in the CCRTA's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the CCRTA to be paid by Contractor. If Contractor has any property in its possession belonging to the CCRTA, Contractor will account for same, and dispose of it in the manner the CCRTA directs.

(2) Termination for Default [Breach or Cause] (General Provision) - If Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for services, and Contractor fails to perform in the manner called for in the contract, or if Contractor fails to comply with any other provisions of the contract, the CCRTA may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on Contractor setting forth the manner in which Contractor is in default. Contractor will be paid only the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CCRTA that Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Contractor, the CCRTA, after setting up a new delivery or performance

schedule, may allow Contractor to continue work, or treat the termination as a Termination for Convenience.

(3) Opportunity to Cure (General Provision) - The CCRTA in its sole discretion may, in the case of a termination for breach or default, allow Contractor an appropriately short period of time in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the CCRTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the CCRTA setting forth the nature of said breach or default, the CCRTA 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 the CCRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

(5) Termination for Convenience (Professional or Transit Service Contracts) - The CCRTA, upon sixty (60) days' written notice, may terminate this contract, in whole or in part, when it is in the CCRTA's interest. If the Contract is terminated, the CCRTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination together any real estate or vehicle lease termination expenses and any employment termination obligations required by law.

(6) Termination for Default (Supplies and Service) - If Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or, if Contractor fails to comply with any other provisions of this contract, the CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to Contractor a Notice of Termination specifying the nature of default. Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

If this contract is terminated while Contractor has possession of the CCRTA's goods, Contractor shall, upon direction of the CCRTA, protect and preserve the goods until surrendered to the CCRTA or its agent. Contractor and the CCRTA shall agree on

payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the convenience of the CCRTA.

(8) Termination for Default (Construction) - If Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract, or any extension, or fails to complete the work within this time, or if Contractor fails to comply with any other provisions of this contract, the CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to Contractor a Notice of Termination specifying the nature of default. In this event, the CCRTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the CCRTA resulting from Contractor's refusal or failure to complete the work within specified time, whether or not Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the CCRTA in completing the work.

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include: acts of God, acts of the CCRTA, acts of another contractor in the performance of a contract with the CCRTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the CCRTA in writing of the causes of delay. If, in the judgement of CCRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the CCRTA shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the convenience of CCRTA.

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

If termination is for the convenience of CCRTA, the CCRTA shall make an equitable adjustment in the Contract price but shall allow no anticipated profit on unperformed services.

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

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

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

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

If, after serving a notice of termination for default, the CCRTA determines that Contractor has an excusable reason for not performing, the CCRTA, after setting up a new work schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

6. Civil Rights (Title VI, ADA, EEO)

The CCRTA is an Equal Opportunity Employer. As such, the CCRTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CCRTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

(2) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

7. Disadvantaged Business Enterprises (DBEs)

Contracts involving subcontractors (exclusive of transit vehicle purchases)

To the extent authorized by Federal law, the CCRTA agrees to facilitate participation by Disadvantaged Business Enterprises (DBE) in the Project and assures that each subrecipient, lessee, and third-party contractor at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

(1) The CCRTA agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The CCRTA agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third-party contract, or sub-agreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part

26. The CCRTA agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the CCRTA's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The CCRTA agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the CCRTA of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

8. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly stated in the preceding contract provisions. All U.S. DOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor will not perform any act, fail to perform any act, or refuse to comply with any request that would cause the CCRTA to be in violation of FTA terms and conditions.

9. Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the CCRTA. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the CCRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions

10. Resolution of Disputes, Breaches or Other Litigation

Initial Process – Disputes arising in the performance of this Contract shall be initiated by written notice to the parties at the addresses provided. In the event the dispute is not resolved by agreement of the parties, the parties shall seek mediation with a neutral third party prior to the initiation of any legal proceedings.

Performance During Dispute – Unless otherwise directed by the CCRTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to this Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be

made in writing to such other party within 30 days after the first observance of such injury or damage.

Legal Proceedings – Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CCRTA and Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the City of Corpus Christi, Nueces County, State of Texas.

Remedies Not Exclusive; Nonwaiver – Duties and obligations imposed by this Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CCRTA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. Lobbying

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 propose 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 of 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 the recipient.

12. Clean Air

(1) Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q)

(2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

13. Clean Water

(1) Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

(2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

14. Fly America

(1) Definitions. As used in this clause--

International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag air carrier means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(3) If available, Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property

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

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

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

(5) Contractor shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase under this contract that may involve international air transportation

15. Energy Conservation

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

STANDARD SERVICE TERMS AND CONDITIONS

1. SERVICE STANDARDS.

Contractor shall perform all work set forth in the specifications in a “first class” manner, consistent with all applicable regulations and industry standards. All work shall be performed to the reasonable satisfaction of the CCRTA, and any defective or substandard performance shall be promptly remedied.

2. INVOICES AND PAYMENTS.

The monthly billings from Contractor shall consist of progress payments and the month-end invoice for the balance due for services rendered. Contractor shall invoice on a semi-monthly basis for the progress payments in the amount set forth in the price schedule. The invoices for the progress payments shall be invoiced on the 1st of the month and again on the 15th of the month. By the 10th of the following month, Contractor shall submit an itemized invoice detailing the charges for the various components of services rendered as set forth in the price schedule less the progress payments invoiced. This invoice shall also include any documentation relating to direct expenses including but not limited to labor charges.

Payment terms for all three invoices are net 30 and payable 30 days after the date of the invoice. Invoices shall be submitted to the dedicated electronic Accounts Payable mail box AccountsPayable@ccrta.org which is the preferred method for submitting all invoices. If you are not able to submit invoices electronically you may mail them to CCRTA, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401.

All invoices shall indicate the Contract number. Contractor is also required to submit a monthly vendor statement reflecting any outstanding invoices that are delinquent no later than the 10th of each month.

All invoices are reviewed by designated CCRTA personnel for completeness and accuracy before payment is made. In the event that invoice errors are found after payment has been made, the CCRTA will inform Contractor. Mutually agreed upon arrangements will be made to recover any overcharges from future billings.

3. TOOLS, EQUIPMENT AND SUPPLIES.

Contractor shall provide such tools, equipment, supplies, materials, employees, management, and any other items or services as may be necessary in order to enable Contractor to provide the services required under the terms of this Contract.

4. ESTIMATED QUANTITIES.

The estimated quantities for services, supplies or work to be performed noted in the Proposed Revenue Schedule are approximate. These quantities are to be used only for the comparison of proposal revenue schedule and the award of this Contract and are based on past and projected usage. Contractor agrees and understands that the actual quantities to be utilized are within the sole and absolute discretion of the CCRTA. Should the actual quantities be greater or lesser than the estimates contained in the Proposed Revenue Schedule, Contractor agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices. Further, Contractor agrees to honor quoted unit prices for the duration of this Contract.

5. LIABILITY INSURANCE COVERAGE.

Contractor shall maintain at all times during the term of this Contract at its sole cost and expense each of the following insurance coverages listed below having policy limits not less than the dollar amounts set forth:

Commercial general liability insurance with minimum policy limits of \$5,000,000.

Comprehensive Automobile liability insurance with a minimum combined single limit of \$5,000,000.

Contractual liability insurance covering Contractors' indemnification obligations contained in this Contract.

Each of such insurance policies shall be issued by insurance companies licensed to do business in the State of Texas and rated A- or better by the A. M. Best insurance rating guide. Policies can be issued by a qualified self-insurance plan as approved by the State of Texas. Each such policy shall name the CCRTA as an additional insured, and a certificate of insurance evidencing such coverages shall be furnished to the CCRTA prior to the commencement of work and maintained throughout the term of the Contract. Such insurance policies shall not be cancelled without thirty (30) days' prior written notice to the CCRTA, and the certificate of such insurance coverage shall have a copy of the cancellation endorsement attached. Copies of the insurance policies shall be promptly furnished to the CCRTA upon its written request after award of contract.

The CCRTA reserves the right to approve or disapprove all insurance coverages proposed by Contractor. As an alternative to the above automobile liability insurance, Contractor may self-insure such obligations if Contractor is authorized to do so by the Texas Department of Insurance, and all of the obligations of the insurer in such circumstances shall be borne by Contractor.

6. WORKERS' COMPENSATION.

Contractor shall maintain at all times during the term of this Contract at its sole cost and expense workers' compensation as required by statute and employer's liability insurance with policy limits of \$300,000 containing a waiver of subrogation endorsement waiving any right of recovery under subrogation or otherwise against the CCRTA.

(In the event this Contract covers construction services, Section 6.1 through 6.11 shall apply.)

6.1 The following definitions shall apply:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until Contractor's work on the project has been completed and accepted by the CCRTA.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

6.2 Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the project, for the duration of the project.

6.3 Contractor shall provide a certificate of coverage to the CCRTA prior to being awarded the Contract.

6.4 If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the

coverage period, file a new certificate of coverage with the CCRTA showing that coverage has been extended.

6.5 Contractor shall obtain from each person providing services on a project and furnish CCRTA:

6.5.1 a certificate of coverage, prior to that person beginning work on the project, so the CCRTA will have on file certificates of coverage showing coverage for all persons providing services on the project; and

6.5.2 no later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

6.6 Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

6.7 Contractor shall notify the CCRTA in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

6.8 Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

6.9 Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

6.9.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;

6.9.2 Provide to Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

6.9.3 Provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

6.9.4 Obtain from each other person with whom it contracts, and provide

to Contractor:

6.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

6.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

6.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6.9.6 Notify the CCRTA in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

6.9.7 Contractually require each person with whom it contracts, to perform as required by this subsection, with the certificates of coverage to be provided to the person for whom they are providing services.

6.10 By signing this Contract or providing a certificate of coverage, Contractor is representing to the CCRTA that all employees of Contractor who will provide service on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

6.11 Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles the CCRTA to declare this Contract void if Contractor does not remedy the breach within 10 days after receipt of notice of breach from the CCRTA.

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless the CCRTA, its officers, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and losses of whatsoever kind or character arising out of or in connection with any act or omission of Contractor or its officers, employees or agents, during the term of this Contract. Contractor shall assume on behalf of the CCRTA and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not

the CCRTA is joined therein, even if such claims be groundless, false or fraudulent.

8. INDEPENDENT CONTRACTOR.

At all times during the term of this Contract, Contractor shall be an independent contractor to the CCRTA, and Contractor shall not in any event be deemed an employee or other representative of the CCRTA. Any persons employed by Contractor shall at all times hereunder be deemed to be the employees of Contractor, and Contractor shall be solely liable for the payment of all wages and other benefits made available to such employees in connection with their employ. Contractor shall remain solely responsible for the supervision and performance of any such employees in completing its obligations under this Contract. Contractor warrants that any such employees shall be fully covered by workers' compensation insurance and that each of such employees has been carefully screened as to character and fitness for the performance of his or her job.

9. ASSIGNMENT.

Contractor shall not assign or subcontract any of its rights, duties or obligations under this Contract without prior written consent of the CCRTA, not to be unreasonably withheld, conditioned, or delayed. Contractor shall be entitled to assign, pledge or encumber its right to receive payments under this Contract pursuant to security interests created in conformity with the Uniform Commercial Code so long as the CCRTA shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of this Contract. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by the CCRTA for damages or claims arising under this Contract or any other obligation owed by Contractor to the RTA.

10. AMENDMENTS.

No amendments, modifications or other changes to this Contract shall be valid or effective absent the written agreement of both parties hereto.

11. TERMINATION.

The CCRTA shall have the right to terminate for default all or any part of its Contract if Contractor breaches any of the terms hereof or if Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CCRTA may have in law or equity, specifically including, but not limited to, the right to sue for damages. The CCRTA additionally has the right to terminate this Contract without cause by delivery to Contractor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

12. ADVERTISING.

Contractor shall not advertise or publish, without the CCRTA's prior consent, the fact that it has entered into this Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local authorities.

13. GRATUITIES.

No gratuities in the form of entertainment, gifts, or otherwise, shall be offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the CCRTA with a view toward securing a contract or securing favorable treatment with respect to a contract.

14. EQUAL OPPORTUNITY.

Contractor agrees that during the performance of this Contract it will:

14.1 Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age or handicap.

14.2 Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.

Contractor shall be advised of any complaints filed with the CCRTA alleging that Contractor is not an equal opportunity employer. The CCRTA reserves the right to consider such complaints in determining whether or not to terminate any portion of this Contract for which the services have not yet been performed; however, Contractor is specifically advised that no equal opportunity employment complaint will be the basis for denial of payment for any services already completed.

15. ENFORCEABILITY.

This Contract shall be interpreted, construed, and governed by the laws of the United States and the State of Texas and shall be enforceable in any state court of competent jurisdiction in Nueces County, Texas. Contractor shall comply with all applicable laws and regulations in performing under this contract.

16. NOTICES.

Notices shall be given to the parties by delivering or mailing such notice to the addresses set forth in the Contract documents, or at such other addresses as the parties may designate to each other in writing.

17. INTERPRETATION.

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting party has knowledge of the performance and opportunity for objection.

SPECIAL TERMS AND CONDITIONS

1.0 Liquidated Damages

For this Contract, liquidated damages have been included as part of the Scope of Work. Said damages are not imposed as a penalty but as an estimate of the damages that the CCRTA will sustain from delays or poorly performed work. These damages by their nature are not capable of precise proof. The CCRTA may withhold the amount of liquidated damages from monies otherwise due Contractor.

2.0 [Intentionally Deleted.]

3.0 Audit

3.1 The CCRTA reserves the right to make a pre-award audit of the Contractor's proposed rates to determine if they are fair and reasonable. Further, the CCRTA has a right to examine all pertinent cost information and documentation throughout the life of this Contract.

3.2 Contractor agrees that the CCRTA or any of its duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, pertinent payrolls, and other pertinent data and records with regard to this Contract. Further, Contractor agrees to maintain all required records for at least three (3) years after the CCRTA makes final payments and all other pending matters are closed.

4.0 General Compliance with Laws, Rules, and Regulations

4.1 Contractor will give all notices and comply with all federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of this Scope of Work. Contractor will furnish to the CCRTA certificates of compliance with all such laws, orders, and regulations. Contractor will be responsible for obtaining at its own expense all necessary permits and licenses required.

4.2 Contractor will be required to operate all services in accordance with the following specific requirements and policies:

- The Federal Clean Air Act and EPA requirements.
- The Americans with Disabilities Act.
- State of Texas Alternative Fuels legislation.
- Commercial Motor Vehicle Safety Act of 1986.

5.0 Affirmative Action/EEO

5.1 Contractor will abide by all provisions in the Equal Opportunity section of the Standard Service Terms and Conditions above, and all others covered in Title VI regulations.

6.0 Right to Disapprove

6.1 The CCRTA reserves the right to disapprove, for reasonable cause, any personnel, subcontractors, documentation, manuals, lists, training, or any other material. If any item is disapproved, it is the sole responsibility of the successful Contractor to correct the deficiency at its own expense. If such a deficiency is not corrected to the satisfaction of the CCRTA, the Contractor shall be in default of its contractual obligation.

6.2 Should disapproval potentially result in a delay of timely contract performance; the Contractor shall present any such information to the CCRTA prior to the selection of alternatives. Should the CCRTA not timely approve the selection of an alternative, Contractor may reopen negotiations with the CCRTA for extension of the completion date only.

7.0 Inspection of Facilities and Vehicles

The CCRTA and/or its agents shall at all times have access to the Contractor's facilities and vehicles. Inspections will be conducted randomly and without notice, to ascertain compliance with the Scope of Work.

8.0 Assignment

After Contract award, neither party to the Contract shall assign the Contract nor sublet it in substantial part or as a whole without the written consent of the other.

9.0 Subcontractors

9.1 Contractor agrees that it is fully responsible to the CCRTA for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by it.

9.2 Nothing contained in this Contract shall create either any contractual relationship between any subcontractor and the CCRTA nor any obligation on the part of the CCRTA to pay, or to seek the payment of, any sums to any subcontractor.

9.3 Contractor shall not write any subcontract at variance with the conditions of the Contract documents and the provisions of the Contract documents shall be incorporated in any subcontract agreement.

9.4 Any subcontractor proposed is subject to the disapproval of the CCRTA with reasonable cause.

10.0 Contract Termination

The Contract may be terminated in whole or in part in writing by the CCRTA in event of failure by Contractor to fulfill its obligations through no fault of the CCRTA, provided that no such termination may be effected unless, not less than (60) days written notice is given by registered mail of intent to terminate, and upon receipt of a termination notice pursuant to above, the Contractor shall:

10.1 promptly discontinue all services affected (unless the notice directs otherwise);

10.2 deliver or otherwise make available to the CCRTA all pertinent data, reports, summaries, and such other information and materials, as may have been accumulated by Contractor in performing the Contract, whether completed or in progress.

11.0 [Intentionally Deleted.]

12.0 Force Majeure

The CCRTA shall not exercise any of its remedies against the Contractor with respect to any default occasioned hereunder as the result of fire, strike, civil commotion, government allocation, rationing or other orders or requirements regarding materials, acts of civil or military authority, natural disasters, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the Contractor, until the expiration of fourteen (14) days from the date of commencement of such default without substantial resumption of services by Contractor pursuant to the terms of this Contract. Upon the expiration of such period, the CCRTA shall be entitled to immediately terminate this Contract. Contractor shall not be liable for any monetary damages in the event of such termination, and the CCRTA agrees to pay any outstanding invoices at the time of termination for services rendered by Contractor.

EXHIBIT A

VEHICLE ACCEPTANCE STANDARDS

1. The vehicle body and all attachments will be free of dents and scratches in excess of 1" in length. All body parts shall be properly attached to vehicle chassis and free of rust.
2. Exterior paint and decals shall be free from scrapes, scratches in excess of 1" in length, rust and tar. All decals shall be properly applied and free from peeling.
3. Vehicle tires shall be of proper load range for the vehicle and be of a type equivalent to that originally supplied by the manufacturer. All tires shall be free from side wall damage, shall have a minimum of 8/32 inch tread depth on front tires and a minimum of 6/32 inch tread depth on rear tires and shall be free from damage due to improper alignment or balancing or curb damage.
4. Vehicles shall contain a spare tire and wheel meeting the standards of paragraph 3 above if the vehicle was so equipped when purchased by CCRTA.
5. All vehicle lights shall be in working order.
6. All decals or painting identifying the vehicle with a prior contractor or other operator shall be removed prior to delivery and all paint damage from said removal shall be properly repaired.
7. All vehicle doors and windows shall be in proper operating condition and properly sealed against the entry of fumes or water.
8. All components of the emission control and exhaust system shall be free from leaks, rust and be in proper operating condition. Vehicles shall have current state emission certification, if so required.
9. The vehicle engine shall be in proper operating condition. Proper condition shall be established through oil analysis and compression testing. If an engine has been rebuilt, CCRTA shall supply documentation of rebuilder and assure Contractor that the engine rebuild meets manufacturers specifications.
10. The vehicle transmission shall be in proper operating condition, free from leaks, bad gears or slippage. If the transmission has been rebuilt, CCRTA shall supply documentation of rebuilder and assure Contractor that the transmission rebuild meets manufacturer's specifications.
11. The vehicle electrical system shall be in proper operating condition. The alternator shall be supplying specified output and battery(ies) shall fall within manufacturer's specifications for output and specific gravity. All vehicle wiring shall be free from fraying and shall be properly loomed and attached to the vehicle in such a way as to prevent fraying. Any alterations to wiring not completed by vehicle manufacturer shall be

performed so as to not overload any circuit and not to cause any short circuit.

12. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturer's specifications.

13. All brake linings, drums and rotors shall meet manufacturers specifications and shall have at least 50% life remaining. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.

14. Vehicle radios, antennas and all other communications devices shall be in proper working order and mounted so as to not constitute a safety hazard.

15. The wheelchair lift/ramp shall meet all current state requirements and be in proper working condition. All wheelchair tiedowns and other securement equipment shall be in good condition and not be frayed or worn so as to constitute a safety hazard. Wheelchair lift interlocks, if so equipped, shall be in proper operating condition and meet state requirements.

16. Vehicles shall be equipped with a fire extinguisher with current tag, a complete first aid kit, full and complete safety triangle kit and all other safety equipment required by law.

17. All passenger seats and all other interior surfaces shall be cleaned and free from stains, tears and graffiti. Seats shall be properly secured to the vehicle with the proper grade of securement device.

18. Vehicles shall have a current preventive maintenance inspection including oil and filter change, transmission service, etc., in accordance with the requirements of Contractor in this Contract and state requirements.

19. Vehicles will have all current required state inspection and registration certificates, if required.

20. Vehicles will be cleaned to the standards of this Contract and shall be completely fueled. All other fluid levels shall meet manufacturers requirements.

21. All vehicle repair and inspection records shall be delivered with the vehicles.

22. All glass shall be free from chips, scratches and cracks.

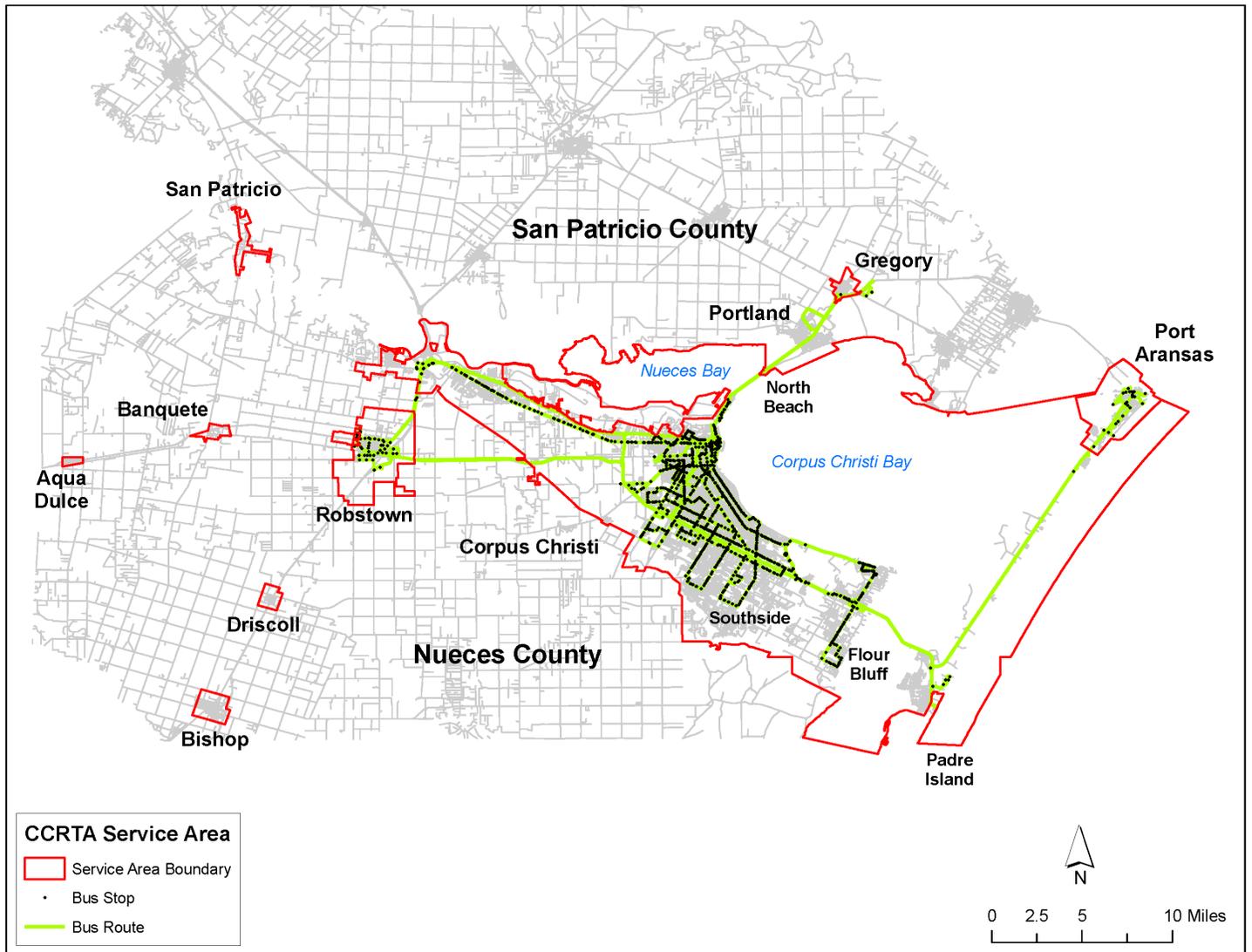
23. All suspension and steering components shall be within the manufacturer's wear limits specifications and free from cracks and leaks.

24. All other items not specifically listed herein shall be in serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and federal government and all requirements contained in this Agreement.

EXHIBIT I

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

SERVICE AREA



Source: CCRTA

**EXHIBIT II
VEHICLE LIST**

CCRTA is awaiting delivery of 29 ARBOC unleaded fuel vehicles as replacements for current paratransit and fixed route vehicles, and they will be in service prior to the Contract start date. The remaining paratransit, fixed route, and Port Aransas vehicles are scheduled to be replaced with 13 being purchased in 2021, 9 in 2022, and 2 in each year of 2023-2025. CCRTA is also awaiting delivery of 2 new Chrysler Pacifica's with wheelchair ramps and 2 new Ford Escape Hybrid's to replace the 2 VPG MV-1's and 2 of the 2009 Ford Escape Hybrid's.

Paratransit

Vehicle	Year	Make	Fuel Type	Size	Fleet	Lift/Ramp	Eligible for Disposition	Lifetime Miles as of 02/28/21
2001	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	294,655
2002	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	291,024
2003	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	303,645
2004	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	291,088
2005	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	299,121
2006	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	299,944
2007	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	329,006
2008	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	321,127
2009	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	310,870
2010	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	298,939
2011	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	298,736
2012	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	301,889
2013	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	302,780

2014	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	277,096
2015	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	307,858
2016	2013	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	285,514
2024	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	254,484
2025	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	273,807
2026	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	250,368
2027	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	229,643
2028	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	244,939
2029	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	266,933
2030	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	289,506
2031	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	284,085
2032	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	278,787
2033	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	298,202
2034	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	280,503
2035	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	297,736
2036	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	308,865
2037	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	293,689
2038	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	271,260
2039	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	271,338
2040	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	271,162
2041	2014	ARBOC / Chevy	CNG	26'	Paratransit	Ramp	2021	265,481
34	Paratransit							

Fixed Route / Flexible

Vehicle	Year	Make	Fuel Type	Size	Fleet	Lift/Ramp	Eligible for Disposition	Lifetime Miles as of 02/28/21
2017	2013	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2021	259,465
2018	2013	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2021	262,108
2019	2013	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2021	273,687
2021	2013	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2021	300,875
2021	2013	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2021	280,946
2022	2013	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2021	282,935
2023	2013	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2021	288,357
3008	2014	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2021	263,807
3009	2015	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2022	258,974
3010	2015	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2022	249,761
3011	2015	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2022	274,674
3012	2015	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2022	251,627
3013	2017	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2022	145,674
3014	2017	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2022	139,103
3015	2017	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2022	139,095
3016	2017	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2022	127,447
3017	2017	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2022	122,087
3018	2017	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2022	101,496
3019	2017	ARBOC / Chevy	CNG	26'	Fixed Route	Ramp	2022	133,386
19	Fixed Route							

Port Aransas

Vehicle	Year	Make	Fuel Type	Size	Fleet	Lift/Ramp	Eligible for Disposition	Lifetime Miles as of 02/28/21
3553	2010	ELDORADO / INTERNATIONAL			Fixed	Ramp	2017	
3592	2012	FORD / ELDORADO		25'	Fixed	Ramp	2019	
3593	2012	FORD / ELDORADO		25'	Fixed	Ramp	2019	
3594	2012	FORD / ELDORADO		25'	Fixed	Ramp	2019	
4	Port Aransas							

Support / Relief Vehicles

Vehicle	Year	Make	Model	Fuel Type	Fleet	Lift/Ramp	Eligible for Disposition	Lifetime Miles as of 02/28/21
2402	1991	Chevy	Flatbed P/U	Unleaded	Support	No	N/A	37,691
2925	2017	Ford	F150 P/U	Unleaded	Support	No	2021	43,074
2926	2017	Ford	F150 P/U	Unleaded	Support	No	2021	16,236
2927	2017	Ford	F150 P/U	Unleaded	Support	No	2021	15,998
2928	2017	Ford	F150 P/U	Unleaded	Support	No	2021	62,030
2929	2017	Ford	F150 P/U	Unleaded	Support	No	2021	26,141
2931	2017	Ford	Expedition XL	Unleaded	Admin/CEO	No	2021	12,642
2932	2017	Ford	F250 P/U	Unleaded	Support	No	2021	19,974
2933	2017	Ford	F250 P/U	Unleaded	Support	No	2021	17,244

2934	2017	Ford	F250 P/U	Unleaded	Support	No	2021	44,257
2935	2017	Ford	F250 P/U	Unleaded	Support	No	2021	41,190
2936	2017	Ford	F350 P/U	Unleaded	Support	No	2021	35,595
2937	2021	Ford	F150 P/U	Unleaded	Support	No	2028	1,672
3148	2009	Ford	Escape Hybrid	Unleaded	Support	No	2013	101,744
3149	2009	Ford	Escape Hybrid	Unleaded	Support	No	2013	104,366
3150	2009	Ford	Escape Hybrid	Unleaded	Support	No	2013	96,332
3152	2011	Ford	Escape Hybrid	Unleaded	Support	No	2015	64,603
3153	2011	Ford	Escape Hybrid	Unleaded	Admin	No	2015	94,015
3154	2012	Ford	Focus	Unleaded	Relief	No	2016	76,110
3155	2012	Ford	Focus	Unleaded	Relief	No	2016	75,087
3156	2012	Ford	Focus	Unleaded	Support	No	2016	30,790
3157	2016	Ford	Focus Electric	Electric	Relief	No	2021	42,613
3158	2016	Ford	Focus Electric	Electric	Relief	No	2021	43,489
3159	2016	Ford	Focus Electric	Electric	Relief	No	2021	35,833
3160	2016	Ford	Focus Electric	Electric	Relief	No	2021	26,791
3161	2016	Ford	Focus Electric	Electric	Relief	No	2021	40,919
3162	2016	Ford	Focus Electric	Electric	Relief	No	2021	41,960
3163	2016	Ford	Focus Electric	Electric	Relief	No	2021	39,128
3164	2016	Ford	Focus Electric	Electric	Relief	No	2021	41,759
3165	2016	Ford	Focus Electric	Electric	Relief	No	2021	40,730
3166	2016	Ford	Focus Electric	Electric	Relief	No	2021	35,066

3167	2016	Ford	Focus Electric	Electric	Relief	No	2021	36,295
3168	2016	Ford	Focus Electric	Electric	Relief	No	2021	34,055
3169	2016	Ford	Focus Electric	Electric	Relief	No	2021	39,599
4001	2021	Ford	Fusion	Unleaded	Support	No	2028	3,503
6001	2012	VPG	MV-1	CNG	Supervisor	Ramp	2017	161,732
6005	2012	VPG	MV-1	CNG	Supervisor	Ramp	2017	176,443
6008	2021	Ford	Explorer	Unleaded	Supervisor	No	2028	21,848
6009	2021	Ford	Explorer	Unleaded	Supervisor	No	2028	22,609
6010	2021	Ford	Explorer	Unleaded	Security	No	2028	10,885
6011	2021	Ford	Explorer	Unleaded	Supervisor	No	2028	25,947
6012	2021	Ford	Explorer	Unleaded	Supervisor	No	2029	0
6013	2021	Ford	Explorer	Unleaded	Supervisor	No	2029	9
6014	2021	Ford	Explorer	Unleaded	Support	No	2029	0
6015	2021	Ford	Explorer	Unleaded	Support	No	2029	1
45	Support / Relief Vehicles							

EXHIBIT III

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY'S

POLICIES AND PROCEDURES

**Corpus Christi Regional Transportation Authority
Policies and Procedures**

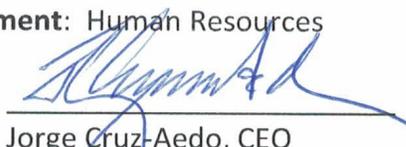
Subject: Usage of Electronic Devices

Policy No.: 225

Issuing Department: Human Resources

Date Issued: August 7, 2013

Approved by:


Jorge Cruz-Aedo, CEO

Revision Dates: July 3, 2017

Policy Statement: Employees are strictly prohibited from using any mobile electronic devices (including but not limited to pagers, cellular phones, radios, MP3 players, Bluetooth headsets, earpieces, CD/DVD players, digital recorders, ipods; smart watch) while operating any RTA vehicle.

The unauthorized use and/or possession while on duty of non-Company provided cellular phones, or any other electric device (mentioned above) is a violation of RTA policy and subject to disciplinary action.

Unless authorized by a Director or above, employees who possess a cell phone (or any of the mentioned devices) while on duty must have the device TURNED OFF, not attached or affixed in any way to any part of the uniform or person, and hidden from public view.

Employees shall make every attempt to minimize the use of cell phones during working hours. The RTA is a workplace where productivity must remain high at all times. If a Director observes an employee is excessively using a cell phone for personal matters, the Director may take disciplinary actions to maintain the focus of the job duties.

Distracted Driving and Equipment Operation Prevention

An Executive Order, signed by the President of the United States, on October 1, 2009, requires award recipients and contractors of the Federal Government to adopt and enforce policies that prohibit the use of electronic devices while driving federally or institutionally owned vehicles. Apart from this legislation, CCRTA is committed to providing a customer-focused, safe and reliable service to the citizens and visitors of our service area.

Based on this executive order, the Authority has adopted a practice of applying strict liability regarding the wearing and/or use of electronic/computer devices that allow receipt of personal calls, texts, timekeeping, recording, playback, and other actions that distract from the safe operation of corporation vehicles. This prohibition includes; talking, texting, listening on or looking at a cell phone, smart watch, bluetooth or other electronic/computer devices. Cell phone and other electronic/computer device use are only permitted when a vehicle is not "in operation" status. A vehicle is considered "in

operation” status unless it is in a parked position with its flashers on (if applicable) and the operator is out of the operator’s seat.

In emergencies, family members can contact either the employee's Supervisor or Dispatch. The employee can then be contacted via radio by their Supervisor or Dispatch.

This provision includes but is not limited to, all Authority vehicles, forklifts, or any piece of equipment requiring the full attention of the person operating it.

The use of mobile electronic devices while walking through the bus yard, maintenance shop, or while engaged in any safety sensitive function, is prohibited unless authorized by Senior Staff to be used within the scope of the employee’s job.

Violations of this Policy may be subject to progressive discipline up to and including immediate termination; absent extraordinary circumstances.

Exceptions

- Bus Operators may use a cell phone when parked at the end-of-line and either off the bus or behind the white line, time permitting and without interfering with schedule adherence or providing customer assistance.
- Employees may use electronic devices when on personal time in the Operator Room or any Company authorized break room. Extraboard Operators may use these devices for short messages, so long as it does not interfere with their ability to receive notification of an assignment and it cannot be described in the “Distracted Driving and Equipment Operation Prevention” section of the document.
- Employees may use a cellular phone during emergencies when contacted by and at the direction of either Dispatch or a member of Senior Staff and while parked in a safe location and not “in operation” as described in the “Distracted Driving and Equipment Operation Prevention” section of the document.

Consequences of a Violation

- Termination for any violation that is described in the “Distracted Driving and Equipment Operation Prevention” section of the document.
- 5 day unpaid suspension for the first violation, provided the incident is not a distracted driving violation as described in the “Distracted Driving and Equipment Operation Prevention” section of the document.
- Termination for the second violation, provided the incident is not a distracted driving violation as described in the “Distracted Driving and Equipment Operation Prevention” section of the document.