

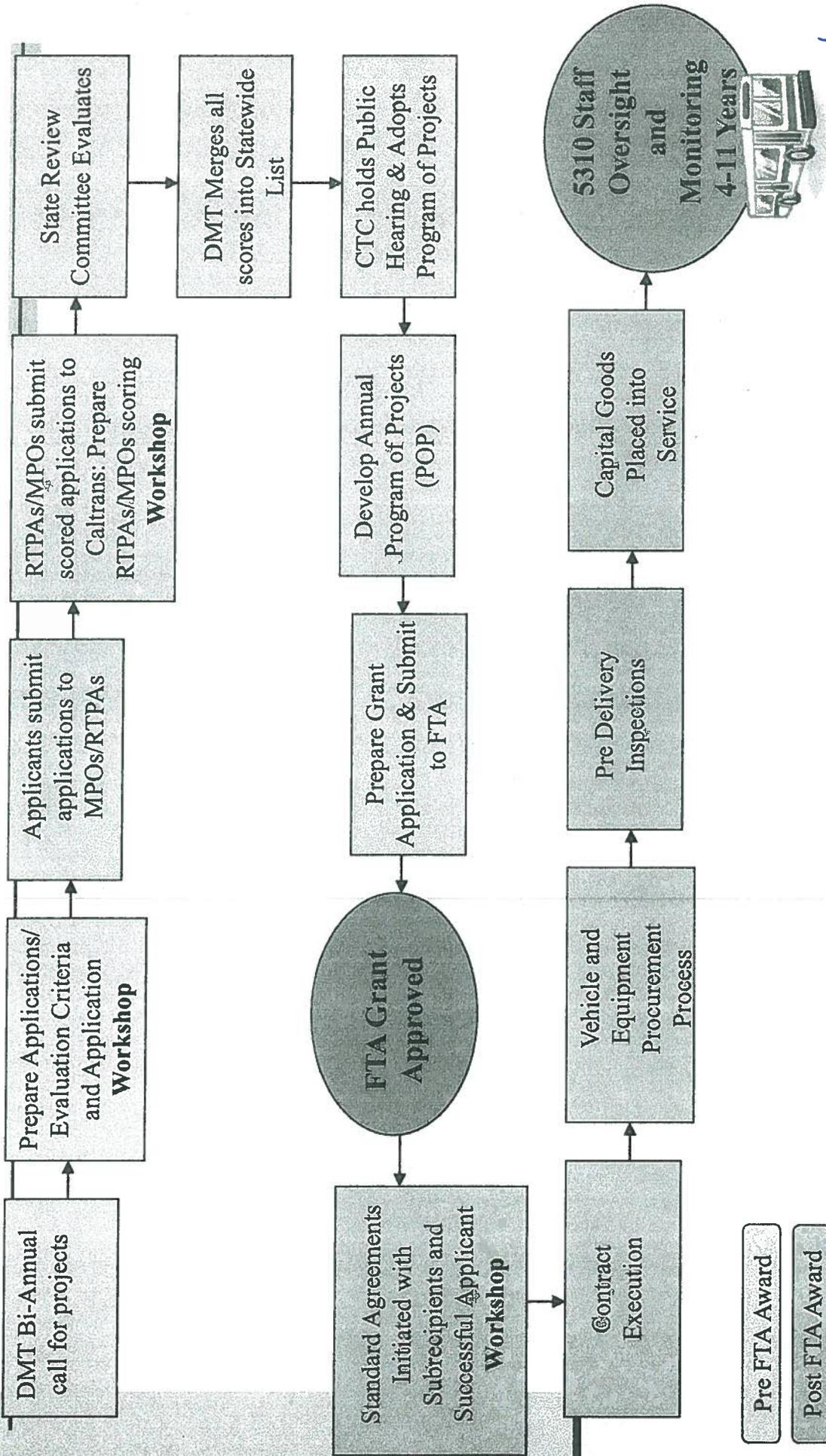


Successful Applicant Workshops

HANDOUTS

1. 5310 Grant Process Flow Chart
2. Standard Agreement (Signature Page & Exhibits)
3. 5310 Bi-Annual Progress Report & Instructions
4. 5310 FAQs Bi-Annual Progress Report
5. 5310 Agency Monitoring and Vehicle Inspection Reports
6. Definition of a Small Bus
7. Manufacturer's Suggested Maintenance Schedule (SAMPLE)
8. Pre/Post Trip Daily Inspection Sheet (SAMPLE)
9. a. and b. Preventive Maintenance Checklist (SAMPLE)
10. a. Lubrication and Inspection Report (SAMPLE)
b. Repair Report
11. a. DMV Form 345
b. V C Section 9107 Weight Fee Exemptions
c. Revenue and Taxation Code Section 10789 Exemptions
12. Request for Reimbursement Procedures and Invoice Supporting Documents

FTA Section 5310 Grant Process



Pre FTA Award

Post FTA Award

①

STANDARD AGREEMENT

DOT-213 (REV 06/2009)

AGREEMENT NUMBER

AMENDMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work page(s)

Exhibit B - Budget Detail and Payment Provisions page(s)

Exhibit C - General Terms and Conditions page(s)

Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement) page(s)

Exhibit E - Additional Provisions Yes No page(s)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

CONTRACTOR

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

*California Department of
Transportation use only*

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE)	
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER
		STATUTE
		FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE)		

I hereby certify upon my own personal knowledge that budgeted funds available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED

EXHIBIT A

SECTION 5310

SCOPE OF WORK

1. The CONTRACTOR shall use the PROJECT equipment at all times exclusively and in conformity with the following project description for as long as the equipment is needed for the PROJECT. Vehicles may not be transferred out of this geographic area, even if within same agency, without prior written approval from STATE.
2. The CONTRACTOR shall provide transportation service primarily to elderly persons and persons with disabilities, including their incidental baggage, and to persons accompanying the elderly persons or persons with disabilities.
3. If any PROJECT equipment, designated under Exhibit A, Paragraph 5 of this contract is to replace existing equipment, the equipment being replaced shall be withdrawn from the existing PROJECT inventory and placed in backup service upon delivery and acceptance of the new PROJECT equipment.
4. The CONTRACTOR'S scope of work is described as follows:
 - A. At a minimum, transportation service shall be provided between XXAM to XX PM, DAY through DAY (or at a minimum of 20 hours per week) for each vehicle.
 - B. The CONTRACTOR'S geographic area that will be served by the transportation program is as follows:
 [Insert project specific service area per application]
5. The new PROJECT for equipment or new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2)) as well as California Vehicle Code Section 100-680, and estimated cost, is as follows:

ITEM	QUANTITY	*AWARD	TOTAL AMOUNT
(for vehicles be sure to add R or SE)			

Grant Award-Total Cost of PROJECT Equipment: \$ _____

Federal Share: 88.53% \$
 Toll Credit: 11.47% \$

*Maximum grant amount as determined by awarded project costs.
 [Use the following table if there is additional local match; delete entire table if none.]
 Additional Local Share Tabulation

Equipment	Quantity	Unit Cost	Federal share Project total	Local share Project total
			Additional Local Share	
			Additional Local Share	
			Subtotal Additional Local Share	
			Total Adjusted Local Share	\$
			Revised Project Total	\$



EXHIBIT A

6. The following vehicles will be removed from active service and placed into backup service, or sold.
- | VIN | Model Year | Make | Back Up | Sold |
|--------------------|------------|------|---------|------|
| [indicate if none] | | | | |

7. **Transfer of Used Vehicle/Equipment**

- A. The STATE will evaluate potential transfer need for vehicle/equipment. The CONTRACTOR will submit an abbreviated Application containing the following information.
- Project Description and Justification for Funding Request (Replacement or Expansion);
 - Proposed Service and Operating Plan (including map of service area);
 - Existing Transportation Services (current fleet);
 - Proposed Transportation Services; and
 - Signed Certifications and Assurances
- B. The CONTRACTOR's abbreviated Application as attached, is incorporated, herein, and is made part of this Agreement. In the event the CONTRACTOR's abbreviated Application is in conflict with any terms or conditions of this Agreement, this Agreement shall supersede the CONTRACTOR's abbreviated Application.
- C. The CONTRACTOR agrees to perform the PROJECT to provide transportation services primarily to elderly persons and persons with disabilities, including their incidental baggage, and to persons accompanying the elderly persons or persons with disabilities in accordance with the terms and conditions of this Agreement and the CONTRACTOR's abbreviated Application for Federal assistance which is on file with the Mass Transportation Program and is now expressly incorporated into this Agreement.
- D. The CONTRACTOR shall use the PROJECT equipment at all times exclusively and in conformity with the project description for as long as the equipment is needed for the PROJECT. Vehicles may not be transferred without prior written approval from STATE.

8. The PROJECT representatives during the term of this Agreement will be:

State Agency: Department of Transportation	CONTRACTOR:
Name: Helen Louie	Name:
Title: Chief, Elderly and Disabled Specialized Transit	Title:
Phone: (916) 654-6990	Phone:
Fax: (916) 654-9366	Fax:

Direct all inquiries to:

State Agency: Department of Transportation	CONTRACTOR:
Section/Unit: Division of Mass Transportation	Section/Unit:
Attention:	Attention:
Address: P.O. Box 942874	Address:
Sacramento, CA 94274-0001	
Phone:	Phone:
Fax: (916) 654-9366	Fax:



EXHIBIT B**SECTION 5310****BUDGET DETAIL AND PAYMENT PROVISIONS**1. **Invoicing and Payment**

- A. **Local Share**. The CONTRACTOR agrees that it will deposit funds with Bank of America in the amount specified within 90 days after signing Agreement (minus the amount required for locally procured other equipment). In accordance with FTA C 9070.1F, the local share may be derived from Federal programs that are eligible to be expended for transportation, other than DOT programs, or from Department of Transportation (DOT) Federal Lands Highway Program. The CONTRACTOR will be responsible for 100% of all costs which exceed the approved grant amount. In no event shall the STATE be obligated to contribute STATE funds toward the cost of the PROJECT. Deposit instructions shall be provided to the CONTRACTOR by the STATE.
- B. **Local Match Deposit**. PROJECT equipment will not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR'S local match has been verified by the STATE. Local Match deposit shall be deposited within 90 days of Agreement execution.
- C. **Billing and Payment for Vehicle Procurement**. Maximum vehicle funding limits shall be set by the STATE and shall apply to non-profit and public agencies without prejudice. Purchase order requirements are further detailed in Exhibit D. The Federal Share for all vehicle procurements shall not exceed 88.53% of the grant amount identified.
1. **Non-Profit Agencies**. The STATE is required to order vehicles for non-profit agencies from a State approved Contract. The CONTRACTOR must deposit the local match in the designated Bank of America account before the vehicle is ordered. No further billing or payment is required of the CONTRACTOR. In the event a balance due is owed to the CONTRACTOR for any unused portion of the local match, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with Bank of America.
 2. **Public Agencies**. Payment for vehicles ordered by public agencies shall comply with the appropriate provision below:
 - a. Public agency CONTRACTORS that have a vehicle procured for them by the STATE will follow payment options identified in Exhibit B above.
 - b. Public agency CONTRACTORS, that purchase vehicles themselves from a State approved Contract, shall purchase vehicle in full from the vendor. Purchase order reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle delivery is accepted by the STATE.
 - c. Public agency CONTRACTORS, that complete their own procurement not from the State Contract, shall purchase vehicle in full from the vendor. Purchase order reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle delivery is accepted by the STATE.
 - d. Upon review and approval by the STATE, STATE agrees to reimburse the Public Agency CONTRACTOR for allowable costs not to exceed 88.53% of the approved grant amount upon receipt of a complete and correct invoice package including proof of payment which includes a preaward and post delivery audit, and otherwise meets the requirements of this Standard Agreement. Incomplete or disputed invoices shall be returned to Public Agency Contractor, unpaid, for correction.



EXHIBIT B

3. Procurement options are identified in Exhibit D.
- D. Billing and Payment for Other Equipment. Funds allocated for use on this PROJECT identified as Other Equipment are payable to the CONTRACTOR in arrears on a reimbursement basis. The CONTRACTOR shall submit its request(s) for payment to the STATE upon completion of procurement process detailed in Exhibit D.. The request(s) for payment shall certify that the CONTRACTOR has received and accepted the equipment and shall be submitted together with copies of the vendor's original invoice and the CONTRACTOR'S purchase order including proof of payment. The CONTRACTOR'S invoice and the vendor's paid invoice shall be consistent with the purchase order and include a breakdown of unit costs, sales tax, registration fees, any items not payable under this PROJECT, and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons", which are exempt from sales tax under Revenue and Taxation Code § 6369.4
- E. Upon review and approval by the STATE, the STATE agrees to reimburse the CONTRACTOR for allowable costs as defined in 2 CFR Part 225 and 49 CFR, Part 18 upon receipt of an invoice that is itemized per the Bid Approval Letter, and otherwise meets the requirements of this Standard Agreement. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- F. The obligations of the STATE to CONTRACTOR under the terms of this contract shall terminate upon payment of CONTRACTOR'S invoices for the PROJECT equipment. All invoices shall be submitted for payment within 90 days of equipment acquisition. The obligations of the Contractor under this Agreement shall remain in effect until all PROJECT equipment has been disposed of under the terms of this Agreement.
- G. The net PROJECT cost and allowability of individual items of PROJECT cost shall be determined in conformance with CFR 48, Federal Acquisition Regulations System, Chapter 1, Part 31, 2 CFR Part 230 (OMB Circular A-122), "Cost Principles for Non-profit Organizations," and other applicable regulations, circulars, or memorandums that may be issued by Federal Transportation Administration (FTA).
- H. Requests for PROJECT reimbursements shall be submitted no later than May 1, 2014.
2. Budget Contingency Clause
- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an Agreement amendment to CONTRACTOR to reflect the reduced amount.
3. Prompt Payment Clause.
- A. In the event the contractor is a certified small business or similar entity, but not a public agency, the STATE shall make payment within 45 days in accordance with Government Code Chapter 4.5 Section 927.



EXHIBIT B

- B. The CONTRACTOR shall pay any third-party contractor not later than 10-days of receipt of each progress payment unless a longer period is agreed to in writing, as cited in the California Business and Professions Code, Section 7108.5.
- C. Should the CONTRACTOR choose to include retainers in third-party contracts, the CONTRACTOR must adhere to the requirements of Section 7108.5 as cited above. The CONTRACTOR must ensure prompt and full payment of retainage to third-party contractors no later than 30 days after the third-party contractor's work is satisfactorily completed, as cited in 49 CFR Part 26.29.

4. Project Payment Closeout Clause

- A. CONTRACTOR agrees that once PROJECT payment is complete, any outstanding balance will revert to the STATE for distribution or reallocation to the FTA Section 5310 Program.
- B. Upon successful completion of the PROJECT or upon termination by STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.



EXHIBIT C

GENERAL TERMS AND CONDITIONS FOR ALL FEDERAL GRANT PROGRAM

1. **Subrecipient.** For the purpose of this Agreement, the CONTRACTOR is the subrecipient as referenced in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (pub.L.109-059). As a grant subrecipient of FTA funds the CONTRACTOR agrees to comply with the Federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA including but limited to the USDOT FTA Master Agreement (15), October 1, 2008 and FTA C 9070.1F, Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions, or FTA C 9040.1F, Nonurbanized Area Formula Program Guidance and Grant Application Instructions, or FTA C 9045.1, New Freedom Program Guidance and Application Instructions, or FTA C 9050.1, The Job Access and Reverse Commute (JARC) Program Guidance and Application Instructions.
2. **Approval.**
 - A. Except as provided herein this Agreement is of no force or effect until signed by both parties and approved by the STATE.
 - B. The STATE reserves the right to sign and approve the Agreement provided however, the commencement of work should not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year. The CONTRACTOR may not commence performance until federal authorization has been obtained.
 - C. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after the determination was made.
 - D. This Agreement is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
 - E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
 - F. **State Law.** This Agreement shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. In the event that any provision of this Agreement requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining Agreement provisions shall not be affected. The unenforceable provisions(s) shall be renegotiated by the CONTRACTOR and STATE for mutually agreed appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.
 - G. No issuance of a Standard Agreement or amendments will be provided until proof of the project has been programmed and is in an approved FSTIP.



EXHIBIT C

3. **Enforcement/Remedies for Non-Compliance.** If a CONTRACTOR materially fails to comply with any term of this Agreement, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
- A. Disallow or temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
 - C. Withhold future awards to the CONTRACTOR for the program.
 - D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
 - E. Take other remedies that may be legally available.
4. **Timeliness.** Time is of the essence in this agreement and shall be signed and returned by the CONTRACTOR within 90 calendar days after mailing. In the event this agreement is not signed and returned within 90 days of mailing, the PROJECT identified in Exhibit A of this AGREEMENT from FTA's grant award may at the discretion of the STATE be withdrawn and cancelled.
5. **Amendment.** No amendment or alteration of the terms of this Agreement shall be valid unless submitted in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. Amendments shall be signed and returned by the CONTRACTOR within 90 calendar days after mailing. In the event this amendment is not signed within 90 days of mailing, the PROJECT identified in Exhibit A of this AGREEMENT from FTA's grant award may at the discretion of the STATE be withdrawn and cancelled.
6. **Assignment.** This Agreement is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
7. **Independent Contractor.** The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
8. **Antitrust Claims.** The CONTRACTOR by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the Government Codes Sections set out below.
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the STATE or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.



EXHIBIT C

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
9. Child Support Compliance Act. "For any Agreement in excess of \$100,000, the CONTRACTOR acknowledges in accordance with Public Contract Code 7110, that:
- A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
10. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
11. Priority Hiring Considerations: If this Agreement includes services in excess of \$200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
12. State Management Plan. The STATE is designated by the Governor to administer the FTA Section 5310, 5311, 5316 and 5317 programs in California. The implementation and administration of the FTA programs are outlined in the each program's State Management Plan and is available at the Department of Transportation, Division of Mass Transportation website at, <http://www.dot.ca.gov/hq/MassTrans/>.
13. Annual Certification and Assurances. As requested by the STATE, the CONTRACTOR must complete and submit to the STATE the annual FTA Certifications and Assurances for Federal Transit Administration Assistance Programs, Certifications and Assurances Checklist and Signature Page to be provided by STATE.
14. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.

EXHIBIT C

15. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000). Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.
16. U.S. Flag Requirements.
- A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
 - B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States Flag Air Carriers," and 41 CFR Sections 301-10.131 through 301-10.143.
 - C. Project Travel. In accordance with 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.
17. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices and vouchers.
18. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.
19. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.
20. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of OMB Circular A-133, or any revision or supplement thereto. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of OMB Circular A-133 is an allowable charge to this PROJECT, to the extent provided by OMB Circular A-133.
21. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this Agreement and all subrecipient contracts.
22. Examination of Records. STATE'S Audits Office, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Agreement for audits, examinations,



EXHIBIT C

excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.

23. Examination of Accounting. The CONTRACTOR'S accounting system and billing procedures are subject to audit by STATE prior to contract award, and accounting records pertaining to work performed and costs billed to STATE are subject to audit for a period of three (3) years after date of final payment under this Agreement. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers records that are sufficient to permit audit verification of the validity of cost charged to STATE, the CONTRACTOR will be liable for reimbursement to STATE of all unsubstantiated billings.
24. Reporting Forms. The CONTRACTOR shall furnish STATE with any additional reports or data that may be required by FTA or other federal agencies. Such reports and/or data will be submitted on forms provided by STATE.
25. Debarment and Suspension. The CONTRACTOR agrees as follows:
- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
 - B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement or Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
 - C. Before entering into any sub-agreements with any subrecipient, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that subrecipient and its "principals," as defined at 49 CFR Part 29.
 - D. Before entering into any third-party contract exceeding \$25,000, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any third-party sub-contract of any amount (at any tier) to a debarred or suspended sub-contractor, and to obtain a similar certification from any third-party subcontractor (at any tier) seeking a contract exceeding \$25,000.
26. Compliance with Federal Statutes. During the performance of this Agreement, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under the Federal Transit Act, including, but not limited to the following:
- A. Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No.



EXHIBIT C

11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. Solicitations for Subcontracts Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the FTA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. In accordance with 49 CFR Part 21 and as described in FTA Circular 4702.1, and the California Department of Transportation Title VI Program Plan, and upon request from the STATE, the CONTRACTOR shall comply with the following reporting requirements. The CONTRACTOR is also responsible for ensuring compliance of each third-party contractor at any tier of the PROJECT.
1. Provide an Annual Title VI Certification and Assurance.
 2. Establish and maintain Title VI complaint procedures.
 3. Record Title VI investigations, complaints, and lawsuits.
 4. Provide meaningful access to Limited English Proficient Persons.
 5. Notify beneficiaries of protection under Title VI.



EXHIBIT C

6. Provide additional information upon request.
 7. Prepare and submit a Title VI Program.
 8. Guidance on conducting an Analysis of Construction PROJECT'S.
 9. Guidance on promoting Inclusive Public Participation.
- F. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or
 2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- G. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
27. Disadvantaged Business Enterprise. The CONTRACTOR agrees to:
- A. Comply with U.S. DOT regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs", 49 CFR Part 26 and will cooperate with STATE with regard to maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum opportunity to compete for sub contractual work under this Agreement.
 - B. Complete and submit to STATE a DBE Implementation Agreement with the DOT-213 Standard Agreement. STATE shall provide the Implementation Agreement to the CONTRACTOR prior to vehicle ordering.
 - C. Report twice annually on DBE participation in their contracting opportunities; their award/commitments and actual payments.
 - D. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under 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 of 1986 (31 U.S.C, 3801 et seq.).



EXHIBIT C

- E. The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
28. Section 504 and Americans with Disabilities Act Program Requirements. The CONTRACTOR will comply with 49 C.F.R. Parts 27, 37 and 38, implementing the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.
29. Warranty for Application to the Small Urban and Rural Program. The CONTRACTOR accepts the terms and conditions of the "Special Section 13(c) Warranty for Application to the Small Urban and Rural Program," as executed by the Secretary of Labor and the Secretary of Transportation on May 31, 1979, and those terms and conditions are incorporated by reference into this Agreement.
30. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 U.S.C. § 303.
31. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. §§ 6321 *et seq.*
32. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for these funds obtained as a consequence of this Agreement.
33. Conflict of Interest.
- A. In accordance with 41 U.S.C. § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
- B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR officials and employees shall also avoid actions resulting in or creating an appearance of:
1. Using an official position for private gain;
 2. Giving preferential treatment to any particular person;



EXHIBIT C

3. Losing independence or impartiality;
 4. Affecting adversely the confidence of the public or local officials in the integrity of the program.
- E. Former STATE employees will not be awarded a contract for 2 years from the date of separation if that employee had any part of the decision making process relevant to the agreement, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period to his or her separation from State service.
- F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractor, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to STATE of such interest, the STATE, may waive the conflict of interest; provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.
- G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:
- "No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof."
- H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

34. Lobbying.

- A. The CONTRACTOR agrees that it will not use Federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. DOT Regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, if the CONTRACTOR'S PROJECT exceeds \$100,000, FTA will not make any Federal assistance available to the CONTRACTOR until FTA has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, cooperative agreement or any other Federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress,



EXHIBIT C

in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.

- C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of facts upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

35. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to that underlying contract or the FTA assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

36. Contracts Involving Federal Privacy Act Requirements. The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.



EXHIBIT C

- B. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
37. Drug-Free Workplace. The CONTRACTOR certifies by signing this Agreement that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government code Section 8355, et seq. The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor any tier, each affected subrecipient at any tier, and their employees with 49 U.S.C. Section 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.
38. Charter Service Operations. The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this agreement, and any violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
39. School Bus Operations. Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR part 605 will apply to any school transportation it provides, that the definitions of 49 CFR part 605 apply to any school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
40. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 U.S.C. Section 5312(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.
41. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 et seq. and Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1,2,3, and 4.
42. Additional Termination Clauses.
- A. Termination for Convenience. When it is in the STATE'S best interest, the STATE reserves the right to terminate this Agreement, in whole or in part, at any time by providing a ten (10) day written notice



EXHIBIT C

to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.

- B. Termination for Default. The STATE may terminate this Agreement upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this Agreement, has not billed for operating assistance funds within twelve (12) months of execution of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this Agreement. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy to STATE's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement the STATE shall have the right to terminate the Agreement without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude the STATE from also pursuing all available remedies against the CONTRACTOR.
- C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the STATE, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.
- D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
43. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the authorized STATE Representative for this Agreement or designee a written demand for a decision regarding the disposition of any dispute arising under this Agreement. The STATE Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE Representative's determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. [If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE Representative shall become the final decision of the STATE.] The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.
44. Procurement. For all procurements of property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 U.S.C. Section 5325(a), applicable third-party procurement requirements of 49 U.S.C. chapter 53 and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid package, including equipment and material specifications or a scope of work. In accordance with applicable U.S. DOT third-party procurement regulations at 49 C.F.R. § 18.36 and the provisions of FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, and any later revision thereto, the CONTRACTOR agrees that it may not



EXHIBIT C

use FTA assistance to support its procurements unless there is satisfactory compliance with Federal laws and regulations including but not limited to the following:

- A. To state clearly that the final contract award to any bidder requires prior written approval by the STATE and that bids are consistent with the PROJECT equipment description identified in Exhibit A, Scope of Work.
- B. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 U.S.C. Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
- C. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 U.S.C. § 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
- D. To comply with the requirements of 49 U.S.C. § 5323 (c) and FTA regulations, "Bus Testing", 49 C.F.R. Part 665, and any revision thereto.
- E. To comply with the requirements of 49 U.S.C. § 5323(l) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any revision thereto.
- F. To comply with the requirements of 49 U.S.C. § 5325(b) to award a third-party contract using a competitive procurement process.
- G. In accordance with 49 U.S.C. § 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
- H. To comply with 49 U.S.C. § 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
- I. To comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre- Award and Post-Delivery Audits of Rolling Stock Purchases, " 49 CFR Part 663, and any revision thereto.
- J. To award a third-party contract using a competitive procurement process in compliance with the requirements of 49 U.S.C. Section 5325.
- K. To comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
- L. To require each bidder to certify that it has complied with 49 CFR 26, which requires each transit vehicle manufacturer to establish annual goals for the participation of disadvantaged business enterprise and to submit those goals to FTA for approval.



EXHIBIT C

- M. To comply with 49 U.S.C. Section 5323(j), FTA's Buy America regulations at 49 CFR Part 661 and any amendments thereto, and any implementing guidance issued by FTA, with respect to each third-party contract.
- N. To meet applicable regulations of 49 CFR Part 663 in the purchase of revenue rolling stock.
- O. In subcontracts exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et. seq. and Clean Water Act, as amended, 33 U.S.C. Section 1251 et. seq. Agrees to report and require each third-party contractor or subcontractor at any tier to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.
- P. To comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.
- Q. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation, plan issued in compliance with the Energy Policy and Conservation Act.
- R. To the extent applicable, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit PROJECTs," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.
- S. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
- T. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR'S failure to comply with all mandates shall constitute a material breach of this Agreement.
- U. CONTRACTOR must comply with applicable cost principles circulars, current in Title 2 of the Code of Federal Regulations, in determining whether project costs are allowable or unallowable. Title 2 CFR Part 225, previously OMB Circular A-87, establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with State and local governments and federally recognized Indian tribal governments. 2 CFR Part 230 previously OMB Circular A-122, establishes cost principles for nonprofits. Where applicable, CONTRACTOR must comply with cost principles of FAR 31.2.
- V. CONTRACTOR must have written protest procedures covering the pre-bid/pre-proposal, post proposal, and post award processes, and shall in all instances disclose to all bidders the CONTRACTOR's protest and the STATE's appeal procedures. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the



EXHIBIT C

CONTRACTOR before pursuing an appeal with the STATE. Reviews of protests by the STATE will be limited to:

- a. CONTRACTOR's failure to have or follow its own protest procedures, or its failure to review a complaint or protest
- b. Violations of the Federal or State law or regulation.

An appeal to the STATE must be received or postmarked ten (10) calendar days (includes mailing time) from the date of the protest decision (See Exhibit A, 2 for contact person and his/her address).

45. Bid Proposal and Contract Award. All bid solicitation documents, proposed vendor selection and request for non-competitive bid must be reviewed and approved by the STATE prior to the award of the contract. No award shall be made without the written approval from the STATE. The CONTRACTOR (or procurement agent acting on its behalf) shall prepare the bid documents, solicit and receive competitive bids or proposals, shall evaluate the bids or proposals received, and shall select the lowest price compliant bid for award.

A. The CONTRACTOR (or procurement agency acting on its behalf) shall forward to the STATE, at least thirty (30) days prior to the release of the bid solicitation, a copy of the bid solicitation document proposed contract, and bidders list.

B. Prior to contract award, the CONTRACTOR (or procurement agency acting on its behalf) shall forward to STATE a list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals of all those whose prices are lower than the selected vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, this shall include a statement by the CONTRACTOR that the price is fair and reasonable and the basis for that determination (FTA Circular C 4220.1F "Third-party Contracting Guidance").

46. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (15) dated October, 2008) between the STATE and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement. In the event any portion, term, condition or provision of this Agreement should be deemed illegal or in conflict with the laws of the State of California or with Federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.

47. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.

48. Disposition of Equipment. The disposition of all PROJECT equipment shall be made in accordance with the requirements of 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and FTA C 9070.1F (Section 5310) and 49 U.S.C. § 5310. Whenever any PROJECT equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. Should the PROJECT be terminated, all property procured under this agreement becomes property of the STATE and may be transferred to other eligible contractors at the sole discretion of the STATE. At the option of the STATE, the CONTRACTOR shall do one of the following:

A. Written Notice of Termination. The STATE may terminate this contract upon finding that the

Rev. 04/24/12



EXHIBIT C

CONTRACTOR is not operating the PROJECT equipment in accordance with the project description in Exhibit A, Scope of Work, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR'S corrective measures are adequate. If CONTRACTOR fails to remedy to STATE'S satisfaction the breach or default or any of the terms, covenants, or conditions of this contract the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude the STATE from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. Once a contract has been terminated within the provisions of this section, the STATE reserves the right to seize vehicles or equipment procured under this agreement.

- B. Remit to the STATE the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition, if any, of PROJECT equipment which shall be based on the percentage of the FTA grant funds paid by CONTRACTOR under this agreement. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use; and
- C. Return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others.

49. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from STATE.

50. Insurance.

- A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
- B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) days notice to the CONTRACTOR.
- C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- D. The STATE, its officers, employees, and agents shall be named as additional insured.
- E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
- F. The STATE will not be responsible for any premiums or assessments on the policy.



EXHIBIT C

- G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
- H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of insurance has not been provided, the STATE shall have the right immediately to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
- I. The CONTRACTOR shall provide the STATE at least thirty (30) days notice of cancellation or material change of the vehicle insurance policy.
- J. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
1. **Property Damage:** The CONTRACTOR shall place property damage, whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) for property damage liability combined in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 2. **Bodily Injury:** The CONTRACTOR shall place bodily injury in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) per occurrence for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
 3. **Vehicle Physical Damage:** The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- K. Non-Profit Agencies: The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
1. **Property Damage:** The CONTRACTOR shall place property damage, whether the property of one or more claimants, in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit) for property damage liability combined in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 2. **Bodily Injury:** The CONTRACTOR shall place bodily injury in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) per occurrence for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.

EXHIBIT C

- c. **Vehicle Physical Damage:** The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
51. **Excise Tax.** The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.
52. **Potential Subcontractors**
- A. **No Relationship Between STATE and Third-Party Contractor.** Nothing contained in this Agreement or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the STATE'S obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- B. **Third-Party Contracts and Subagreements Affected.** To the extent applicable, Federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA.
- C. **No Federal Government Obligations to Third Parties.** The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- D. **Obligations on Behalf of the STATE.** The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the STATE.
- E. **STATE Approval of All Third-Party Contracts.** The STATE shall approve in writing all proposed third-party contract agreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Agreement prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.
53. **Narrowband Migration Deadline.** The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz



EXHIBIT C

and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.

54. Indemnification. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this Agreement. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under this Agreement., employees, representatives, and agents.



EXHIBIT D

SECTION 5310**Additional Provisions**

1. Agreement Discrepancy. Should there be a discrepancy between the State Management Plan and this Agreement, the Agreement shall govern.
2. Independent Performance. The CONTRACTOR, and the agents and employees of CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. Procurement Standards
 - A. The local procurement of all PROJECT equipment shall be conducted in accordance with the procurement standards set forth in the Federal Office of Management and Budget (OMB) Circular A-102, 49 C.F.R. Part 18 "Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments" and OMB Circular A-122, 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-profit Organizations." The STATE will act as the procurement agent for all vehicles for non-profit Agencies.
 - B. FTA Circular C 4220.1F "FTA Third-Party Contracting Guidelines", FTA C 9070.1F (Section 5310), 49 U.S.C. § 5310, 49 C.F.R. Part 663 "Pre-Award and Post Delivery Audits of Rolling Stock" and the State's Contract Vehicle Manual. The CONTRACTOR shall conduct the procurement or, with the approval of the STATE, designate another Section 5310 recipient or a government agency to conduct the procurement on its behalf.
4. Pre-Award Authority. The STATE shall not authorize the procurement of vehicles or equipment under this Agreement until such time that the Federal Transit Administration has notified the STATE that the Program of Projects has been fully funded and is available to the STATE for disbursement.
5. Vehicle Procurement Options. All vehicle procurements shall comply with one of the following conditions depending on agency type and option selected:
 - A. Non-Profit Agencies. The STATE is required to order vehicles for non-profit agencies from a State approved Contract.
 - B. Public Agencies. Public agencies have three (3) vehicle procurement options.
 1. STATE purchases vehicles for CONTRACTOR from a State approved Contract.
 2. CONTRACTOR purchases vehicles directly from a State approved Contract. CONTRACTOR shall purchase vehicle in full from the vendor with prior STATE approval.
 3. CONTRACTOR purchases vehicles through its' own procurement procedures. Public agencies who choose to procure vehicles through its' own process must receive prior STATE authorization.
 - C. Payment Provisions are detailed in Exhibit B.
6. Purchase Orders for Vehicles. All vehicle procurements shall:
 - A. Be consistent with the approved bid award listed in Exhibit A, Scope of Work.



EXHIBIT D

- B. Be consistent with Billing and Payment instructions listed in Exhibit B, Budget Detail and Payment Provisions.
 - C. Designate through the vender with Department of Motor Vehicles, Caltrans, Division of Mass Transportation, as the lien holder on the Certificate of Title and the CONTRACTOR as the registered owner.
7. Bid Proposal Approval for Other Equipment. No award shall be made without written approval from the STATE prior to purchase. The CONTRACTOR shall submit the following documents for approval to the STATE in advance of the proposed award:
- A. Solicitation document detailing the specifications of the PROJECT for purchase.
 - B. At least three (3) competitive like-kind bids using the same specifications indicated in Part A above.
 - C. A listing of all bids, proposals, or price quotations which includes an analysis of all bids received detailing comparison information.
 - D. Disadvantaged Business Enterprise (DBE) Awards/Commitments Form.
 - E. An explanation of the basis for selecting the proposed vendors and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, the CONTRACTOR shall include a statement certifying that the price is fair and reasonable and the justification for the single-bid determination (FTA Circular C 4220.1F "FTA Third-Party Contracting Guidelines").
8. Purchase of Other Equipment. After receiving written approval from the STATE, CONTRACTOR shall purchase approved PROJECT equipment within three months of Agreement execution or be subject to contract termination provisions described in Exhibit C Part 47. Upon receiving documentation outlined in, Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS of this Standard Agreement, and the Disadvantaged Business Enterprise (DBE) Actual Payment Form, the STATE will reimburse the Federal Share.
9. Evidence of Insurance. The CONTRACTOR shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California. Evidence of insurance shall also be provided to the STATE annually and prior to the expiration date of the certificate. At any time that such evidence of insurance has not been provided, the STATE shall have the right immediately to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
10. Equipment Ownership and Relinquishment. At all times while the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and STATE shall be the legal owner or lienholder. The CONTRACTOR shall not transfer ownership of the PROJECT equipment at any time while this contract is in effect. As the lienholder, the STATE may take possession of the PROJECT equipment, as a result of the CONTRACTOR'S non-compliance with contract terms or by mutual Agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of the PROJECT equipment is released by the STATE to the CONTRACTOR or other appropriate party as outlined in Exhibit C of this Agreement.
11. Semi-Annual Milestone Reporting. The CONTRACTOR shall submit a Semi-Annual Milestone Report of its use of PROJECT equipment within thirty (30) calendar days after the close of each



EXHIBIT D

federal reporting period. The federal reporting periods are: 1) October 1 – March 31; 2) April 1 – September 30.. (Semi-Annual Milestone Reports are due no later than April 30, and October 30 of each calendar year.) The report shall contain information requested by the STATE to indicate the extent to which the CONTRACTOR is carrying out the PROJECT in accordance with the terms of this contract. Failure to meet these requirements shall be considered grounds for PROJECT Termination as described in Exhibit C of this Agreement.

12. Loss or Damage to PROJECT Equipment. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT equipment.
13. Disadvantaged Business Enterprise. CONTRACTOR shall report their DBE participation in their Other Equipment procurement opportunities using the STATE'S DBE Award/Commitments and Actual Payments forms to be provided by the STATE at the time of initial equipment bidding. Additional DBE requirements are provided at Exhibit C.
14. Useful Life.
The following Useful Life standards shall determine when PROJECT equipment will no longer be subject to monitoring and reporting requirements once the agency notifies Caltrans in writing if the vehicle will be retained or sold. These criteria are subject to review by the 5310 Branch Chief if either factor is less than the value shown herein.

Minivans	100,000 miles or 4 years
Bus Type I, IA, IB, II, III	150,000 miles or 5 years
Bus Type VII	200,000 miles or 7 years
Bus Type VIII	350,000 miles or 10 years
Hardware/Software	3 years

While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into active service, not the actual model year of the vehicle.

Fair market value shall be based on the value of the vehicle as determined by a current competent appraisal.

Per FTA Circular 5010.1D, page IV-25, when Useful Life Standards are met the STATE shall remain the lien holder for vehicles until one of the conditions below are met:

A. Equipment with Fair Market Value Greater Than or Equal to \$5,000:

If the vehicle has met the Useful Life criteria, the CONTRACTOR will remain the registered owner and Caltrans will remain the lien holder. Should the CONTRACTOR choose to sell the vehicle, Caltrans must be notified in advance of the pending sale and provide in writing the terms of the sale and the intended use of the sale revenue. All sale revenue must be retained in the CONTRACTOR'S transportation program. Supporting documentation on the use of sale revenue must be provided to STATE upon request.

B. Equipment with Fair Market Value Less Than \$5,000:

Once the vehicle has met the Useful Life standards, full title will be released to the CONTRACTOR. All sale revenue must be retained in the CONTRACTOR'S transportation



EXHIBIT D

program. Supporting documentation on the use of sale revenue must be provided to STATE upon request.



Agency Name:	PAGE 2	DBA Name :	
<p>3. PERFORMANCE MEASURES: FTA C9070.1F Chapter II - Under the Government Performance Results Act (GPRA), FTA is required by law to "establish performance goals to define the level of performance" and to "establish performance indicators to be used in measuring relevant outputs, service levels and outcomes for each of its programs."</p>			
<p>A. ONE-WAY PASSENGER TRIPS: Enter actual or estimated number of one-way passenger trips, using 5310 vehicles currently under contract, by the following categories: individuals with disabilities, the elderly, wheelchair lift users and the general public. A one-way passenger trip is defined as each time a person steps on a 5310 vehicle. NOTE: Use TOTAL one-way passenger trips FOR THE BI-ANNUAL REPORT NOT daily averages)</p>			
<p><i>One-way passenger trips for individuals with disabilities are counted in category 1) below, and trips for persons who are elderly are counted in category 2) below, UNLESS the disabled or elderly passenger uses the wheelchair lift. If the passenger uses the wheelchair lift, count ONLY ONCE in 3) below.</i></p>			
<p><i>A disabled AND elderly passenger who does not use the wheelchair lift, should be counted ONLY ONCE in either category 1) or category 2) as agency deems appropriate. If passenger is both disabled AND elderly and uses the wheelchair lift, count ONLY once in category 3).</i></p>			
<p><i>If passenger trips are provided for the general public (i.e. attendants who accompany disabled or elderly passengers or other incidental services), count in category 4) below.</i></p>			
1) Actual total one-way passenger trips provided for individuals with disabilities			
2) Actual total one-way passenger trips provided for elderly individuals (age 65 and older)			
3) Actual total one-way passenger trips for wheelchair lift users			
4) Actual total one-way passenger trips for incidental service users (incidental services - see 3B below)			
TOTAL ONE-WAY PASSENGER TRIPS FOR THE 1ST OR 2ND HALF (NOT daily averages - should match total of Column J on page 1)		0	
		Yes	No
<p>B. INCIDENTAL SERVICES: Are you providing any incidental service? Indicate Yes or No. Examples of incidental service are meal delivery to homebound people, or services to the general public on an incidental basis (allowed if these services do not interfere with transportation services for individuals with disabilities or the elderly).</p>			
<p>If incidental services were provided, provide explanation:</p>			
<p>C. ANNUAL PERFORMANCE MEASURES: (REPORT ANNUALLY - DUE WITH March - September REPORT)</p>			
		Enter total number below:	
1) Report the total number of your agency's disabled/elderly CLIENTS that are eligible to receive Section 5310 transportation services from October 1 of last year through September 30 of this year.			
2) Provide the names of all counties that were serviced by your Section 5310 funded vehicles (include all counties, even if only part of a county is serviced).		Enter the name of each county serviced below:	
		Enter total number	
3) Report the total number of one-way passenger trips for 5310 funded vehicles on which your agency currently reports for the entire Federal Fiscal Year (Oct. 1 of prior year through Sept. 30 of current year).			

FTA SECTION 5310 BI-ANNUAL REPORT
CERTIFICATION OF USE AND CONDITION OF EQUIPMENT

Agency Name:	PAGE 3	DBA Name :
<p>4. CHANGE IN OPERATION AND/OR LOCATION OF SECTION 5310 VEHICLES/EQUIPMENT NOTE: It is the grantee's obligation to notify Caltrans immediately whenever Section 5310 vehicles and/or equipment are no longer used as described in the grantee's Standard Agreement and/or original application. No vehicle or equipment may be used outside the service area described in the original application without prior written authorization from Caltrans.</p>		
Have there been any changes in use or location of Section 5310 vehicles or equipment (e.g. changes in days and/or hours of service, routes, geographic areas, client groups served or physical location of vehicle/equipment)? Indicate Yes or No.	Yes Provide explanation below	No
If there have been changes, provide explanation:		
<p>5. OUT OF SERVICE Note: Notify Caltrans IMMEDIATELY in the event a Section 5310-funded vehicle is out of service for more than three working days due to loss, damage (e.g. accident, fire, theft, vandalism) or repairs. Caltrans Program 5310 Hotline: 1-888-472-6816.</p>		
Has your vehicle(s) been out of service or do you estimate that the vehicle(s) will be out of service for more than three working days?	Yes Provide information below	No
If Yes, respond to the following:		
1) How many working days is/was the vehicle(s) out of service?		
2) Has the vehicle(s) met the 20 service hours per week minimum for the quarter?		
3) On a separate sheet of paper, identify vehicle(s) by Vehicle Identification Number (VIN), license number, dates out of service, estimate or actual date put back into service, and reason taken out of service. Attach to the Semester Report. Provide a copy of the repair cost estimate, and any related insurance information.		
<p>6. CERTIFICATE OF LIABILITY INSURANCE NOTE: SUBMIT COPY TO CALTRANS ONCE EACH YEAR</p> <p>Per State Management Plan Insurance Requirements, submit to Caltrans, annually, a copy of the "Certificate of Liability Insurance" issued by your insurance carrier. The State, its officers, employees, and agents shall be named as additional insured, and the State designated as the Loss Payee for claims of damage to the insured vehicle(s). The certificate should identify each 5310 vehicle by VIN, and include coverage limits as required in the State Management Plan.</p>		
<p>7. ANNUAL CHP TERMINAL INSPECTION REPORT NOTE: Required for vehicles with a seating capacity of 11 or more (including driver).</p> <p>On an annual basis, submit a copy of the current CHP Terminal Inspection Report showing rating.</p> <p>By signing below, I certify that the vehicles and/or equipment identified in this report are used primarily to provide transportation services for persons with disabilities and the elderly, in accordance with the terms of the Section 5310 Standard Agreement(s) and the State Management Plan.</p>		
Agency Name:	DBA:	
Agency Representative authorized to sign on behalf of the Agency	Name (PLEASE PRINT BELOW)	Title (PLEASE PRINT BELOW)
		Signature (PLEASE SIGN BELOW):
Agency Representative who prepared Bi-Annual Report*	Name (PLEASE PRINT BELOW)	Phone No. (include area code):
		Email Address (ENTER BELOW):
*Person Caltrans may contact	Best time to reach contact person:	Fax Number for Agency:

The FTA Section 5310 Bi-Annual Report is required to be completed semi-annually ending March 31st and September 30th. An electronic version of this form can be downloaded from the Caltrans Division of Mass Transportation Homepage website:

<http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/5310/5310QtrlyRpt.doc>

The Bi-Annual report is formatted in an Excel Workbook containing four tabs. Tab One of the Bi-Annual report Excel Workbook includes the three-page Bi-Annual report. Tabs Two and Three provide additional space for reporting vehicles. Tab Four provides additional space for reporting equipment. If the Bi-Annual report is not completed on the computer, print the PDF copy of the Bi-Annual report online.

Reporting Periods: 1st Half : Oct. 1 – Mar 31; report due **April 1**, but not later than April 30.
2nd Half: April 1 – Sept 30; report due **Oct 1**, but not later than **Oct 15**.

Failure to submit Bi-Annual reports violates the terms and conditions of the grantee's agreement(s) with Caltrans and can lead to termination of the project(s) and relinquishment of vehicle(s) and/or equipment.

Submit the completed Bi-Annual report to your Section 5310 Caltrans contact by one of the following means:

1. Scanning and attaching to an email
2. Sending via U.S. Post, addressed to: Caltrans, Division of Mass Transportation – MS 39, P.O. Box 942874, Sacramento, CA 94274-0001
3. Faxing to the attention of your Section 5310 Caltrans contact (Fax number: (916) 654-9366)

For assistance please go to the bottom of our web page (<http://www.dot.ca.gov/hq/MassTrans/5310.html>, Federal Programs, Section 5310 : Special Transit) where there's a link to the Headquarters 5310 staff.

An electronic or original signature of your agency representative is required.

For additional assistance in completing the form, please call our toll free hotline at 1 (888) 472-6816.

PAGE ONE OF REPORT:

Agency Name and Address: Identify the name and address of your agency as recorded on your Standard Agreement with the State.

DBA Name: If the name you are using to do business is different from the name on the Standard Agreement, list the name your agency is using to doing business as (DBA).

Vehicle Physical Location Address: If the vehicle is located at an address that is different from your agency address or corporate address, provide the physical address of the vehicle(s).

1. **FTA Section 5310 Vehicles:** Include all Section 5310 funded vehicles **currently** under contract. Enter the following information in Columns A - K:
 - A. Description (year, make), e.g., "1998 Ford."
 - B. Last five digits of the VIN are required.
 - C. Vehicle license number.
 - D. **TOTAL** number of **days** the vehicle was used in the last Semi-Annual report.
 - E. Odometer reading at the end of the Bi-Annual reporting period.
 - F. **TOTAL** service miles **for Bi-Annual report**. (Round, do not use fractions.)

- G. **AVERAGE** service miles per day of use. If completing the form on your computer, the field will auto-calculate. If not completing the form on the computer, divide Column F by Column D to calculate the average service miles per day of use. (Round, do not use fractions.)
- H. **TOTAL** service hours for Bi-Annual report. (Round, do not use fractions.)
- I. **AVERAGE** service hours per day of use for the Bi-Annual report. If completing the form on your computer, the field will auto-populate. If not completing the form on the computer, divide Column H by Column D to calculate service hours per day of use. (Round, do not use fractions.)
- J. **TOTAL** One-way passenger (OWP) trips for Bi-Annual report. Enter the number of OWP trips for the 1st or 2nd half for each vehicle. **Note: each passenger boarding = one OWP trip**. If completing the form on your computer, the Total (at the bottom) of Column J will auto-populate. If not completing on the computer, sum the OWP trips for the Bi-Annual report for all Section 5310 vehicles and insert the total at the bottom of Column J. The total in Column J should match the *Total One-Way Passenger Trips for either the 1st half or 2nd half* on page 2, *Section 3A*. (Round, do not use fractions.)
- K. Enter maintenance costs for Bi-Annual report for each vehicle. Each agency should determine what costs are considered to be maintenance. Do not include any loss, damage, or major repairs in Column K.

If your agency reports information on numerous vehicles and you need additional space to report vehicles, use the Bi-Annual report Excel Worksheet Tabs 2 and 3. If not completing on a computer, print the PDF copy of the Bi-Annual report online. Tabs 2 & 3 are the fourth and fifth pages of the Bi-Annual report online PDF copy.

- 2. **FTA Section 5310 Equipment** (e.g., computers, base stations, on-board data terminal, mobile radios, etc.): List all equipment purchased with Section 5310 funds, both installed in vehicles and not located on the vehicles. Enter the following information in Columns L – O:

- L. Equipment type
- M. Description of equipment: make, model (e.g., "Power Macintosh 7300/200")
- N. Serial number of equipment
- O. Location of Equipment: If equipment is located on the vehicle, enter the vehicle license number. If not located on the vehicle, enter address where equipment is used.

If you need additional space to report equipment, use the Bi-Annual report Excel Worksheet Tab 4: Addt'l Equipment to list additional equipment information. If not completing on a computer, print the PDF copy of the Semi-Annual Report online. Tab 4 is the sixth page of the B-Annual Report online PDF copy.

PAGE TWO OF REPORT

- 3. **Performance Measures:**

A. One-Way Passenger Trips for the Bi-Annual report: Do not use daily averages. Record the actual number of one-way passenger (OWP) trips on Section 5310 funded vehicles currently under contract. Break out OWPs by the following categories: 1) individuals with disabilities; 2) elderly; 3) wheelchair lift users; or 4) incidental service users. **Count each one-way passenger trip in one category only**. For example, an elderly person boarding the vehicle in a wheelchair using the vehicle lift should be categorized as wheelchair lift user and counted only once in Category 3. Do not count any one passenger in more than one category. For clarification on incidental services, see "**3. B. Incidental Service**" below. **The total one-way passenger trips for the Bi-Annual report should match the total of Column J on page 1.**

B. Incidental Service: Include any transportation beyond service to individuals with disabilities and the elderly as identified in your application. Transportation services to elderly and disabled must be the agency's primary service on Section 5310 funded vehicles. Incidental service may be meal delivery to homebound people, or services to the general public on an incidental basis (allowed if these services do not interfere with transportation service to individuals with disabilities or the elderly). If incidental service was provided, include an explanation of the service.

C. Annual Performance Measures: This information is only submitted to Caltrans annually and due with the April 1 – September 30 Report.

- 1) Report the number of your agency's **disabled/elderly clients** that are eligible to receive Section 5310 transportation services from October 1 of the prior year until September 30th of the current year.
- 2) Provide the names of all counties that were serviced by your Section 5310 funded vehicles under contract (include all counties, even if only part of a county was serviced).
- 3) Report the total number of **one-way passenger trips** your agency provided using 5310 funded vehicle(s) that you are currently reporting on every Bi-Annual report. Report the total number of **one-way passenger trips** for the entire Federal Fiscal Year (October 1 of the prior year through September 30 of the current year).

PAGE 3 OF REPORT

4. ***Change in Operation and/or Location of Section 5310 Vehicles/Equipment:*** It is the grantee's obligation to notify Caltrans immediately whenever Section 5310 vehicle(s) and/or equipment is/are no longer used as described in the grantee's Standard Agreement and/or original application. No vehicle or equipment may be used outside the service area described in the original application without prior written authorization from Caltrans. If there have been changes in the operation and/or location of the vehicle(s) and/or equipment, provide an explanation.
5. ***Out of Service:*** Notify Caltrans immediately in the event a Section 5310-funded vehicle is out of service for more than three working days due to loss, damage (e.g. accident, fire, theft, vandalism) or repairs. Provide information regarding how many working days the vehicle(s) has been taken out of service. Indicate if the vehicle(s) has met the 20 hour per week minimum service hours for the Bi-Annual report. On a separate piece of paper identify each vehicle(s) by VIN, and include dates out of service, estimate or actual date put back into service, and reason taken out of service. Attach to the Bi-Annual report. Provide a copy of the repair cost estimate, and any related insurance information as necessary. Call the Caltrans 5310 Program Hotline number: 1-888-472-6816
6. ***Certificate of Liability Insurance:*** Per State Management Plan Insurance Requirements, submit to Caltrans, **annually**, a copy of the "Certificate of Liability Insurance" issued by your insurance carrier. **The State, its officers, employees, and agents shall be named as additional insured, and the State designated as the Loss Payee for claims of damage to the insured vehicle(s).** The certificate must identify each 5310 vehicle by VIN, and include coverage limits as required in the State Management Plan.
7. ***CHP Terminal Inspection Report:*** **Required for vehicles with seating capacity of 11 or more (including driver).** On an **annual** basis, submit a copy of the current CHP Terminal Inspection Report, showing rating, to your Caltrans Section 5310 contact person.
8. ***Authorized Signature and Contact Information:*** Only the agency representative who is authorized to sign on behalf of the agency shall sign, certifying that the information in the Bi-Annual report is accurate. The authorized agency representative further certifies that the vehicle(s) and/or equipment identified in this report is/are used primarily to provide transportation services to elderly persons and/or persons with disabilities in accordance with the terms and conditions of the Section 5310 Standard Agreement(s) and the State Management Plan.

The Bi-Annual report may be prepared by the authorized agency representative or a staff member. If a staff member prepares the report, the completed report shall then be submitted to the agency representative who is authorized as agency signatory for signature before submitting to Caltrans. The person who prepared the Bi-Annual report prints his/her name and provides contact information.



4

Section 5310 Program
Bi-Annual Report
Frequently Asked Questions

Are Tabs 2 and 3 (Additional Vehicles and Equipment) of the Bi-Annual Report Excel Spreadsheet for reporting vehicles and equipment not purchased with Section 5310 funds?

Answer: No. Report only on vehicles and/or equipment purchased with Section 5310 funds. Tabs 2 and 3 are for reporting vehicles that cannot fit on page 1 of the Bi-Annual Report.

Are agencies required to report loss, damage, or major repairs to equipment that costs more than \$300?

Answer: Due to feedback, we have modified the Bi-Annual Report *Section 5: Loss, Damage, or Major Repairs*. The new Section 5 requires agencies to **report vehicles that are out of service for more than three working days**. Agencies shall notify Caltrans immediately in the event a Section 5310-funded vehicle is out of service for more than three working days due to loss, damage (e.g. accident, fire, theft, vandalism), or repairs. For additional information, refer to the Bi-Annual Report and Instructions.

Must agencies count staff members as incidental riders who attend to elderly and disabled clients while riding on Section 5310-funded vehicles?

Answer: Agency staff persons attending to elderly and disabled passengers are serving in an incidental capacity and should be reported in the Bi-Annual Report as follows: 1) add into the total one-way passenger trips in *Section 1: FTA Section 5310 Vehicles* Column J of the Bi-Annual Report; 2) include in the category of incidental service passengers, *Section 3.A.: Section 3.A.: One-Way Passenger Trips*; and, 3) in *Section 3.B.: Incidental Services*, check “Yes” and provide an explanation of incidental service.

How many years are agencies required to report on their Section 5310-funded vehicles? What is the definition of Useful Life?

Answer: Useful Life is the term used for criteria to determine how long Section 5310-funded vehicles are required to be reported on and monitored. The criteria are based on the type of vehicle, mileage, and age.

<u>Type of Vehicle</u>	<u>Mileage and Age</u>
Minivans	100,000 miles and 4 years
Bus Type I, IA, IB, II, III	150,000 miles and 5 years
Bus Type VII	200,000 miles and 7 years
Bus Type VIII	350,000 miles and 10 years
Hardware/Software	3 years

Currently, age or mileage criteria must be met before a vehicle is released from reporting and monitoring. The State Management Plan allows the Section 5310 Branch Chief discretion in



requiring vehicles to meet either or both years and mileage criteria. The Section 5310 State Management Plan may be found at: <http://www.dot.ca.gov/hq/MassTrans/>

If an attendant is also a driver, is he/she counted as well?

Answer: No. The primary duty of the driver is to drive.

Does the report automatically highlight which vehicles may not be currently meeting the minimum weekly 20 service hour requirement?

Answer: No, auto-calculation for weekly service hours is included in the report format.

Once completed, may the report be emailed to our Section 5310 analyst?

Answer: Yes, once the report is signed by the agency signatory (i.e. the person who signed the Standard Agreement), the report may be scanned and emailed to the corresponding Caltrans Section 5310 Analyst.

If an agency has a blanket policy for the entire fleet of vehicles, may the agency send the certificate of insurance with listing the VINs for Section 5310-funded vehicles?

Answer: No. In order to document that all Section 5310-funded vehicles have been insured per the Standard Agreement, VINs must be listed on the Certificate of Liability Insurance or equivalent submitted to Caltrans.

When do agencies submit the Certificate of Liability Insurance?

Answer: Agencies shall provide a copy of the Certificate of Liability Insurance, or equivalent, with the Bi-Annual Report for the half in which the insurance was renewed.

If a passenger leaves the vehicle for any reason and then re-boards during the same transport, does this count as another trip? (Example: Transporting an elderly client to a medical appointment, the store, the pharmacy, and home = 4 one-way passenger trips).

Answer: Yes, if these stops are part of the passenger's original trip plan. However, if this is not part of the original trip plan, then no.

When are agencies required to use the new form (updated as of April 24, 2012)?

Answer: All agencies are required to use this new form starting the second half of the 2012 Bi-Annual Report (April 1, 2012).

May an agency leave its regular service area for a round trip one-day excursion?

Answer: Yes. It is categorized as "incidental services" and reported as such on the Bi-Annual Report.



Are vehicles that seat 10 or less passengers, including driver, required to have an annual CHP Terminal Inspection?

Answer: No. Vehicles that seat 11 or more, including driver, are required to have an annual CHP Terminal Inspection.

If incidental services were provided during the Bi-Annual Report, where and how do agencies report them?

Answer: Incidental services should be reported in the Bi-Annual Report as follows: 1) add the total one-way passenger trips in *Section 1: FTA Section 5310 Vehicles*, Column J of the Bi-Annual Report; 2) include in the category of incidental service passengers, *Section 3.A.: One-Way Passenger Trips*; and 3) check “Yes” and provide an explanation of incidental service in *Section 3.B.: Incidental Services*.

What kinds of services are considered incidental services?

Answer: Incidental service is defined as transportation service beyond service to individuals with disabilities and the elderly. Incidental service may include, but are not limited to, meal delivery to the homebound, attendants riding with individual with disabilities and elderly clients, and service to the public on an incidental basis. *Incidental service is allowed to the extent that the incidental service does not interfere with services to individuals with disabilities and the elderly.*

An agency’s signatory of the Standard Agreement is leaving the agency. Is the agency required to submit anything to Caltrans when his/her replacement comes on board?

Answer: Yes. The agency must contact its Caltrans Section 5310 Analyst to explain the situation and request a Sample Resolution of Authority. Using the Sample Resolution of Authority, the agency develops a new Resolution of Authority that contains all the required language. The agency completes the form nominating the new signatory, adopts the new Resolution of Authority, and forwards a copy to their Caltrans Section 5310 Analyst.

Must maintenance servicing and tire replacement be reported? Where on the Bi-Annual Report is it located?

Answer: An agency is not required to itemize and report on each maintenance service or replacement of tires. Include these charges in the total maintenance expenditure per Bi-Annual Report per vehicle. (See Bi-Annual Report, Section 1: FTA 5310 Vehicles, Column K: Maintenance Costs.)

Are agencies required to report clients with disabilities and elderly clients 65 years and older even if they did not ride in a Section 5310-funded vehicles during the year?

Answer: Yes, report in the 2nd half of the Bi-Annual Report only, Section 3.C. (1) which requests the total number of eligible elderly and/or disabled clients in the agency’s program.

May an agency use its own spreadsheet developed from its database for capturing and reporting vehicle data for the Bi-Annual Reporting or must they use the Caltrans Bi-Annual Report form?

Answer: An agency may use its own spreadsheet for capturing and reporting data on Section 5310 vehicles (Section 1 of the Bi-Annual Report) as long as it captures the exact same data as in on the Bi-Annual Report. The agency shall attach a copy of the spreadsheet to the Bi-Annual Report. The agency shall then complete the rest of the Bi-Annual Report form and provide attachments (Certificate of Liability Insurance, CHP Inspection Report) as necessary.

How do agencies report multiple out-of-service Section 5310-funded vehicles in the Bi-Annual Report?

Answer: If an agency has multiple out-of-service Section 5310-funded vehicles, please report on a separate sheet of paper, listing vehicles by VIN and license, and attach to the Bi-Annual Report.

When and how often are CHP Terminal Inspection Reports required to be submitted to Caltrans?

Answer: Agencies shall provide a copy of the **annual** CHP Terminal Inspection Report with the Bi-Annual Report for the half in which the inspection report is made available. (Example: CHP Inspection is performed in December, and the report becomes available in January. The agency must provide a copy of the CHP Inspection Report in the Oct. 1 – March 31 Bi-Annual Report.)

Will Caltrans accept the agency's signatory's stamped signature?

Answer: No. However, Caltrans does accept the signatory's electronic signature.

Should an after-market radio purchased with Section 5310 funds be reported?

Answer: Yes. This is equipment purchased with Section 5310 funds that is installed on the vehicle. Report the radio under *Section 2, Equipment* on the Bi-Annual Report.

If a Section 5310 vehicle is out-of-service and the agency's services are not interrupted due to using backup vehicles, is the agency required to report the out-of-service vehicle?

Answer: Yes, per the agency's Standard Agreement, any time the vehicle is out of service for an extended time, it must be reported to Caltrans.

Why is the April 1 – Sept. 30 Bi-Annual Report due earlier than other quarters?

Answer: Agencies are required to complete *Section 3.C. Annual Performance Measures* of the Bi-Annual Report for the April 1 – Sept. reporting period. The Section 5310 Program Staff need the time to gather the annual performance measure data from agencies and compile the Annual Performance Measure report for FTA that is due November 1 of each year. If an agency believes they will not meet the October 15th deadline to submit the Bi-Annual Report, please notify your Caltrans Section 5310 Analyst.



Are agencies required to report on cell phones (under Equipment)?

Answer: No. Cell phones are not eligible for Section 5310 funding.

Do agencies report fare changes on the Section 5310 Bi-Annual Report?

Answer: No. Fare changes are not required to be reported in the Section 5310 Bi-Annual Report.

How can agencies check to see if the weekly service hours for a vehicle are meeting the program requirement of a minimum of 20 service hours per week?

Answer: Refer to Page 1 of the Bi-Annual Report where vehicle information is listed on each 5310-funded vehicle. Divide the number in Column H (Total Service Hours for the half) by 24 (number of weeks in the half). This calculation will provide the average service hours per week for the vehicle. (Example: Column H is 480 total hours. Divide 480 by 24 equals 20 hours.) The Section 5310 Program accepts the averaging of weekly hours to determine if a vehicle meets the minimum requirement.

What are agencies required to do if a vehicle's service hours are less than 20 hours per week?

Answer: If the service hour calculation is less than 20 hours for any one of the vehicles for which the agency is currently reporting on, the agency is to include a written explanation with the Bi-Annual Report providing the reason(s) for the low service hours and providing an action plan of steps the agency is taking to remedy the problem.

5

Federal Transit Administration
SECTION 5310 PROGRAM
Agency Monitoring

Agency Name _____ Date _____

Contact Name _____ Telephone Number _____ Email Address _____

1. What type of service is provided?

- Subscription
- Dial a Ride
- Fixed Route
- Other _____

2. Is the service area as described in the application still accurate? Yes No If no, specify below:

- Routes and areas _____
- Vehicle assignment _____

3. What type of clientele is served daily?

- Elderly
- Disabled
- General public
- Other _____

4. Are services primarily provided to elderly persons and persons with disabilities? Yes No If no, explain:

5. Is "incidental service" being provided? If so, please describe: _____

6. What are the daily hours of operation? _____ AM to _____ PM

7. Do the vehicles have idle time? Yes No If yes, describe indicating time of day: _____

8. Has the agency properly disposed of all vehicles that have been replaced with Section 5310 funds?

- Yes No If no, please explain: _____

9. Do you currently have an MOU or contract utilizing* the Section 5310 vehicles? Yes No

* Utilizing is defined as providing for the payment of subsidies, fees, or fares by another agency to the Section 5310 grantee or designating responsibility for providing vehicle drivers, including selecting, approving, or paying them.

**Federal Transit Administration
SECTION 5310 PROGRAM
Agency Monitoring**

9a. Did you receive Caltrans approval for the MOU or contract? Yes No If no, please explain and request copy for review and approval. _____

9b. Provide the name and description of the agency with whom the grantee is contracting: _____

9c. How long is the MOU or contract in effect? _____

10. Are you coordinating with agency(s) mentioned in application? Yes No If no, please explain:

10a. Describe any new coordination of vehicles and/or related activities and identify coordinating agency(s):

11. Is the agency's usage of the equipment meeting the conditions of the Standard Agreement(s)?
 Yes No If no, please explain: _____

11.a. Do changes described in question 11 above require:
 Written justification/documentation by the grantee*
 Modification/amendment to the standard agreement*
**(note: refer to Headquarters liaison for follow-up)*

12. Is a preventative maintenance program in place? Yes No

13. Check off if the following records are maintained? Did Caltrans Staff review the records? Yes No

- Driver's record - participates in DMV Pull Notice Program
- System for dispatching vehicles and training of staff in the dispatching function
- Last CHP Inspection report available
- New Drivers Orientation and Training, including classroom, behind the wheel and testing and certification
- On-going drivers safety training
- Sensitivity Training
- Emergency Preparedness, First Aid and CPR training
- Contingency plan when equipment is out of service
- Driver's authorized vehicle trip record
- Daily Vehicle Inspection Report – Pre and Post trip inspections (including positive cycling of wheelchair lift).
- Inspection, Maintenance, Lubrication and Report Records
- Vehicle Preventative and Routine Maintenance Plan (including for Wheelchair Lift/Ramp)
- Drug testing, if appropriate

**Federal Transit Administration
SECTION 5310 PROGRAM
Agency Monitoring**

14. Have any vehicles been involved in an accident? Yes, continue below. No

14a. Was the accident reported to Caltrans? Yes No If no, describe incident below: _____

14b. Were repairs completed? Yes No If no, please explain. _____

15. Are bi-annual reports current? Yes No

16. Is the Certificate of Liability Insurance current Yes No Date of Coverage _____

17. Does the agency post notices setting forth an Equal Employment Opportunity policy? Yes No

17a. Are the EEO notices posted in a conspicuous place? Yes No

17b. Describe how the agency's EEO policies are made available to employees and applicants for employment: _____

18. Overall comments: _____

Complete ADA Service Provision Requirements on next page

**Federal Transit Administration
SECTION 5310 PROGRAM
Agency Monitoring**

AMERICANS WITH DISABILITIES ACT SERVICE PROVISION REQUIREMENTS

1. Does the provider maintain access features?

Yes No If No, please explain. _____

2. Are lifts in operating condition?

Yes No If No, please explain. _____

3. Are the lifts and securements properly used?

Yes No If No, please explain. _____

4. Does the provider allow service animals onboard? Is there a **written policy**? Yes No

Yes No If No, please explain. _____

5. Does the provider use the accessibility features it has?

Yes No If No, please explain. _____

6. Are provider communications and public information about transportation services available using accessible formats and technology?

Yes No If No, please explain. _____

7. Does the provider allow persons using respirators or portable oxygen? Is there a **written policy**? Yes No

Yes No If No, please explain. _____

8. Does the provider allow adequate time for vehicle boarding and disembarking?

Yes No If No, please explain. _____

**Federal Transit Administration
SECTION 5310 PROGRAM
Agency Monitoring**

9. Does the agency provide for personnel attendant when necessary? If so, is training provided?

Is there a written policy Yes No.

Yes No.

Yes No.

NOTES

Federal Transit Administration
SECTION 5310 PROGRAM
Agency Monitoring

VEHICLE INSPECTION REPORT

AGENCY INFORMATION

1. Date of Agency Inspection _____ Date of last Agency Inspection _____
2. Agency Name _____
3. Address _____
4. City/State/Zip Code _____
5. On-site Contact Person _____ Phone _____
6. Cell phone Number _____ Email Address _____ Fax _____

VEHICLE INFORMATION

7. Date of Last CHP Inspection* _____ Reviewed CHP Report
**(indicate N/A if grantee is not required to undergo CHP inspections)*
8. CHP Terminal Rating _____
9. Where are the vehicles stored? _____
10. License No. _____ 10a. Year/Make/Model _____
11. Odometer Reading _____ 11a. Standard Agreement No. _____
12. VIN No. _____

VEHICLE CONDITION

13. Exterior: Excellent Good Average Poor Comments _____
14. Interior: Excellent Good Average Poor Comments _____
15. Body Damage: Yes No If Yes, describe? _____

Are the following operational? Indicate Yes or No. Space for additional comments is provided on page 2, item # 28.

16. Turn Signals/Hazard Yes No
17. Headlights Yes No
18. Windshield Wipers Yes No
19. Tires (condition) _____
20. Brake Lights Yes No
21. Backup Lights/ Backup Sound Yes No
22. Air conditioner Yes No
23. Heater Yes No
24. Stepwell Light Floor Yes No
25. Fire Extinguisher Yes No (Date Current) _____
26. First Aid Kit Yes No
27. Emergency Triangles Yes No

**Federal Transit Administration
SECTION 5310 PROGRAM
Agency Monitoring**

OTHER EQUIPMENT INSPECTION REPORT

1. Date of Inspection _____ Last Inspection _____

2. Agency Name _____

3. Address _____

4. City/State/Zip Code _____

5. Base Station Yes No Serial No. _____

6. Computer Yes No Serial No. _____

6a. How is computer system utilized?

7. Other Equipment Yes No If yes, list equipment _____

8. General Comments: _____

Who is a "motor carrier" for purposes of California Highway Patrol (CHP) regulation?

According to Vehicle Code (VC) Section 408, a motor carrier is the registered owner, lessee, licensee, or bailee of any vehicle set forth in Section 34500 VC, who operates or directs the operation of any such vehicle on either a for-hire or not-for-hire basis. Section 34500 VC lists the following vehicles and combinations of vehicles:

- (a) *Motortrucks of three or more axles which are more than 10,000 pounds gross vehicle weight rating.*
- (b) *Truck tractors.*
- (c) **Buses, schoolbuses, school pupil activity buses, youth buses, and general public paratransit vehicles.**
- (d) *Trailers and semitrailers designed or used for the transportation of more than 10 persons, and the towing motor vehicle.*
- (e) *Trailers and semitrailers, pole or pipe dollies, auxiliary dollies, and logging dollies used in combination with vehicles listed in subdivision (a), (b), (c), or (d). This subdivision does not include camp trailers, trailer coaches, and utility trailers.*
- (f) *Any combination of a motortruck and any vehicle or vehicles set forth in subdivision (e) that exceeds 40 feet in length when coupled together.*
- (g) *Any truck, or any combination of a truck and any other vehicle, transporting hazardous materials.*
- (h) *Manufactured homes which, when moved upon the highway, are required to be moved under a permit as specified in Section 35780 or 35790.*
- (i) *A park trailer, as described in subdivision (b) of Section 18010 of the Health and Safety Code, which, when moved upon a highway, is required to be moved under a permit pursuant to Section 35780.*
- (j) *Any other motortruck not specified in subdivisions (a) to (h), inclusive, or subdivision (k), that is regulated by the Public Utilities Commission or the Interstate Commerce Commission, but only for matters relating to hours of service and logbooks of drivers.*
- (k) *Any commercial motor vehicle with a gross vehicle weight rating of 26,001 or more pounds or any commercial motor vehicle of any gross vehicle weight rating towing any vehicle described in subdivision (e) with a gross vehicle weight rating of more than 10,000 pounds, except combinations including camp trailers, trailer coaches, or utility trailers.*

What is the legal definition of a bus?

The California definition is found in Vehicle Code Section 233:

- (a) *Except as provided in subdivision (b), a bus is any vehicle, including a trailer bus, designed used, or maintained for carrying more than 15 persons including the driver, except a vanpool vehicle.*
- (b) *A vehicle designed, used, or maintained for carrying more than 10 persons, including the driver, which is used to transport persons for compensation or profit, or is used by a nonprofit organization or group, is also a bus.*
- (c) *This section does not alter the definition of a schoolbus, school pupil activity bus, general public paratransit vehicle, farm labor vehicle, or youth bus.*
- (d) *A vanpool vehicle is not a bus.*

I have a van with a lot of seat space in it. I do not transport passengers commercially. Is my vehicle subject to the CHP safety regulations?

Only if it meets the definition of a bus by being designed, used, or maintained for carrying more than 15 persons, including the driver (total of 16 or more). When either a sixteenth seat or a sixteenth person is present in the vehicle, it is a bus.

Incidentally, the word "van" has no legal meaning in the Vehicle Code, except as implied by the definition of a vanpool vehicle. We use the word "van" in this discussion in the sense that most people use it: a generally box-shaped vehicle that is designed or used primarily to transport passengers. In other circumstances, however, the word "van" can mean a closed cargo vehicle such as a delivery truck or trailer.

What if I use my 12-passenger van to shuttle my motel customers to and from the airport and car rental businesses?
That vehicle is a bus, because it is used for compensation or profit. Even though you transport your customers as a courtesy and do not charge a separate fee for their rides, you are transporting passengers in the furtherance of a business. The cost of doing so is part of your business overhead, and is presumably built into the prices for lodging charged to all customers. The same would apply to a shuttle van operated by a car rental business.

For purposes of the bus definition, what is a nonprofit organization or group?

Any organization not organized as a business, such as but not limited to churches, free clinics, senior centers, and scouting groups. Government entities such as police agencies, road departments, fire departments, public colleges and universities, and public schools are not nonprofit organizations, nor do they provide transportation for compensation, so they are treated as private individuals for this definition. A transit system does offer transportation for compensation, and therefore its vehicles used in revenue service are buses when they have seating capacity for more than ten passengers. School buses are a special class of vehicle with a separate definition, and this discussion does not apply to them.

My motel passenger van used to have seats for twelve counting the driver, but I took out a three-passenger bench seat to make room for carrying more luggage in back. Is my van still a bus?

The law is silent on this matter, so for many years the CHP has interpreted Section 233 VC in favor of the vehicle owner or driver. If you have removed a three-passenger seat from your 12-passenger van, it is now a 9-passenger vehicle that, as currently configured, no longer meets the definition of a bus. The CHP does not interpret Section 233 VC to mean "once a bus, always a bus."

To benefit from this CHP interpretation, the vehicle that was once a bus must be modified in a way that persuades the CHP that the owner or driver will not transport the number of persons that would cause the vehicle to be classified as a bus. Mere removal of seat belts, for example, will not satisfy this test. Complete removal of enough seating positions to reduce the seating capacity of the vehicle to ten persons or fewer, counting the driver, (or fifteen persons or fewer, if applicable) is necessary. When seating for the eleventh (or sixteenth) person is present, the CHP will consider the vehicle a bus. The CHP will also accept modifications such as the permanent installation of mid-seat armrests, or other modifications that effectively reduce the occupancy of a bench seat.

Many small buses have seats which are readily removable without tools. This interpretation should not be construed to mean that the vehicle must be modified in such a way that the seat attachment hardware must be disabled to prevent reinstallation of the seats and return of the vehicle to its original status as a bus. All the CHP is looking for is evidence that the occupants of the vehicle cannot readily convert the vehicle back into a bus while enroute. The CHP will not accept an owner's or driver's promise not to carry more than ten (or fifteen) persons in the vehicle as sufficient grounds to view the vehicle as other than a bus. The CHP will treat the vehicle as either a passenger vehicle or a bus, depending on the seating capacity of the vehicle at the time it is observed operating on the highway.

How is passenger capacity determined? The formula used by motor vehicle manufacturers is detailed in Federal Motor Vehicle Safety Standards, and is too lengthy for this type of discussion. As a rule of thumb, in one of the full-sized passenger vans produced by such manufacturers as Ford, General Motors, and Chrysler, there are three sizes of seats. In a 15-passenger van, there is a 4-passenger seat in the very back of the van, against the back doors. It is nearly the full width of the interior of the van. The next three bench seats ahead of the back seat are typically 3-passenger seats that allow a narrow aisle along the right side of the vehicle for access to the back seat. Finally, the driver's seat and the right front seat are designed for one person each.

A typical full-sized 12-passenger model has two 3-passenger seats, and a 4-passenger seat located somewhat forward of where it would be in a 15-passenger model (allowing cargo area behind the 4-passenger seat), and the two front seats. By selecting the optimum combination of seats, one can modify the capacity of what would normally be a small bus in such a way that ten persons, counting the driver, can ride properly seated, and the vehicle will not be a bus by CHP interpretation. Using standard factory seats in a 15-passenger van, this optimum non-bus capacity is usually achieved by removing the right front seat and the 4-passenger seat. Most owners prefer to keep the right front seat, however, and therefore choose to further reduce the capacity of the vehicle to a total of 9, 8, or 7 persons by removing an additional bench seat instead of the right front seat.

The reason that the CHP chooses to interpret the statute in this manner is that sometimes the owners of vehicles which were originally manufactured as trucks or passenger vehicles (not buses) will modify those vehicles to transport more than 10 persons, or more than 15 in some cases. The CHP believes that such vehicles, and their drivers, should be required to meet whatever safety requirements apply to buses and their drivers, not just those that apply to automobiles or trucks. In order to justify regulating such vehicles as buses, the CHP believes it is only fair that the reverse situation also be allowed; that is, allowing a bus to be converted to any non-bus vehicle, reducing the applicable legal requirements accordingly. Therefore, if a vehicle that was not originally designed to be a bus is modified to have seating for more than 15 persons (or 10 persons in the case of a business or nonprofit organization), the CHP will now consider that vehicle to be a bus. Also, if a vehicle which is not equipped with seating for 15 or more persons (10 in some cases) is used to carry more than 10 (or 15) persons counting the driver, that vehicle now meets the definition of a bus, by CHP interpretation, by reason of its use as a bus.

Where do vanpool vehicles fit into this discussion?

Vanpool vehicles are vehicles designed for more than 10 but not more than 15 persons including the driver, and which are maintained for the nonprofit work-related transportation of adults, for the purpose of ridesharing. If a 10- to 15-passenger vehicle is used in compliance with all legal requirements that apply to vanpool vehicles, it is not a bus. Vanpool vehicles and their drivers have special requirements to meet in addition to those required of drivers of ordinary passenger vehicles. Therefore, a person cannot simply declare his or her 15-passenger van to be a vanpool vehicle in order to circumvent legal requirements pertaining to buses and bus drivers.

What about the CHP's inspection program known as the "BIT Program"? Do I have to participate in that?

Not if the only regulated vehicles you operate are buses. The Biennial Inspection of Terminals (BIT) Program is strictly a truck-related program. Bus operations are subject to mandatory yearly inspection by the CHP under their own programs.

I use my van as a bus, and I will comply with all legal requirements. Do I have to get a CA number from the CHP, and display it on both sides of my bus?

You are referring to the California carrier identification numbers issued by the CHP to all motor carriers, for the purpose of computerizing the CHP's records of motor carrier inspections. If your vehicle is a bus, then you are a motor carrier and must obtain a CA number from the CHP. The number is free, but it does not entitle bus operators to do anything such as transport passengers for hire. It is required simply as part of the bus operator's proper identification, along with the name of the person or company who owns or operates the vehicle. See Sections 34507.5 and 34507.6 VC.

Whether you must display your CA number on your bus or not is a separate matter. It depends on whether you already have and are properly displaying an identification number issued by certain other regulatory agencies. If you have an "MC" number issued by the Interstate Commerce Commission, a "DOT" number issued by the United States Department of Transportation, or an appropriate identification number issued by the California Public Utilities Commission, the CHP will accept any of those forms of carrier identification when properly displayed on your bus, without requiring you to also display your assigned CA number. Note, however, that you are not relieved of the responsibility to obtain a CA number.

When display of the CA number is required, it must be displayed on both sides of the bus in characters legible from 50 feet. The size is not specified in law, but as a practical matter if the characters are approximately two inches in height or larger with proportional width, contrast sharply with their background, and are maintained in clearly readable condition, they are acceptable.

What driver's license do I need to drive a bus?

You need a class B driver's license, with a "P" endorsement for the transportation of passengers. When you take your driving test, the Department of Motor Vehicles (DMV) may restrict your license to be valid only for driving certain sizes of buses, or buses with certain equipment such as hydraulic brakes or automatic transmissions. The restrictions, if any, will be based on the size and equipment of the bus you use for your test.

You must also have a valid medical certificate, which you get by passing a physical examination performed by a doctor or other approved medical professional. The form for this certificate and the standards for the physical examination are specified by DMV regulations.

Some kinds of buses may only be driven by drivers who have a special driver certificate in addition to the class B driver's license and the medical certificate. These buses are school buses, school pupil activity buses, youth buses, general public paratransit vehicles, vehicles for the transportation of developmentally disabled persons, and farm labor vehicles.

When driving a bus, do I have to stop at the scales operated by the CHP?

Most of the time, no. However, you should pay special attention to the highway signs posted near the approaches to scale facilities. The CHP does occasionally set aside a few days to conduct inspections of buses at the scales, and signs will be posted on those days. The CHP may also use other locations for this purpose, such as roadside rest stops or parking lots near major tourist attractions.

When conducting these inspections, the CHP makes provision for the welfare of the passengers who may be riding the buses. Locations are chosen where restrooms will be available, and usually there is food available from restaurants, grocery stores, mobile lunch wagons, or vending machines. A CHP officer will step aboard the bus to give instructions to the driver and to explain to the driver and the passengers what is taking place, why it is being done, how long it is expected to take, and what facilities are available to the driver and passengers. Bilingual officers are usually available to speak in the language of tour groups frequently found in the geographic area of the state where the inspection is taking place.

The inspection of a bus is basically the same as an inspection of a truck, except that the CHP uses larger teams of inspectors to speed the process, so that buses found in safe condition and driven by qualified drivers can be on their way as quickly as possible. The bus will be inspected for the condition of its steering, suspension, brakes, lights, wheels and tires, and a few other items.

The driver will be required to produce his or her driver's license, medical card, and log book, as applicable. The driver will also be expected to produce the registration of the bus. At some of the inspections, there will be representatives present from other agencies, such as the Federal Highway Administration, the California Public Utilities Commission, the Department of Motor Vehicles, and others. These representatives are there to assist the CHP in determining compliance with certain legal requirements that apply to bus operators, and the immediate availability of their expertise helps to speed up the inspection process.

The CHP has no interest in disrupting the trips of bus passengers unnecessarily, so the majority of bus inspections conducted by the CHP occur not on the highway, but at the maintenance facilities of the bus operators, where the buses are based. However, except for small fleets, these inspections do not usually include every bus that a company, agency or private organization owns. Therefore, the inspections conducted at the bus maintenance facilities are occasionally supplemented with on-highway inspections, as discussed above. These on-highway inspections have been found to be very worthwhile, as in the early days of this program, some very unsafe buses were ordered out of service before they caused a tragedy. Since the beginning of the on-highway inspection program in the early 1980s, CHP inspectors have seen significant improvement in the general condition of buses inspected under that program. Bus operators are making efforts to be ready for a surprise inspection anywhere, anytime, by ensuring their buses are in good mechanical condition and their drivers are qualified before every trip.

Although a few people view these inspections as an inconvenience, most passengers are pleased to discover that the CHP does actively search for unsafe buses, not just trucks. Those passengers reason that a bus crash would be far more inconvenient (at the very least) than a few minutes spent at a roadside inspection along the way. Prevention of accidents is the ultimate purpose of all of the CHP's inspection programs.

Maintenance Schedules

Your Ford, Lincoln or Mercury vehicle has a recommended Maintenance Schedule designed to keep it running its best by providing exactly what your vehicle needs, when it needs it.

Maintenance intervals for most 2007 and earlier Ford / LM vehicles are every 5,000 miles with the exception of 2007 Ford Edge, Lincoln MKX and Lincoln MKZ which are every 7,500 miles. The maintenance interval for the 6.4L diesel engine is 10,000 miles.

Select Year: Choose Year
 Select Make: Choose Make OR Enter a VIN:
 Select Model: Choose Model

For mileage-specific information, select Mileage option and enter the vehicle mileage

Enter Mileage

For a chart of all scheduled maintenance services up to 150,000 miles, select View Full-Maintenance Services option

View Full Maintenance Services

Submit

For F-650, F-750 or vehicles built before 1996, refer to the Scheduled Maintenance Guide provided with your vehicle or see the Service Advisor at your Ford, Lincoln or Mercury Dealership.

*If you operate your Ford, Lincoln or Mercury primarily in one of the more demanding 'Special Operating Conditions', you will need to have some items maintained more frequently. Fleet applications with extensive idling and/or low-speed driving for long distances as in heavy commercial use such as delivery, taxi, patrol car or livery need to follow 'Special Operating Conditions.' Ford recommends use of hour meters to adhere to a guide of 200 hours of engine operation equals a 3 month or 3,000 mile maintenance cycle. For specific recommendations, see your Owners Manual, Dealership service advisor or qualified service professional.

Maintenance Schedules

2012 Ford E-450	
Driving Condition:	Normal Condition
Fuel:	Gasoline
Transmission:	Automatic

Recommended maintenance for your vehicle

Mileage	30K	60K	90K	120K	140K	150K
MEMO: Gas engine; From 5.1 to 6.0 quarts of oil	X	X	X	X		X
Replace front 4x2 wheel bearings and grease seals, lubricate and adjust bearings						X
Replace accessory drive belts (if not replaced within last 100,000 miles)						X
Change Premium Gold engine coolant						X
Replace rear axle lubricant						X
Inspect 4x2 front wheel bearings; replace grease and grease seals, and adjust bearings		X		X		
Change rear axle fluid (vehicles equipped with Dana axles)						X
Change automatic transmission fluid and filter		X		X		
Inspect accessory drive belt(s)				X		

Following the recommended Maintenance Schedule is the best way to keep your vehicles running right - it provides exactly what your vehicle needs, when it needs it. Visit Genuine Ford and Lincoln Mercury Parts & Service website for additional vehicle maintenance information.

New Search Print

Pre- and Post-Trip Daily Vehicle Inspection Sheet

Vehicle #:	Mileage Start:	Date:	Driver ID #:
	Mileage End:		

Pre-Trip Check Yes or No		Inspection Criteria	Post-Trip Check Yes or No	
Yes	No		Yes	No
		1. All fluid levels are within operating range		
		a. Oil		
		b. Coolant		
		c. Fuel level (1/2 tank minimum)		
		d. Brake fluid (weekly)		
		e. Automatic transmission fluid		
		f. Power steering fluid (weekly)		
		2. Check all gages, buzzers and horn		
		3. Check all seats and seatbelts		
		a. Complete sets of lap and shoulder harnesses		
		b. All tie downs (wheelchair securements)		
		4. Check all doors, door emergency releases and windows.		
		5. Check the wheelchair lift/ramp/steps for complete cycling		
		6. Check all interior and exterior lighting systems		
		a. Headlights		
		b. Turn signals		
		c. Hazard lights		
		d. Tail lights		
		e. Backup lights and alarm		
		f. Interior lights		
		g. Stepwell and/or lift lights		
		7. A/C and Blower		
		8. Interlock fully functional		
		9. Heater and Defroster		
		10. Windshield wipers and washer fluid		
		11. All glass and mirrors (no chips or cracks)		
		12. Complete first aid kit		
		13. Fire extinguisher (with current ticket and charge level green)		
		14. Check all tires and spare for proper inflation and tread depth		
		15. Accident report forms		
		16. Vehicle Registration and insurance card		

Remarks:

I certify that this vehicle passed the Daily Pre-Inspection.	Signature:	Date:
I certify that this vehicle passed the Daily Post-Inspection.	Signature:	Date:

Paratransit PM Program

Inspections to Complete: A: ___ B: ___ C: ___ D: ___

Bus: ___ Mileage: ___ R/O#: ___ Date: ___

Inspection Item	Item	Exterior	Interior	Item	Powertrain	Item	Item	Item
PASSED	1EA	Check All Exterior Lights			1PA	Check All Fluid Levels		
	2EA	Ck for Body Damage, Roof Hatch (Record on Body Form)			2PA	Check Air Filter Indicator / Intake System		
	3EA	Check Wipers/Fill Washers			3PA	Check All Belts		
	4EA	Adjust & Lube Mirrors			4PA	Check All Transmission, Fuel & Oil Lines		
	5EA	Check Bumper Mounts			5PA	Check Cooling System / Radiator		
	6EA	Clean & Protect Batteries Terminals & Check Cables			6PA	Check Water Pump, Fan Clutch and/or Electric Fan		
	7EA	Check That All Valve Stems Have Metal Caps With Seals			7PA	Check Exhaust System		
		Check Tires Pressures/Tread Depth			8PA	Check Coolers		
	8EA	LF: / / RF: / / RRO: / / LRO: / / LRI: / /			9PA	Check Wiring to Alternator / Starter, Check Wiring & Operation of Safety Sensors		
	9EA	Check Wheel Nut Torque			10PA	Check Ignition System - Distributor & Wires		
PASSED	Item	Interior			11PA	Check Master Cylinder & Booster		
	1IA	Check Dash Controls, All Interior Lights			Item	Air Conditioning		
	2IA	Check Passage Door Alignment & Operation			1AA	Check A/C & Heat Systems for Operating		
	3IA	Check Driver and Passenger Seats			2AA	Check Evidence of Freon leak w/Detector		
	4IA	Check Safety Equipment, Body Fluid Kits			3AA	Check A/C Clutch		
	5IA	Open Emergency Windows and Lube			4AA	Check Heat Valves		
	6IA	Tighten All Grab Rails, Seats and Floor Condition			Item	Under/Bus		
	8IA	Check past DVI's for Open Defects			1UA	Check Tie-Rod Ends & Drag Link		
	9IA	Check Brake Pedal Operation			2UA	Check Steering Shaft/Bowl/Lines		
	10IA	Check Parking Brake Operation			3UA	Check Shock/Bushings		
	11I	Check Parking Brake Operation			4UA	Check Differential Oil Level/Leak & Breather Vent		
PASSED	Item	Wheel Chair Lift			5UA	Check Drive Shaft/U-Joints		
	1LA	Cycle Lift (time functions) Time: _____			6UA	Check Bulkheads/Crossbeams		
	2LA	Check Flashers: ___ Beepers: ___			7UA	Check King Pins		
	3LA	Check Interlocks: P/Brake ___ Door: ___ Trans: ___			8UA	Grease Bus		
	4LA	Check Hand Rails, Barriers			9UA	Check Brakes, Linings, Rotors, Drums and Brake lines		
	5LA	Check Main Frame Alignment			10UA	Check Parking Brake		
	6LA	Clean & Lube Lift			11UA	Check Fire & Gas Detection Sensors		
	7LA	Check Fluid Level, Clean Pump			12UA	Road Test & Perform Brake Test		
	8LA	Inspect All Hoses and Cables for Chafing, Leaks			13UA			
	9LA	Check Electrical Connections & LED lights						
	10LA	Inspect Tie Downs & Check For Complete Set(s)						
	11LA	Check Tracks & Mounts - Secure, Unobstructed and Clean						
	12LA	Check Manual Operation						

Item	Item	Item	Item	Item	Item	Item	Item
PASSED	FAILED	Powertrain	1PB Change Oil & Filter - Write Date and Mileage on Filter	PASSED	FAILED	Wheels/Chassis/Lift	11B Check Manual Operation
			2PB Pressure Test Cooling System				2LB Inspect All Hoses and Cables for Chafing
			3PB Check Coolant Protection & Freeze Levels				3LB Check Main Frame Alignment
			4PB Clean Engine & Battery Compartment				4LB Clean Pump
PASSED	FAILED	Alt: _____ Fan: _____	5PB Belt Tension: A/C: _____ Alt: _____ Fan: _____	PASSED	FAILED	AP Conditioning	1AB Check & Clean A/C Return Filter
			11B Check Passage Door Alignment & Operation				2AB Clean Evaporator & Condenser
			21B Tighten All Grab Rails & Seats				3AB Check A/C Clutch Operation
PASSED	FAILED	Under Bus	31B Open Emergency Windows and Lubs	PASSED	FAILED	Exterior	1EB Check Bumper Mounts
			1UB Check Fire & Gas Detection Sensors				2EB Adjust & Lube Mirrors
							3EB Check Emergency Roof Hatch
							4EB Check & Reprogram FMI System.
PASSED	FAILED	Air Conditioning	1AC Check High & Low Pressures & Switch Operation	PASSED	FAILED	Wheels/Chassis/Lift	1WC Retorque All Bolts
			2AC Check Evaporator Valve				2WC Inspect Slide Channels and Wear Blocks
			3AC Check Terrip. Control Switch Operation				3WC Readjust All Switches
			4AC Check A/C Supply Duct Temp.: _____	PASSED	FAILED	Powertrain	1PC Check RPM Fast Idle. Low Idle.
			5AC Check Compressor Alignment				2PC Check Oil Pressure: Low Idle.
PASSED	FAILED	Under Bus	1UC Change Trans Oil & Filter - Write Date & Mileage on Filter				3PC Clean Intake Pipes, Boots & Retorque Clamps
							4PC Change Air Filter
							5PC Check Alternator Output (14.2 for 12v sys)
PASSED	FAILED	Powertrain	1PD Change Differential Oil	PASSED	FAILED	Air Conditioning	1AD Change A/C Drier
			2PD Change Fuel Filter, Mark Date and Mileage on Filter				Under Bus
			3PD Replace Air Cleaner	PASSED	FAILED	Under Bus	1UC

Mechanic:

Date/Time:

Supervisor:

Date/Time:

#11a



SPECIALIZED TRANSPORTATION VEHICLE EXEMPTION CERTIFICATION

VEHICLE IDENTIFICATION NUMBER		MAKE	CALIFORNIA LICENSE PLATE	
CERTIFICATION	MARK THE APPROPRIATE BOX			
	<input type="checkbox"/> A This vehicle has been purchased with federal funds under the authority of United States Code, Title 49 §1612, subsection (b), paragraph (2), for the purpose of providing specialized transportation services to senior citizens and disabled persons by public and private non-profit operators of specialized transportation service agencies.			
DMV USE ONLY Susp. to RPU If checked	<input type="checkbox"/> B This vehicle is operated solely for the purpose of providing specialized transportation services to senior citizens and persons with disabilities. It is operated by a non-profit, public benefit consolidated transportation service agency designated under §15975 of the Government Code.			
SIGNATURE	<i>I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</i>			
	PRINTED NAME OF COMPANY		SIGNATURE OF AUTHORIZED AGENT	DATE
			X	
	PRINTED NAME OF AUTHORIZED AGENT SIGNING FOR COMPANY			DAYTIME TELEPHONE NUMBER ()

REG 345 (REV. 8/2008) WWW



SPECIALIZED TRANSPORTATION VEHICLE EXEMPTION CERTIFICATION

VEHICLE IDENTIFICATION NUMBER		MAKE	CALIFORNIA LICENSE PLATE	
CERTIFICATION	MARK THE APPROPRIATE BOX			
	<input type="checkbox"/> A This vehicle has been purchased with federal funds under the authority of United States Code, Title 49 §1612, subsection (b), paragraph (2), for the purpose of providing specialized transportation services to senior citizens and disabled persons by public and private non-profit operators of specialized transportation service agencies.			
DMV USE ONLY Susp. to RPU If checked	<input type="checkbox"/> B This vehicle is operated solely for the purpose of providing specialized transportation services to senior citizens and persons with disabilities. It is operated by a non-profit, public benefit consolidated transportation service agency designated under §15975 of the Government Code.			
SIGNATURE	<i>I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</i>			
	PRINTED NAME OF COMPANY		SIGNATURE OF AUTHORIZED AGENT	DATE
			X	
	PRINTED NAME OF AUTHORIZED AGENT SIGNING FOR COMPANY			DAYTIME TELEPHONE NUMBER ()

REG 345 (REV. 8/2008) WWW

[Login Here](#) | [Register Here](#) | [View shopping cart](#)

[Contact Us](#) | [Español](#) | [Forms](#) | [Publications](#) | [DMV Info](#)



Search

This Site California



HOME OFFICES ONLINE SERVICES DRIVER LICENSE VEHICLE REGISTRATION

V C Section 9107 Weight Fee Exemptions

Weight Fee Exemptions

9107. The weight fees for commercial vehicles specified in Sections 9400 and 9400.1 do not apply to any of the following:

(a) A vehicle operated by a passenger stage corporation, as defined in Section 226 of the Public Utilities Code, that is subject to the jurisdiction of the Public Utilities Commission, if all of the following conditions are met:

(1) The vehicle is operated exclusively on any line or lines having a one-way route mileage not exceeding 15 miles, and each of those lines is operated in either of the following areas:

(A) In urban or suburban areas or between cities in close proximity.

(B) Between nonadjacent urban or suburban areas or cities, the area between which is substantially residential, commercial, or industrial as distinguished from rural.

(2) The principal business of the passenger stage corporation is the operation of vehicles on a route or routes as defined in paragraph (1).

(b) A vehicle operated exclusively on any line or lines within the limits of a single city by a person engaged as a common carrier of passengers between fixed termini or over a regular route, 98 percent of whose operations, as measured by total route mileage operated, are exclusively within the limits of a single city, and who by reason thereof is not a passenger stage corporation subject to the jurisdiction of the Public Utilities Commission.

(c) Vanpool vehicles.

(d) A vehicle purchased with federal funds under the authority of paragraph (2) of subsection (a) of Section 5310 of Title 49 of the United States Code or Chapter 35 (commencing with Section 3001) of Title 42 of the United States Code for the purpose of providing specialized transportation services to senior citizens and handicapped persons by public and private nonprofit operators of specialized transportation service agencies.

(e) A vehicle operated solely for the purpose of providing specialized transportation services to senior citizens and persons with disabilities, by a nonprofit, public benefit consolidated transportation service agency designated under Section 15975 of the Government Code.

Amended Sec. 2, Ch. 667, Stats. 1997. Effective January 1, 1998.

Amended Sec. 32, Ch. 594, Stats. 2003. Effective January 1, 2004.

#116

[Login Here](#) | [Register Here](#) | [View shopping cart](#)



[Contact Us](#) | [Español](#) | [Forms](#) | [Publications](#) | [DMV Info](#)



[Search](#)



[This Site](#)

California

HOME OFFICES ONLINE SERVICES DRIVER LICENSE VEHICLE REGISTRATION

Revenue and Taxation Code Section 10789 Exemptions

Exemptions

10789. The license fee imposed by this part does not apply to the following:

- (a) Any vehicle purchased with federal funds under the authority of paragraph (2) of subsection (b) of Section 1612 of Title 49 of the United States Code or Chapter 35 (commencing with Section 3000) of Title 42 of the United States Code for the purpose of providing specialized transportation services to senior citizens and handicapped persons by public and private nonprofit operators of specialized transportation services, including a consolidated transportation service agency designated pursuant to Section 15975 of the Government Code.
- (b) Any vehicle operated solely for the purpose of providing specialized transportation services to senior citizens and persons with disabilities, by a nonprofit, public benefit consolidated transportation service agency designated under Section 15975 of the Government Code. The exemption provided by this subdivision shall not apply to more than 600 vehicles at any given time.

(Amended Sec. 1, Ch. 667, Stats. 1997. Effective January 1, 1998.)

[Home](#) | [Help](#) | [Disability Services](#) | [Site Map](#) | [Technical Support](#)

[Back to Top](#) | [Conditions of Use](#) | [Privacy Policy](#) | [Accessibility](#) | [CA.Gov](#)

To assist you better, your DMV website session is being recorded for quality assurance.

#11.c.



Department of Transportation (Caltrans)
Division of Mass Transportation (DMT)
Office of Federal Transit Grants Program

**Request for Reimbursement Procedures and
Invoice Supporting Documents**

General Instructions

1. All Requests for Reimbursement (RFR) must have the original invoice and three (3) copies on agency letterhead and signed by the same signatory as on the Standard Agreement. If this is not possible, the signatory of the Standard Agreement must delegate the authority by submitting a letter to Caltrans DMT designating the new signatory by name and title.
2. RFR must include the date, invoice number, Standard Agreement number, total project costs to date, and federal reimbursement amount requested not to exceed the grant amount.
3. All project costs must be documented and comply with the executed Standard Agreement. Federal reimbursement costs must comply with OMB A-87 and CFR 225.

Required Supporting Documents per Project Type:

Operating Assistance

- If applicable, include a copy of the Caltrans DMT approved Third Party Service Agreement Contract (first invoice only).
- For third party contracts, submit the invoice for the same period as the reimbursement request. Original invoice from the vendor must show invoice number, date, and vehicle/maintenance costs description (unit price, discount (if any), sales tax, freight/shipping charges, and total for each product or service).
- All third party costs must be clearly defined for the services provided (i.e., dates of service, service miles, service hours, hourly rates, and title/classification). All work performed must be consistent with the Caltrans DMT approved Third Party Service Agreement Contract.
- For internal agency staff projects, please provide a Spreadsheet showing the time worked, hourly rate for labor, title/classification, and all work performed for the period. Summary must include all expenses and revenues for the period claimed.
- Disadvantaged Business Enterprise (DBE) Actual Payment form (third party contracts only) available at <http://www.dot.ca.gov/hq/MassTrans/DBE.html>
- Proof of payment made to vendor or copy of the method of payment. Cancelled check or Bank statement showing check number and "paid in full".

Vehicles

- Post-Delivery Audit Certification for Buy America requirements (Local procurement).
- Post-Delivery Inspection Certification from qualified vehicle inspector (Local procurement).
- Certification of Acceptance by your agency.
- Copy of invoice from the vendor/contractor with name, address, and telephone number clearly identified.
- Copy of the Caltrans DMT approved Purchase Order(s) showing Caltrans as Lien Holder
- Vehicle Identification Number(s).
- Spreadsheet showing the time worked/hourly rate for labor, title/classification, task performed, etc. (Local procurement).
- Proof of payment to vendor - Cancelled check or Bank statement showing check number and "paid in full".
- Picture of vehicle(s) – can be electronic format on CD or portable drive.

Equipment

- Copy of the Caltrans DMT approved Purchase Order including item description, quantity, unit price, discount (if any), sales tax, freight/shipping charges, and totals.
- Original invoice from the vendor showing invoice number, date, and description (manufacturer, model and serial number), unit price, discount (if any), sales tax, freight/shipping charges, and total for each product or service item.
- Statement that equipment has been accepted and in working order (can be included in the cover letter for invoice)
- Manufacturer Warranties/Copy of Extended Warranties.
- Disadvantaged Business Enterprise (DBE) Actual Payment form, available at <http://www.dot.ca.gov/hq/MassTrans/DBE.html>
- Proof of payment made to vendor or copy of the method of payment. Cancelled check or Bank statement showing check number and "paid in full".
- Picture(s) of equipment – can be electronic format on CD or portable drive.

Transit Facility

- If applicable, include a copy of the Caltrans DMT approved Third Party Service Agreement Contract (first invoice only).
- Copy for approved Force Account Plan for "in-house" labor (first invoice only, if applicable)
- Copy of Purchase Orders including all items description, quantity, unit price, discount (if any), sales tax, freight/shipping charges, and totals.
- Original invoice from the vendor showing invoice number, date, and description (manufacturer, model and serial number), unit price, discount (if any), sales tax, freight/shipping charges, and total for each product or service item.
- Statement that facility is constructed, or phase of construction. Also state that equipment has been received and accepted.
- Spreadsheet showing all expenses including those charged against the federal grant broken out by description, rate, hours, i.e., installation.
- Manufacturer Warranties/Copy of extended warranties, if applicable.
- Disadvantaged Business Enterprise (DBE) Actual Payment form, available at <http://www.dot.ca.gov/hq/MassTrans/DBE.html>
- Proof of payment made to vendor or copy of the method of payment. Cancelled check or Bank statement showing check number and paid in full.
- Picture(s) of facility/equipment – can be electronic format on CD or portable drive.

Preventive Maintenance

- If applicable, include a copy of the Caltrans DMT approved Third Party Service Agreement Contract (first invoice only).
- Third party vendor/contractor service providers invoice for the same period as the reimbursement request (if applicable).
- For agency staff, provide Spreadsheet showing the time worked, hourly rate for labor, title/classification, and all work performed for the period. Summary must include all expenses for the period claimed.
- Original invoice from the vendor showing invoice number, date, and description (manufacturer, model and serial number), unit price, discount (if any), sales tax, freight/shipping charges, and total for each product or service item.
- Manufacturer Warranties/Copy of extended warranties, if applicable.
- Disadvantaged Business Enterprise (DBE) Actual Payment form, available at <http://www.dot.ca.gov/hq/MassTrans/DBE.html>

- Proof of payment made to vendor or copy of the method of payment. Cancelled check or Bank statement showing check number and paid in full.
- Picture(s) of equipment – can be electronic format on CD or portable drive.

Safety and Security Equipment

- Receipt of Equipment Certification, must include equipment description, purchase date, installation date, and verification equipment is in working order
- Manufacturer/Brand Name
- Model Number of equipment (if applicable)
- Serial Number of equipment (if applicable)
- Spreadsheet showing the unit price, discount (if any), sales tax, freight/shipping charges, and total
- Original Vendor Invoice(s)/Acceptance Form
- Detailed Spreadsheet showing the time worked/hourly rate/task for labor, admin, consulting, etc
- Spreadsheet showing the travel expenses (if applicable)/ Receipts for travel expenses (if applicable)
- Manufacturer Warranties/Copy of extended warranties
- Disadvantaged Business Enterprise (DBE) Actual Payment form, available at <http://www.dot.ca.gov/hq/MassTrans/DBE.html>
- Picture(s) of equipment – can be electronic format on CD or portable drive

Mobility Management

- Original invoice billing the State on agency letterhead including the date, invoice number, Standard Agreement number, reimbursement period and amount requesting not to exceed the grant amount
- Copy of Purchase Order including item description, quantity, unit price, discount (if any), sales tax, freight/shipping charges, and total
- Original invoice from the vendor. Invoice should include Invoice #, date, and description (manufacturer, model and serial number) of each product or service item.
- Statement that equipment has been accepted and in working order (can be included in the cover letter or invoice)
- Spreadsheet showing all expenses charged against the grant broken out by description, rate, and hours. All purchases must be supported with vendor invoices, proof of payment and statement of acceptance. All other expenses (travel, training, conferences, etc.) must be supported with receipts
- Disadvantaged Business Enterprise (DBE) Actual Payment form, available at <http://www.dot.ca.gov/hq/MassTrans/DBE.html>
- Proof of payment made to vendor or copy of the method of payment (showing paid in full).