



CONTRACT BETWEEN
THE
GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
AND
THE TOWN OF SCITUATE
FOR TRANSIT SERVICE TO THE ELDERLY AND DISABLED

Agreement this 1st day of July 2014, by and between the Greater Attleboro-Taunton Regional Transit Authority (GATRA) a body politic and corporate of the Commonwealth of Massachusetts, established pursuant to Massachusetts General Laws, Chapter 161B hereinafter referred to as "GATRA", and the Town of Scituate, a duly organized and existing Massachusetts corporation, having a usual place of business in Scituate, Massachusetts, hereinafter referred to as "Contractor".

WITNESSED

WHEREAS, GATRA desires to engage the Contractor to provide service within and between the service area as further described in Exhibit 1 of the Agreement; and

WHEREAS, GATRA has identified a need for the provision of such service for elderly people and persons with disabilities residing in the above noted community; and

NOW, THEREFORE, GATRA and the Contractor in consideration of the mutual covenants and agreements below, do hereby agree as follows:

I. OBLIGATIONS AND AGREEMENTS OF THE TOWN OF SCITUATE
(" Contractor")

- A. The Contractor agrees that all of its drivers shall be duly licensed and have valid medical cards as required by the Commonwealth of Massachusetts, and under the regulations of the Federal Highway Administration. The Contractor further agrees to review the motor vehicle record of each driver it employs to determine whether that driver meets minimum requirements for safe driving or is disqualified to drive a commercial motor vehicle.
- B. The Contractor agrees that all drivers prior to working under this contract shall have successfully completed training in the following: Coaching the Van Driver, wheelchair lift and securement, Safe Transportation of the Public under the ADA, defensive driving, emergency evacuation procedures, bodily fluid spill procedures, cardiopulmonary resuscitation, basic emergency first aid, and drug & alcohol. Further, as required by the Massachusetts Department of Transportation's Mobility Assistance Program, drivers will be retrained: yearly in Coaching the Van Driver, wheelchair lift and securement, cardiopulmonary

resuscitation, and drug & alcohol; every two years in basic emergency first aid; and every three years in Safe Transportation of the Public under the ADA.

- C. The Contractor agrees to only use GATRA owned vehicles for transit purposes as described in Exhibit 1.
- D. The Contractor agrees that it will comply with industry and vehicle manufacturer standards and a preventative maintenance schedule as prescribed by GATRA to maintain in good repair, mechanical condition and working order all vehicles utilized by the Contractor to provide service under this Agreement. Under this contract GATRA is responsible for the regular and preventative maintenance of all GATRA vehicles. This includes all parts, labor and associated costs. The Contractor is responsible to notify GATRA immediately of any deterioration or defect so that these may be corrected.
- E. The Contractor agrees to perform any reasonable physical improvements that may be required to GATRA owned vehicles in order to prepare them for use in said service. Said vehicles must be washed and cleaned thoroughly by the Contractor at least once per week.
- F. The Contractor agrees that it shall immediately report all accidents to the proper authorities, including the GATRA Administrator and will issue written reports concerning such accident to GATRA for its review within 48 hours of such accident.
- G. The Contractor agrees to document and resolve, if possible, any valid service complaints it receives and forward a report of the complaint as well as the resolution to the GATRA administrative office within the calendar month it occurs.
- H. The Contractor agrees that it will maintain ridership and revenue records consistent with requirements set forth by the Commonwealth of Massachusetts and the Federal Transit Administration (FTA), including, but not limited to fulfilling the FTA National Transit Database reporting requirements as required by GATRA. Contractor shall also be responsible for data collection and other service evaluation activities as specified by the GATRA Administrator.
- I. The Contractor agrees to submit invoices to GATRA by the seventh 7th day of the month for eligible services rendered during the previous month of operation in conformance with the costs as outlined in Exhibit 1 of this Agreement and on the form provided.
- J. The Contractor agrees that it will maintain an accounting system for services rendered under this Agreement which is approved by GATRA.

- K. The Contractor understands that GATRA reserves the right to refuse payment of any item purchased over \$500.00 for which the Contractor has failed to obtain three estimates.
- L. The Contractor agrees that liquidated damages as provided in Exhibit 4 of this contract shall be deducted from its compensation due under Section "II" Paragraph A for violations of this contract.
- M. Any disputed costs for service must be appealed to the Advisory Board in writing within five (5) working days of the notice of such disallowance. The appeal will be heard by the Advisory Board at their next monthly meeting. All parties shall be notified by the GATRA Administrator of said appeal hearing within seven (7) days of the scheduled date. The appeal hearing shall be conducted in accordance with the provisions of Chapter 30A, Massachusetts General Laws. All parties will be notified of a decision within (30) days of the appeal hearing.
- N. All revenue received from fares, resulting from operation of this service, shall be the exclusive property of the Contractor, and shall be deducted from operating expenses billed to GATRA.
- O. The Contractor agrees that it shall be wholly liable for all suits, acts of its employees, damages and costs arising from the operation of the service(s) described in Exhibit 1 of this Agreement.
- P. The Contractor agrees to hold harmless, protect, defend and indemnify the Commonwealth of Massachusetts, GATRA and its officers, employees, agents and volunteers, jointly and severally, against all loss and/or damage arising out of the transportation services rendered under this Agreement including cost of defense provided such loss or damage is caused by the negligence of the Contractor.
- Q. Contractor is required to obtain worker's compensation insurance covering all employees of Contractor, as required by the Massachusetts Worker's Compensation Act, as amended.
- R. The Contractor shall obtain and keep in force during the term hereof, appropriate forms of insurance coverage for vehicles that are owned by the Contractor and designated to be operated under this Agreement. All insurance policies shall be by their terms or by specific endorsement designate GATRA as additional insured. GATRA, its employees, officers and Advisory Board shall be named insured under such policies of insurance.

The Contractor agrees to provide satisfactory proof of such insurance to GATRA within 7 days of the execution of this agreement. Prior to the expiration of any insurance, the Contractor shall furnish evidence of renewal to GATRA. Policies shall contain an endorsement providing that written notice shall be given to GATRA at least 30 days prior to termination, cancellation, or reduction in coverage in any policy.

- S. Any deductible not paid by applicable insurance is to be the responsibility of the Contractor and shall be paid by the Contractor as it relates to the vehicles designated herein and to the operation of said vehicles.

II. OBLIGATIONS AND AGREEMENT OF GATRA

- A. GATRA agrees to pay to the Contractor, by the thirtieth (30) day of each calendar month, commencing July 1, 2014 ending June 30, 2015 the amount as specified in the invoice submitted by the Contractor, less fares collected for the previous month of operation and liquidated damages assessed by GATRA. Invoices shall not exceed the budgeted cost for this service as specified in Exhibit 1. Monthly costs are subject to the approval of GATRA. If the Contractor expends funds in excess of such budget amount for the provision of the services contained hereunder, such expenditure must be approved by GATRA in order for Contractor to be entitled to payment.
- B. GATRA agrees to notify the Contractor, in writing, within ten (10) days of the receipt of the monthly cost statement of any disallowed costs and the reason for such disallowance.
- C. GATRA will obtain and keep in force during the term hereof, forms and amounts of insurance coverage for GATRA owned vehicles operated under this agreement as deemed appropriate by GATRA. GATRA will designate the Contractor as additional insured under such policies.
- D. GATRA shall have final authority in determining, from time to time, the types and schedules of service to be provided under this Agreement.
- E. GATRA agrees to notify the Contractor of any changes in service policies, in writing, a minimum of thirty (30) days prior to the planned change(s).
- F. GATRA shall determine the fares to be charged to the general public. GATRA reserves the right to change these fares with a minimum thirty (30) days written notice of such change(s) to the Contractor and subject to any public hearing requirements of GATRA.

- G. GATRA agrees to assume all responsibility for marketing activities related to the service(s) described in Exhibit 1.

III. GENERAL CONDITIONS

- A. Except as provided herein, the parties agree and understand that the Contractor is not an employee or agent of GATRA and is an independent contractor in the performance of its duties hereunder.
- B. In an effort to achieve minimum burden on the Commonwealth, the municipalities constituting GATRA and the Federal government, Contractor agrees to act as an agent for GATRA only in the lease or purchase of goods and services for use in providing the services described in Exhibit 1. Contractor is hereby authorized to utilize GATRA's tax-exempt status to that end.
- C. If any article or section of this Agreement or any exhibit or addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or sections should be restrained by any such tribunal, pending a final determination as to its validity, the remainder of the Agreement or any exhibits or addenda attached hereto shall not be affected thereby.
- D. The failure of GATRA to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the Contractor of any of the provisions hereof, shall not be construed to be a waiver of such provisions, or to affect the validity of this Agreement or any part thereof, or the right of GATRA to thereafter enforce each and every such provision.
- E. The parties recognize and agree that Exhibits 1, 2, 3, and 4 attached hereto are incorporated herein by reference and made a part of this contract.
- F. GATRA receives funds from the Federal Transit Administration (FTA). As a condition to the agreement, the Contractor agrees that it will comply with the Federal Administration Required Clauses.

IV. FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

- A. Drug and Alcohol Testing – The Contractor agrees to comply with the provisions of the following programs: U.S. DOT regulations “Drug Free workplace Requirements”, 49 C.F.R. Part 29, Subpart F, FTA regulations, “Prevention of Prohibited Drug Use in Transit Operations”, 49 C.F.R. Part 655 and FTA regulations, “Prevention of Alcohol Misuse in Transit Operations”, and 49 C.F.R.

Part 40 "Procedures for Transportation Workplace Drug and alcohol Testing Procedures", as amended.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the Commonwealth of Massachusetts, or GATRA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before July 31st of each year and to submit the Management Information System (MIS) reports before February 15th of each year to GATRA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register and will be supplied by GATRA to the Contractor.

- B. Charter Service - The contractor agrees to comply with 49 U.S.C. 5323(d), as amended by MAP-21, and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- C. School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and (g), as amended by MAP-21, and FTA regulations 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- D. Energy Conservation - The contractor agrees 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.
- E. Clean Water/Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq and the Clean Air Act, as

amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- F. Privacy Act - The Contractor agrees to comply with, and assures compliance of its employees with, the provisions of the Privacy Act when work performed under this contract may involve the design, development or operation of a system of records on behalf of the Federal Government. For purposes of the Privacy Act, when the contract involves the operation of a system of records on individuals to accomplish a Government function, GATRA and the Contractor and any of their employees are considered to be an employee of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violation of the Act. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.
- G. Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. §5301(d) which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.
- H. Disadvantaged Business Enterprises - GATRA has adopted a Disadvantaged Business Enterprise (DBE) Policy in accordance with Federal regulations issued by the U.S. Department of Transportation (49 CFR Part 23). This policy provides that Disadvantaged Business Enterprises (DBEs) will be afforded every

practicable opportunity to participate in the performance of contracts relating to GATRA's construction, procurement and professional service activities.

In the performance of this Agreement, the Contractor shall cooperate with GATRA in meeting commitments and goals with regard to the maximum utilization of DBEs.

I. Civil Rights Requirements

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, as amended by MAP-21, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, as amended by MAP-21, 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. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, as amended by MAP-21, the Contractor agrees to refrain from

discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment 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.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

J. Termination

Termination for convenience: GATRA may terminate this contract, in whole or in part at any time by written notice to the Contractor when it is in the Government's best interest as determined by GATRA in its sole and exclusive discretion. The contractor shall be paid its costs associated with work performed up to time of termination. The Contractor shall promptly submit its termination claim to GATRA to be paid the Contractor. If the Contractor has any property in its possession belonging to GATRA, the Contractor will account for the same, and deliver it in the manner GATRA directs.

Termination – Without Cause: Either party to this Contract shall have the right to terminate this Contract without cause during said term provided that either party notify the other of such desire by 45-day notice in writing.

Termination for Cause: If the Contractor fails to perform the services described in Exhibit 1, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, GATRA may terminate this contract for cause. GATRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of any default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of GATRA equipment, the Contractor shall, upon direction of GATRA, protect and preserve the equipment until surrendered to GATRA or its agent. The Contractor and GATRA shall agree on payment for the preservation and protection of equipment. Failure to agree on amount will be resolved under the Dispute Clause.

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

Opportunity to Cure: GATRA may, at its sole discretion, in the case of a termination for cause, allow the Contractor up to thirty (30) days in which to cure any breach or default under this Contract. The notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to GATRA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within thirty (30) days after receipt by Contractor of written notice from GATRA setting forth the nature of said breach or default then GATRA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for breach or default shall not in any way operate to preclude GATRA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

- K. Access to Records and Reports – The following access to records requirements apply to this Contract:
- a. Whereas GATRA is a body politic and corporate and a political subdivision of the Commonwealth and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R.18.36 (I), the Contractor agrees to provide GATRA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - b. The Contractor agrees to permit any of the foregoing parties mentioned in subparagraph K a., above, to reproduce by any means whatsoever or to copy excerpts and transcriptions of any and all business records of the Contractor as deemed reasonably necessary by the requesting party.

- c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I)(11).
- L. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between GATRA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
- M. No Obligation by the Federal Government – GATRA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to GATRA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- N. Program Fraud and False or Fraudulent Statements - 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 the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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.

O. Transit Employee Protective Agreements

a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. ' 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. ' 5311. Alternate provisions for those projects are set forth in subsections of this clause below.

b. Transit Employee Protective Requirements for Projects authorized by 49 U.S.C. ' 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. ' 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. ' 5333(b) are necessary or appropriate for the state and the public body sub recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. ' 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection

with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. Transit Employee Protective Requirements for Projects - Authorized by 49 U.S.C. ' 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. ' 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

P. Incorporation of Federal Transit Administration Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any GATRA requests which would cause GATRA to be in violation of the FTA terms and conditions.

Contract Term - It is agreed and understood by and between the parties hereto that service as covered by this contract commenced July 1, 2014 as herein set forth notwithstanding the fact that the Agreement has been executed by the parties subsequent to July 1, 2014 and all services called for by this Agreement shall terminate at midnight on June 30, 2015.

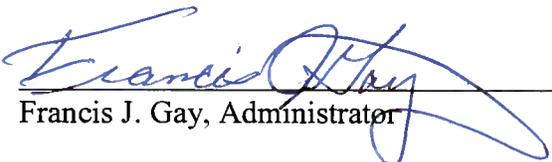
IN WITNESS WHEREOF, the parties duly authorized have hereunto set their hands and seals the day and year first above written.

TOWN OF SCITUATE

GREATER ATTLEBORO-TAUNTON
REGIONAL TRANSIT AUTHORITY



TOWN ADMINISTRATOR
(Title)



Francis J. Gay, Administrator

EXHIBIT 1

ELDERLY AND DISABLED SERVICE
Term of Contract - From 7/1/14 to 6/30/15

Community: Scituate, Operated by Scituate Council on Aging

Number of Elderly in Community: 3,550

Service Characteristics: Dial-a-Ride Van Service; 24-Hour advance registration

Number/Type Vehicles: (1) 2008 Ford Ecovan VIN# 1FTN5246Y78DB59869
(1) 2008 Ford Ecovan VIN# 1FTSS34128DA39539
(1) 2012 Ford Cutvan VIN# 1FDEE3FS3CDA29244

Days/Week: Monday-Friday 8:30 AM-4:40 PM (with extended service as needed)

Estimated Trips/Month: _____

Estimated Unduplicated Riders/Month: _____

BUDGET:

<u>Administration</u>	<u>Drivers</u>	<u>Vehicles</u>
Director \$ <u>5,600.</u>	Wages \$ <u>28,000.</u>	Rental/Lease \$ _____
Dispatcher \$ <u>27,500.</u>	Fringes \$ <u>1,400.</u>	Radio Rental \$ _____
Telephone \$ _____		Lease
Supplies \$ <u>100.</u>		Depreciation \$ _____
Other \$ <u>24,300.</u>		Gasoline \$ <u>8,600.</u>
(Explain) Misc. Expenses		Maintenance/
Long Distance Medical Service		Repair \$ <u>2,500.</u>
By Contractor		Insurance \$ <u>3,000.</u>
Cleaning Vans 3X month		Garaging \$ _____
		TOTAL COST \$ <u>101,000.</u>

Contractor's Responsible Official:

Responsible Local Official:

NAME: Linda Hayes

NAME: Patricia Vinchesi

POSITION: Director, Council on Aging

POSITION: Town Administrator

ADDRESS: 27 Brook Street
Scituate, MA 02066

ADDRESS: 600 Chief Justice Cushing Highway
Scituate, MA 02066

PHONE: (781) 545-8722

PHONE: (781) 545-8741

EXHIBIT 2

DIRECTIONS FOR COMPLETING OPERATING DATA REQUIREMENTS FOR GATRA

I. Forms to be maintained:

1. Daily Passenger Log
2. Monthly Service Summary
3. Vehicle Trip Survey
4. Passenger Inventory Card File (optional)
5. Requisition for Reimbursement (form for billing)
6. Weekly Time Sheets (where applicable)

The following information will assist you in completing the forms required for Elderly and Disabled van service. The monthly service summary form should be completed and sent to the Authority with the Requisition for Reimbursement for that month of operation.

If you have any questions about any of the forms and your requirements to complete this system, please contact GATRA.

II. The Daily Passenger Log

A. DISPATCHER - When a client calls to schedule a ride, the dispatcher enters:

1. Scheduled pick-up time
2. Passenger name
3. Pick-up address
4. Destination address
5. Revenue Collected
6. Wheelchair Lift, if necessary

The dispatcher then gives a copy of the log to the driver for that day's use.

B. DRIVER - At the start of the day, the driver enters the following: (1) date, vehicle number, and his/her name on the daily log; (2) starting time and starting odometer reading in the box on the daily log.

Under "Remarks" he/she records any:

1. No-shows (passenger doesn't show up for a trip)
2. Missed trips (driver doesn't show up for a trip)

At the end of the day, driver notes finish time and odometer reading. Using the start time and finish time he/she calculates the total number of hours the van was operated during the day. He/she returns the completed log to the dispatcher.

C. DISPATCHER -

1. Under "Revenue" please record:
 - a) Agency involved, if any
 - b) Passenger fare collected, if any

2. Under "Remarks" please record:
 - a) Number of canceled trips
 - b) Number of trips missed by driver
 - c) Breakdowns, accidents, etc.

III. The Monthly Service Summary

Using the information compiled on the daily passenger log, the dispatcher should transfer daily totals to the monthly service summary log every day.

1. Total Revenue - total money collected through fares charged.
2. Total Passengers - number of riders for that day of operation.
3. Total Vehicle Mileage - The odometer reading for the day.
4. Total Vehicle Time - This is the driver's calculation for Total Time.
5. Total Fuel Usage – Gallons of Diesel or Gas used for service
6. Vehicle Breakdowns - Report any operational problems encountered with the vehicle(s) during the month.

At the end of the month, total all columns. This should then be submitted with the Requisition for Reimbursement form.

IV. Vehicle Trip Survey

When required surveys should be filled out on the required day of the week and sent to SRPEDD.

- A. DRIVER - When passengers board the van, the driver enters:
 1. Survey Date
 2. Day of Week
 3. Vehicle Number
 4. Vehicle Seated Capacity
 5. Number of Passengers
 6. Pick-up Address
 7. Pick-up Odometer Reading
 8. Drop-off Address (es)
 9. Drop-off Odometer Reading
 10. Trip Distance
 11. Passenger Miles

DEFINITIONS (for Elderly and Disabled Services):

Advanced Reservations	A trip arranged at least the day before.
Ambulatory	Any person able to board a vehicle without the use of a ramp or lift.
Elderly	Any person 60 years of age or older.
Group Trip	A one-way trip carrying more than one passenger leaving from the same address and arriving at the same destination.
Immediate Response	A trip called in on the same day as scheduled.

Non-ambulatory Non-elderly	Any person who must use the lift or the ramp to board the vehicle. Any person under the age determined by the transit authority to be eligible to use the transit service.
Non-group Trip	Individual trips by passengers, including passengers boarding at different addresses and arriving at the same destination; and passengers boarding at the same address and arriving at different destinations.
Passenger Trip	A one-way trip taken by a passenger. A round-trip is two passenger trips.
Revenue Hours	The number of miles the vehicle is driven while carrying any number of passengers. A vehicle carrying five passengers for sixty minutes has been in service for one revenue hour.
Revenue Miles	The number of miles the vehicle is driven while carrying any number of passengers.
Subscription	A trip scheduled on a regular daily or weekly basis by an individual or group.
Passenger Mileage	The number of miles a passenger was on board. Two passengers, riding together for 5 miles are 10 passenger trip miles.
Vehicle Hours	The time that the vehicle leaves for its first trip in the morning until it returns from its last trip at night.
Vehicle Miles	The number of miles the vehicle is driven as recorded on its odometer.

REQUISITION FOR REIMBURSEMENT

Service: Scituate DAR

Operator: Scituate Council on Aging

Month: _____

Date: _____

		Vehicle Operations DAR OP DAR SCI	Vehicle Maint DAR VM DAR SCI	General Admin DAR AD DAR SCI	TOTAL EXPENSES
LABOR					
Operator Salaries & Wages	50000	 	 	 	
Other Salaries & Wages	51000	 	 	 	
FRINGE BENEFITS	52000	 	 	 	
SERVICES:					
Purchased Transportation	65100	 	 	 	
MATERIALS & SUPPLIES					
Fuel & Lubricants	61000	 	 	 	
Tires & Tubes	61100	 	 	 	
Other Materials & Supplies	61200	 	 	 	
Insurance Expense	63000	 	 	 	
MISCELLANEOUS EXPENSE					
Office Supplies & Expense	66000	 	 	 	
TOTAL EXPENSES					
FAREBOX RECEIPTS	30000	 	 	 	
TOTAL PAYABLE					

EXHIBIT 4

CONTRACT WITH GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY LIQUIDATED DAMAGES

It is agreed between the parties that damages for breach of certain provisions of this Contract would be difficult to ascertain and that liquidated damages should be employed to compensate the Authority for damages caused by such breaches. It is also agreed between the parties that this contract shall continue until terminated according to the appropriate provisions of the contract and that employment of this liquidated damage provision of itself shall not be grounds for termination of this Contract.

Liquidated Damages are as follows:

1. FAILURE TO WASH AND CLEAN VEHICLE EACH WEEK:

Twenty-five and 00/100 (\$25.00) Dollars per breach.

2. FAILURE TO AFFIX AUTHORITY'S LOGO:

Twenty-five and 00/100 (\$25.00) Dollars per breach.

3. FAILURE TO SUBMIT REPORTS UNDER SECTION I, PARAGRAPH "I"
AND "O":

Twenty-five and 00/100 (\$25.00) Dollars damage for each report not submitted on a timely basis, or if the submitted report is inaccurate or if the submitted report is incomplete, provided that the total failure to provide reports is a substantial breach of contract for which the Authority may terminate contract.

4. FAILURE TO REPORT MOTOR VEHICLE ACCIDENTS ON A TIMELY
BASIS IN ACCORDANCE WITH SECTION I, PARAGRAPH "M":

One hundred and 00/100 (\$100.00) Dollars per breach.

5. FAILURE TO REPORT OPERATIONAL PROBLEMS UNDER SECTION I,
PARAGRAPH "N":

One hundred and 00/100 (\$100.00) Dollars per breach. This amount will be deducted if services are not provided for any one day as described in Exhibit 1. Missed trips due to mechanical failure will not be assessed a penalty. However, if eight or more missed trips occur in any calendar month due to mechanical or other operational failure, a damage claim of twenty-five and 00/100 (\$25.00) Dollars will be assessed by the Authority. Repeated failures by the Contractor to perform the service as described in Exhibit 1 will result in termination of the contract under Section III, Paragraph "J".

Breakdown of Uptick in GATRA Budget:

	NOW	PREVIOUS	DIFF
Dir Sal	5,600.00	3,450.00	2,150.00
Disp Sal	27,500.00	19,875.00	7,625.00
Supplies	100.00	75.00	25.00
Other	24,300.00	18,225.00	6,075.00
Dri Wag	28,000.00	19,500.00	8,500.00
Dri Fring	1,400.00	1,050.00	350.00
Gas	8,600.00	5,700.00	2,900.00
Maint	2,500.00	1,875.00	625.00
Insur	3,000.00	2,250.00	750.00
TOTALS	101,000.00	72,000.00	29,000.00

Extra Grant \$ from state;

Coordinator applied \$ where felt increases have generally gone,
based on past spending (could reapply elsewhere)

71k in Cherry sheet assessment;

101k fm FY15 Operating Budget for GATRA

Service provided a little extra Grant \$

EXHIBIT 1

ELDERLY AND DISABLED SERVICE
Term of Contract - From 10/1/13 to 6/30/14

Community: Scituate, Operated by Scituate Council on Aging

Number of Elderly in Community: 3,550

Service Characteristics: Dial-a-Ride Van Service; 24-Hour advance registration

Number/Type Vehicles: (1) 2008 Ford Ecovan VIN# 1FTN5246Y78DB59869
(1) 2008 Ford Ecovan VIN# 1FTSS34128DA39539
(1) 2012 Ford Cutvan VIN# 1FDEE3FS3CDA29244

Days/Week: Monday-Friday 8:30 AM-4:40 PM (with extended service as needed)

Estimated Trips/Month: _____

Estimated Unduplicated Riders/Month: _____

BUDGET:

<u>Administration</u>	<u>Drivers</u>	<u>Payroll</u>	<u>Sheet</u>	<u>Vehicles</u>	
- Director	\$ 3,450. - 287.50	Wages	\$ 19,500.	Rental/Lease	\$ _____
- Dispatcher	\$ 19,875. - 1664.58	Fringes	\$ 1,050.	Radio Rental	\$ _____
Telephone	\$ _____		87.50	Lease	
25 Supplies	\$ 75. - 6.25			Depreciation	\$ _____
Other	\$ 18,225. -			Gasoline	\$ 5,700. - Bills -
(Explain)	Misc. Expenses			Maintenance/	
	Long Distance Medical Service			Repair	\$ 1,875. - Bills -
	By Contractor			Insurance	\$ 2,250. - 187.50 -
	Cleaning Vans 3X month			Garaging	\$ _____
				TOTAL COST	\$72,000.

Contractor's Responsible Official:

Responsible Local Official:

NAME: Florence Choate

NAME: Patricia Vinchesi

POSITION: Director, Council on Aging

POSITION: Town Administrator

ADDRESS: 27 Brook Street
Scituate, MA 02066

ADDRESS: 600 Chief Justice Cushing Highway
Scituate, MA 02066

PHONE: (781) 545-8722

PHONE: (781) 545-8741

71k in Cherry street
assessment grant
Extra \$ -

GA

101k for FY15 Operating B for Gatra
~~which for Cherry street~~
for Saturated

Service provided

a little extra,
Grant \$

Applied \$
where
she felt
increases
have gone

Could re-apply
elsewhere

Gas