

CONTRACT AGREEMENT

between

Contractor

Street Address

City, CA ZIP Code

(hereinafter "Contractor")

Contract No.: 16-FSP-01

and

Sacramento Transportation Authority

431 I Street, Suite 106

Sacramento, CA 95814

(hereinafter "Authority")

Term: July 1, 2016–June 30, 2020

for

FREEWAY SERVICE PATROL SERVICES

on

Beat 3 — U.S. Highway 50: Jefferson Blvd. to Bradshaw Road
Beat 4 — U.S. Highway 50: Junction with Route 51/99 to Scott Road

This Agreement is made and entered into as of this _____ day of January 2016 by and between the SACRAMENTO TRANSPORTATION AUTHORITY (hereinafter "Authority") and _____ (hereinafter "Contractor").

RECITALS

WHEREAS, the Authority, a California local transportation authority, exists under the authority of Section 180000 et seq. of the California Public Utilities Code;

WHEREAS, the Authority requires the services of a Contractor to provide the Freeway Service Patrol (FSP) services described in the Scope of Services;

WHEREAS, the Authority has determined that Contractor is lowest responsible bidder to perform the required services;

WHEREAS, Contractor is able and willing to perform the required services under the terms and conditions of this Contract;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1.0 SCOPE OF SERVICES AND STANDARD OPERATING PROCEDURES

Contractor will perform Freeway Service Patrol (FSP) services as set forth in the Scope of Services of this Contract and the California Highway Patrol's FSP Standard Operating Procedures Manual, dated October 2014 (or later).

2.0 PERIOD OF PERFORMANCE

The period of performance shall be from July 1, 2016 through June 30, 2020. Authority and Contractor may execute a single, one (1) year extension of the Contract period based on satisfactory performance of the Contract services.

3.0 PAYMENT

- A. Subject to the provisions set forth below for services satisfactorily performed hereunder, Authority shall pay Contractor on an all-inclusive hourly rate basis.
- B. Authority shall not be obligated to pay costs that exceed the hourly rate as proposed herein.
- C. For its performance of services, Contractor shall be paid at the rate specified below.

FSP Services, per patrolling tow truck Hourly Rate: \$ ____.

FSP Services, per patrolling service truck Hourly Rate: \$ ____.

- D. Fuel Cost Adjustment. The normal range of the price of fuel for the purposes of this Contract is \$2.50 to \$3.50 per gallon of diesel. In the event the average retail price for diesel fuel in Northern California falls below \$2.50 per gallon or rises above \$3.50 per gallon, a fuel cost adjustment (FCA) shall be calculated into the hourly rate of compensation on a bi-monthly basis as follows:

In billing periods where the average price of diesel fuel is above \$3.50/gallon:

$$(A - \$3.50) * 3.25 = \text{FCA } \underline{\text{added}} \text{ to hourly rate specified above}$$

In months where the average price of diesel fuel is below \$2.50/gallon:

$$(\$2.50 - A) * 3.25 = \text{FCA } \underline{\text{subtracted}} \text{ from hourly rate specified above}$$

where A is the average monthly cash price for diesel fuel in Northern California, as reported weekly by the California Energy Commission and 3.25 is a factor approximating the average number of gallons of fuel consumed or used per hour of operation for one (1) truck.

- E. Overtime. Overtime hours of service, defined as service outside of the normal hours of this contracted specified in Section 9.1 of the Scope of Services shall be subject to prior approval by CHP and/or Caltrans. CHP shall document all extended hours requests in writing. Overtime shall be reimbursed at the hourly rate specified in Section 1.0(C) plus 62 percent of the minimum wage specified in Section 2.6 of the Scope of Services and paid in quarter-hour increments.
- F. Special Compensation Rate. Construction FSP, back-up coverage, and extended or special FSP as defined in Section 7.0 shall be paid at the overtime hourly rate specified in Section 3.0(E).
- G. The compensation set forth above will cover and include all applicable labor surcharges such as taxes, insurance, and fringe benefits, as well as equipment, supplies, tools, indirect costs, overhead, general and administrative expenses, and profit.
- H. Authority shall pay Contractor for the services satisfactorily performed hereunder an amount as calculated above and invoiced to the Authority not more often than bi-monthly. All invoices shall be submitted to Authority and be supported by documentation from CHP dispatch, completed timesheets or other proof as may be reasonably required by Authority. Payment of the approved portion of such invoice shall be made to Contractor by Authority within thirty (30) calendar days following receipt. Errors in billing will be resolved by CHP, Authority, Caltrans and/or Contractor within ten (10) working days of receipt of invoice.
- I. Records and Audit. Contractor shall permit authorized representatives of Authority and any other applicable government agency to inspect and audit all records of Contractor relating to its performance under this Contract from date of Contract through and until expiration of three (3) years after completion of Contract. For purposes of audit, the date of completion of the Contract shall be the date of Authority's payment for Contractor's final billing (so noted on the invoice) under this Contract, or a period of ninety (90) days from the date of Authority's Notice of Final Acceptance.

- J. Contractor shall not be compensated for any hours not worked, such as when the FSP driver is late coming on-shift or leaves the shift early, or when an FSP vehicle is removed from service and a suitable back-up vehicle is not deployed.
- K. Fines. Contractor shall be fined at the hourly Contract rate whenever a contracted FSP truck is not in service during scheduled work hours, removed from service or is otherwise unavailable for service and no suitable back-up truck is deployed. Fines for other violations are listed in Section 8 of the Scope of Services and shall also be subtracted from Contractor's payments.
- L. Performance Deposit. Contractor shall submit a performance deposit of \$5,000 to Authority within 10 (ten) days of Contract execution. Authority shall deposit performance deposit into an interest bearing account. At the expiration of the Contract, the performance deposit, plus any accrued interest, will be returned to Contractor less any charges for Authority-issued equipment or materials which was lost or damaged or not otherwise returned plus any outstanding fines or penalties. If Contractor defaults prior to the completion of the Contract, the entire performance deposit shall be forfeited to the Authority as liquidated damages.

4.0 AUTHORITY REPRESENTATIVES

Norman Hom shall be the Authority's designated representative for the Contract. Representative shall manage all technical aspects related to the performance of this Contract. Contractor shall make such oral or written reports to Authority's Representative as he may request in addition to those specifically required elsewhere by this Contract. Jennifer Doll shall be the alternate representative.

5.0 TERMINATION

A. Termination by Authority

1. Authority may, by thirty (30) days' advance written notice to Contractor, terminate this Contract in whole or in part at any time, either for Authority's convenience or because of the failure of Contractor to fulfill its Contract obligations. Upon receipt of such notice, Contractor shall immediately discontinue all services and deliver to Authority all records relating to services provided before termination.
2. If the termination is for the convenience of Authority, Authority shall pay Contractor the allowable costs incurred prior to effective date of termination.
3. If the termination is due to the failure of Contractor to fulfill its Contract obligations, Authority may award a contract to a back-up contractor. In such case, Contractor shall be liable to the Authority for any reasonable cost or damages occasioned to the Authority thereby. Termination under this provision will be considered an adverse action against Contractor that may be considered in future FSP contract procurements.
4. If, after the notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Authority. In such event, adjustment shall be made as provided in Section A.2 of this Article.

5. The rights and remedies of the parties provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.
6. Contractor, in executing this Contract, shall be deemed to have waived any and all claims for damages in the event of Authority's termination for convenience as provided in paragraph B of this Article.

B. Termination by Contractor

1. Contractor may, with minimum 60 days written notice to Authority, terminate this Contract in whole or in part. Upon termination, Contractor shall immediately discontinue all affected services and deliver to Authority all records relating to services provided before termination.
2. If the entire Contract is terminated by Contractor, Contractor shall forfeit any and all performance guaranties remaining on deposit with the Authority.
3. Authority may award remaining term of contracted work to another FSP contractor already under contract with Authority under the same terms of this Contract, or may solicit new low bids for a replacement contract, whichever is determined to best meet the immediate and long-term needs of the Authority and the local commuting public.
4. Termination by contractor will be considered an adverse action that will disqualify contractor from all FSP contract procurements occurring in the sixty (60) months immediately following termination.

6.0 INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (Form CG 001)
2. Insurance Services Office form CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto)
3. Employer's Liability Insurance
4. On-Hook Insurance
5. Umbrella Insurance
6. Workers' Compensation insurance as required by the State of California, with a Waiver of Subrogation endorsement in favor of STA

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/ location or the general aggregate limit shall be twice the required occurrence limit.
2. Owned, Non-Owned, and Hired Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. On-Hook:

<u>Gross Weight #</u>	<u>Minimum Coverage Per Accident</u>
10,000 - 20,000	\$ 100,000
5. Umbrella Insurance: \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
6. Workers' Compensation insurance as required by the State of California, with a Waiver of Subrogation endorsement in favor of STA.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority and its subsidiaries, officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions

The general liability and automobile liability are to contain, or be endorsed to contain, the following provisions:

1. Authority, CHP, Caltrans, State of California, and their officials, employees and volunteers are to be covered as insureds as respects:
 - a. Liability arising out of activities performed by or on behalf of the Contractor;
 - b. Products and completed operations of the Contractor;
 - c. Premises owned, occupied or used by the Contractor;
 - d. Automobiles owned, leased, hired, or borrowed by the Contractor.

The coverage shall contain no special limitations on the scope of the protection afforded to Authority, its subsidiaries, officers, officials, employees, or volunteers.

2. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the Authority, its subsidiaries, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Authority, its subsidiaries, officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Authority, its subsidiaries, officers, officials, employees, or volunteers.
4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Authority and its subsidiaries.

E. Acceptability of Insurers

All insurance, with the exception of workers' compensation coverage, is to be placed with insurers currently admitted in California, with a current A.M. Best's rating no less than A. Workers' compensation coverage is to be placed with insurers currently admitted in California.

F. Verification of Coverage

Contractor shall furnish Authority with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms approved by Authority. All endorsements are to be received and approved by Authority before work commences. Authority may at any time request written verification that insurance coverage is being maintained.

G. Liability and Indemnification

Contractor shall indemnify, hold harmless and defend Authority, CHP, Caltrans, State of California, Sacramento Area Council of Governments, Central Valley Service Authority for Freeway Emergencies, and their officers, officials, by law, from and against all liability, claims, losses, actions, and expenses (including attorney's fees) on account of bodily injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of Authority) arising out of or resulting from the acts or omissions to act of Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone of whose acts any of them are liable in the performance of the Work, whether occurring during the course of the Contract or after its completion, unless caused solely by the negligence or willful misconduct of the parties to be indemnified.

This indemnity shall survive termination of the Contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which Authority may have under the

law. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, Authority may in its sole discretion reserve, retain, or apply any monies due to Contractor under the Contract for the purpose of resolving such claims, provided, however, that Authority may release such funds if Contractor provides Authority with reasonable assurance of protection of Authority's interests. Authority shall in its sole discretion determine whether such assurances are reasonable.

Claims against the parties to be indemnified, by any employee of Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not limit Contractor's indemnification obligation, set forth above, in any way, by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts or insurances.

7.0 REVISIONS IN SCOPE OF SERVICES

Authority may, from time to time, make changes in the Scope of Services of this Contract through a Change Order. A Change Order shall not modify the overall purpose of this Contract. Revisions in Scope of Services may include, but is not limited to, adding:

- A. **Construction FSP.** Construction FSP coverage is for the purposes of mitigating traffic congestion during highway construction projects within the Contractor's regular FSP beat boundaries or immediately adjacent areas where the traffic flow may be significantly affected by the highway construction, as ordered by the California Department of Transportation (Caltrans). Construction FSP is compensated at the overtime hourly rate specified in Section 3.0(E).
- B. **Extended or Special Coverage.** Extended coverage or special FSP coverage is for the purpose of mitigating potential or realized traffic congestion due to special events, emergencies or other out-of-the-ordinary circumstances within the Contractor's regular beat boundaries. Extended or special coverage is compensated at the overtime hourly rate specified in Section 3.0(E).
- C. **Back-Up Coverage.** Back-up coverage is defined as providing backup service for other FSP tow contractors in the SacMetro FSP program that are temporarily unable to fulfill their contracted service obligations. Back-up coverage is compensated at the overtime hourly rate specified in Section 3.0(E).
- D. **Extra Work.** Extra work is defined as any work that is not otherwise defined or contained in this Contract; is determined by the Authority to be necessary; and bears a reasonable relation to the work originally described in the Contract. Extra work is compensated at the standard hourly rate specified in Section 3.0(C) or at the overtime hourly rate specified in Section 3.0(E), depending on the unique circumstances of each extra work situation and as determined by Authority.

Upon receipt of a Change Order approved by Authority, Contractor shall continue performance of the Scope of Services as changed. Changes in the Scope of Services and equitable adjustments in compensation and schedule shall be incorporated in written amendments to this Contract either prior to or subsequent to Authority's issuance of a Change Order.

8.0 VIOLATIONS AND PENALTIES

- A. Standards. The SacMetro FSP program upholds high standards for professionalism, performance, appearance and conduct. Truck operators, being in direct contact with motorists, are the most-visible representatives of SacMetro FSP to the public. In order to enforce the program's high standards, an objective system of violations and penalties has been established in Chapter 12 of the FSP Standard Operating Procedures Manual (SOP), dated October 2014, and Section 8 of the Scope of Services.
- B. Notice of Violation. When a violation occurs, CHP and/or Authority shall issue a violation notice to Contractor, and to truck operator, if applicable. The violation notice shall indicate the type of and details of the violation. The Authority shall notify Contractor of disciplinary action to be taken on the truck operator and of any penalties imposed on the Contractor.
- C. Contractor Penalties. As the employer, Contractor is responsible for its truck operators. Violations incurred by truck operators, as well as by the Contractor, shall result in penalties assessed to Contractor in the form of monetary fines which shall be subtracted from Contractor payments. The Fine Schedule is contained in Section 8.5 of the Scope of Services.
- D. Repeated Violations. The purpose of fines and penalties is to get the Contractor to correct violations and to take proactive steps to prevent all violations. A pattern of repeated instances of the same violation by the same truck operators, or an increasing sum total of different outstanding or uncorrected violations will result in increased fines or termination of Contract.
- E. Appeals. Contractor may appeal any violation notice, penalty/fines, truck operator disciplinary suspension or Contract termination if Contractor can demonstrate that the determination of violation was made in error, or if Contractor can cite special or extenuating circumstances not the fault of the Contractor or the truck operator involved that should be considered.
 - 1. Process. Contractor may request an appeal of any penalty or termination of Contract by submitting a completed Request for Appeal available from Authority within ten (10) business days from the date of the Notice of Violation or Contract termination. Appeals regarding disqualification of truck operators from FSP must be submitted by the Contractor (not the FSP truck operator) within five (5) business days from disqualification.
 - 2. Review and Determination. The FSP Technical Advisory Committee (TAC), consisting of staff from Authority, CHP, and other FSP agencies in the Sacramento region, shall review appeal requests for merit and new information and render a determination and notify contractor within ten (10) business days of the appeal. Where an FSP truck operator is disqualified and the disqualification is related to a criminal conviction, the decision on the appeal will be made solely by CHP due to confidentiality of criminal histories.
 - 3. FSP Involvement During and After Appeal. In the period between a FSP truck operator suspension or disqualification and the determination on an appeal request, the FSP truck operator may not be involved in any manner with FSP. In the event the FSP truck operator disqualification is upheld after review of the appeal, the operator shall be indefinitely barred from participating in all FSP programs within CHP's Valley Division.

9.0 EQUAL EMPLOYMENT OPPORTUNITY/FAIR EMPLOYMENT & HOUSING ACT

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulation. Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations."
- B. Compliance with FEHA. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into the Contract by reference and made a part hereof as if set forth in full.
- C. Nondiscrimination. Contractor, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- D. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- E. Information and Reports. Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities a may be determined by the Authority to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the Authority, and shall set forth what efforts it has made to obtain the information.
- F. Sanctions for Noncompliance. In the event of noncompliance by Contractor with the nondiscrimination provisions of this Agreement, the Authority shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - I. Withholding of payments to Contractor under this Agreement until Contractor complies
 - II. Cancellation, termination, or suspension of the Agreement, in whole or in part.

- G. Incorporation of Provisions. Contractor shall include the provisions of subsections A through F, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request the Authority to enter such litigation to protect the interests of the Authority.

10.0 DRUG FREE POLICY

Contractor shall provide a drug free workplace by adopting a drug free workplace policy as set forth in Attachment A.

11.0 PROHIBITED ACTIONS

- A. Contractor agrees that it shall not bring under employment a truck operator previously employed by another FSP contractor in Sacramento, Yolo, Placer or El Dorado Counties for the purposes of performing FSP duties until after ten (10) days of his/her final separation of service from the other FSP contractor. The exceptions to this rule are:
 - I. Where the term of an FSP contract has ended or was terminated—either by the contractor or the Authority—Contractor may immediately hire its former employees.
 - II. The employee leaves their current employer in good standing and there is a mutual understanding between the releasing and acquiring contractors.

The purpose of this provision is to promote stability in the FSP program and within and between the tow companies providing FSP services in the region.

- B. Contractor shall not perform vehicle recoveries of any kind except in rare and unusual circumstances at the direction of CHP or other peace officer(s) on scene.

12.0 PROHIBITED INTERESTS

- A. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability.
- B. Contractor agrees that, for the term of this Contract, no member, officer, or employee of Authority or of a local public agency during his/her employment and for one (1) year thereafter, or member or delegate to the Congress of the United States, shall have any interest, direct or indirect, in this Contract, or to any benefit arising thereof.

- C. The employment by Contractor of personnel on the payroll of the Authority will not be permitted in the execution of this Contract, even though such employment may be outside of the employee's regular working hours. Further, the employment by the Contractor of personnel who have been on the Authority payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing this or related contract with Authority, is also prohibited.

13.0 NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this Contract or changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Sacramento Transportation Authority
431 I Street, Suite 106
Sacramento, CA 95814
Attn: Norman Hom

Contractor
Street Address
City, CA ZIP Code
Attn: Contact Person

14.0 COMPLIANCE WITH LAW

Contractor shall familiarize him/herself with and perform the work required under this Contract in conformity with requirements and standards of Authority, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by work under this Contract. Contractor shall also comply with all Federal, California, and local laws and ordinances applicable to any of the work involved in this Contract. This includes but is not limited to compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, Environmental Protection Agency regulations, and the State of California's Energy Policy and Conservation Act.

15.0 DISPUTES

In the event of a disagreement or dispute arising between the parties under this Contract, Authority shall, upon its own initiative or promptly upon the written request of Contractor, make a determination thereof and such determination shall be complied with pending judicial determination of the dispute. Pending final resolution of any dispute hereunder, Contractor shall continue diligently to perform the services under this Contract and in accordance with the Authority's decision or position concerning the disputed matter.

Damage Disputes. Upon receiving a damage complaint from a motorist that Contractor damaged his/her vehicle while lending assistance, Contractor shall immediately notify CHP verbally and provide a follow-up written statement from the involved operator within three (3) working days. Contractor must also notify CHP in writing within three (3) working days regarding the nature of the damage complaint and its disposition. Contractor shall reply to the motorist by telephone within 24 hours of receiving the damage complaint notification. If necessary, Contractor shall send his/her authorized representative and/or insurance company representative to inspect the subject vehicle and complete an incident report within 48 hours after receiving the damage complaint.

If the investigation shows that the damage to the vehicle could have been caused by Contractor, Contractor shall negotiate in good faith to try and resolve the issue and shall report in writing to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after being received.

16.0 GOVERNING LAW

The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

17.0 ENTIRE AGREEMENT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between Authority and Contractor and supersedes any prior representations, understanding, communications, commitments, agreements, and proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date shown below, but effective on the date first hereinabove written.

CONTRACTOR

SACRAMENTO TRANSPORTATION AUTHORITY

Name, Title

Brian Williams, Executive Director

Date

Date

Approved as to form:

William Burke, Authority Counsel

SCOPE OF SERVICES

1. GENERAL DESCRIPTION OF SERVICE

The Sacramento Transportation Authority (STA) is the administrative agency for the SacMetro Freeway Service Patrol (FSP).

FSP patrols the busiest freeways and highways in the Sacramento metropolitan area, including Yolo County. FSP runs regular weekdays Monday through Friday during the hours when congestion is greatest, generally from 6:30 a.m. to 9:30 a.m. and 2:30 p.m. to 6:30 p.m. (holidays and breaks excluded).

FSP operators, driving special tow trucks and service trucks, continuously patrol their assigned beats on the constant lookout for stopped or disabled vehicles. When found, FSP operators introduce themselves to motorist and provide them with an FSP informational brochure and a survey card and then quickly assess the situation. FSP operators may spend up to 10 minutes attempting to mobilize a vehicle through quick fixes and minor repairs such as providing a gallon of fuel, jump starting, changing a flat tire, etc. If a vehicle cannot be mobilized within the 10-minute timeframe, the vehicle is towed to a designated drop location identified by the CHP off of the busy freeway. When requested, the FSP operator may call the CHP Communications Center to request a CHP rotation tow, a specified tow or a relative/friend to assist them. FSP operators may occasionally deal with non-vehicle impediments to smooth traffic flow, such as clearing debris in traffic lanes, traffic control, and other situations.

CHP may dispatch a FSP vehicle to incident locations within and beyond the vehicle's patrol limits when necessary. In addition, there may be some instances where FSP operators may be requested to lend assistance to peace officers. FSP operators are required to follow the instructions of the peace officer while at the scene of any incident.

FSP operators are not allowed to tow as independent contractors from incidents that occur during the FSP shift. If called as a rotation tow after a FSP shift, a different driver must be dispatched to respond to the incident. FSP truck operators are also not allowed to accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses.

FSP is operated through a partnership agreement between the STA, Caltrans and CHP. CHP provides field supervision of the program, operator certification and training, dispatching, complaint investigation, and vehicle inspections. Caltrans provides state funding, program analysis, evaluations, and operational recommendations. STA provides contract administration services, accounting controls, match funding procurement, and overall program management.

2. CONTRACTOR REQUIREMENTS

- 2.1 Contractor Office. Contractor shall provide an office for contract administration purposes. The office shall be staffed by an authorized representative who has the authority to conduct business and make decisions on behalf of Contractor. The office shall be open for business between the

hours of 9:00 a.m. and 5:00 p.m. Contractor shall also provide an authorized representative during regular FSP hours to answer any inquiries from the Authority, CHP, or Caltrans. Contractor shall furnish radio service, telephone service, email service, or any combination of the above such that all inquiries can be responded to within 15 minutes from receipt. At all other times, Contractor shall provide service as necessary to log all calls, complaints, or any inquiries relative to FSP activities.

- 2.2 Remote Location. Where Contractor office is in excess of 30 minutes' drive time from its FSP beats, Contractor must utilize a remote location for staging and parking approved by Authority. Staging facilities at the remote location must include access to adequate restrooms for drivers going on or coming off shift; a bulletin board for the posting of notices, policies, and reports; a collection area for completed daily inspection/inventory sheets, and an easily-accessible area for the storage and replenishment of paper forms and cards and other necessary supplies carried in the trucks.
- 2.3 Permits, Certificates and Licenses. Contractor must obtain any and all permits, certificates, and business licenses required by the local agency or agencies having jurisdiction over the FSP beat area. The scope of a local agency's jurisdiction may extend to the contractor's facilities (including satellite parking sites), vehicles, vehicle operators, and tow operations. Contractor shall submit documentation of compliance with this provision to the Authority no later than 10 (ten) days prior to the start of work. Documentation shall be in the form of:

- A. Copies of all required permits, certificates, and licenses; and/or
- B. Waivers and exemptions, if and as applicable.

Contractor shall further ensure all required permits, certificates and business licenses remain current during the entire period of performance of this Contract and are filed with Authority.

- 2.4 Accounting System. Contractor must have in place and maintain an accounting system that meets the requirements of the Authority and Caltrans. Principally, this system must maintain accountability of FSP related costs and income, and document with verifiable source documents all FSP costs, including tow operator timesheets.
- 2.5 Financial Stability. Contractor must be financially sound, having sufficient funds or business credit to obtain and maintain all required equipment, maintain payments on all FSP related purchases or leases, and support the payroll of FSP tow operators.
- 2.6 Insurance. Contractor, at its own expense, must obtain and maintain in effect for the duration of the Contract the following insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees:
- A. Workers' Compensation insurance as required by the State of California, such policy shall contain a Waiver of Subrogation endorsement in favor of STA;
 - B. Employer's Liability of at least \$1,000,000 per accident for bodily injury or disease;

- C. Commercial General Liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage (if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit);
- D. Owned, Non-Owned and Hired Automobile Liability of at least \$1,000,000 per accident for bodily injury and property damage;
- E. On-hook Insurance of at least \$100,000 per accident;
- F. Umbrella insurance in the amount of \$1,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

Contractor must have original insurance certificates and the required endorsements approved by Authority on file before Contract performance begins. Insurance carriers shall be required to have an established place of business in California. Authority may request a claims report at any time.

- 2.7 Minimum Wage and Benefit Requirement. Contractor must pay each truck operator a minimum wage of **\$14.00** per hour when health benefits are provided or **\$15.00** per hour without health benefits for all FSP service. Contractor may pay above these minimums as it sees fit.
- 2.8 Hours of Service and Log Books. Contractor shall ensure that truck operators comply with Title 13, California Code of Regulations, Sections 1212, 1212.5 and 1213 regarding the requirements for log books and hours of service.
- 2.9 Audits. Contractor is subject to financial and operational audits to document and ensure compliance with the provisions of this Contract, including interviews with Contractor employees.

3. VEHICLES

- 3.1 Exclusive Use. Trucks shall be exclusively dedicated to the FSP program during FSP hours of operation for the entire term of Contract. Use of FSP trucks for rotation tow, auto club calls or other non-FSP calls during FSP hours of operation may result in the immediate termination of this Contract. Trucks specified for this contract may be used for rotation tow, auto club calls or other non-FSP calls during non-FSP hours.
- 3.2 Number of Required Vehicles. Contractor shall maintain the number of certified FSP vehicles in Section 9.1 plus the associated number of truck operators.
- 3.3 Tow Trucks. Requirements and specifications for tow trucks are as follows:
 - A. Flat-bed carriers only
 - B. Body painted white in color
 - C. Model year 2013 or newer
 - D. Not previously registered prior to the award of Contract

- E. Less than 3,500 miles on the odometer at the start of Contract service
- F. Minimum Gross Vehicle Weight Rating (GVWR) of 25,500 lbs.
- G. Total weight of the truck, including the load, must fall within the manufacturer's GVWR and not exceed either the front or rear axle weight ratings
- H. Front axle load must be a minimum of 50 percent of its normal or unladen weight after any load is in place
- I. Carrier bed shall be new, meaning one that has not been previously used or refurbished. The bed shall be a minimum of 21 feet in length and may be of steel or aluminum construction. The bed may be left unfinished or painted silver, black or FSP blue.
- J. Equipped at a minimum with the materials identified below:
 - Winch rated at minimum of 8,000 lbs. on first layer of cable
 - Winch cable – 50 feet, 3/8" diameter, 6x9 cable or OEM specification with a working limit of 3,500 lbs.
 - Bed and winch controls on both sides of the vehicle
 - Minimum eight (8) tie-down locations, one near each corner of bed and two (2) distributed along each side of bed. Tie-down locations must be capable of mounting a snatch block.
 - Wheel lift with a minimum rating of 2,500 lbs.
 - Set of four (4) axle straps
 - Set of four (4) tie-down chains
 - Motorcycle tie-down straps
 - One (1) 20 foot recovery-type chain with hooks on both ends
 - One (1) four-ton snatch block with hook.
 - Safety chains with positive locking device, 5-foot minimum length, 5/16" alloy or OEM specification
 - Two (2) 4" x 6" x 12" wood blocks
 - Two (2) 4" x 4" wooden cross beams, 48" and 60" in length

Any equipment not placed in a storage compartment shall be secured to the truck.

3.4 Service Trucks. Specifications for service trucks are as follows:

- A. Pickup-style truck with standard, extended or crew cab
- B. Painted white in color
- C. Half-ton, three-quarter ton, or one-ton

- D. Model year 2013 or newer
- E. Less than 10,000 miles on the odometer at the start of Contract service
- F. Equipped with Setina Bodyguard PB-400 vertical push bumper

3.5 Equipment Requirements for All Trucks. All FSP tow trucks and service vehicles must be equipped with the following materials and equipment:

- Front/rear directional amber warning lights with flashing capability and on/off switch in cab. A directional light bar may be installed, but must be able to display at a minimum right, left, split (center to outwards), and warning flash.
- Mounted spot light capable of directing a beam both front and rear.
- Suitable cab lighting
- Rear work lights
- Flashlight and spare batteries or rechargeable flashlight
- Portable remote tail lights/brake lights with extension cord
- External speaker and public address system
- Radios to communicate with contractor's base office
- Programmable scanners for scanning frequencies used by Caltrans and CHP
- Trailer hitch capable of handling a 1-7/8" and 2" ball
- Hydraulic floor jack (2-ton capacity)
- Hydraulic trolley jack (2-ton capacity) with 5½" to 15¼" lifting range
- Heavy duty, 60+ amp battery
- Power outlets ("hot boxes"), front and rear mounted, with outlets compatible with 12 volt booster cables or "Jump-and-Carry" portable battery jump box with 2000 peak amp minimum rating
- Booster cables, 25 feet minimum, 3-gauge copper wire with heavy-duty clamps, one end adapted to truck's power outlet
- Rechargeable air bottle, hoses, fittings, and valve stems with 100 psi capacity or 12 volt on-board air compressor with 75 psi capacity and 50 feet hose
- Unleaded gasoline (5 gallons, less than 60 days old)
- Funnel, multi-purpose, flexible spout
- 5 gallon trash can with lid containing a sealed sack filled with dry sand
- First aid kit (small 5" x 9")
- Fire extinguisher with aggregate rating of at least 4-B, C units
- Pry bar – 36" minimum
- 24" coarse-bristle street broom

- Square point shovel
- Highway flares (15 minute duration) (36)
- 28" safety cones (6)
- Four-way standard lug wrench
- Four-way metric lug wrench
- Lock out set
- Toolbox containing the following:
 - Standard screwdrivers: 1/8", 3/16", 1/4", and 5/16"
 - Phillips screwdrivers: #1 and #2
 - Needle nose pliers
 - Adjustable rib joint pliers, 2" minimum capacity
 - Crescent wrench, 8" and 12"
 - 4 lb. hammer
 - Rubber mallet / hubcap tool
 - Electrical tape
 - Duct tape
 - Tire pressure gauge
 - Mechanic's wire
 - Bolt cutters

Above equipment may be new or used in excellent condition subject to CHP approval. Additional equipment may be supplemented at Contractor's option and expense. Any equipment not placed in a storage compartment shall be secured to the truck.

3.6 Vehicle Markings and Logos. Markings and logos on FSP vehicles shall be provided and maintained at the contractor's expense and conform to the requirements below. It is Contractor's responsibility to ensure that all FSP markings and logos are displayed properly during FSP service hours. Said markings must either be removed or covered immediately upon the completion of each FSP shift. The method of attachment or cover of FSP required markings/logos must be approved by CHP.

- A. FSP trucks shall prominently display the SacMetro FSP logo on both front doors against a plain white background. The circular portion of the logo shall be no smaller than fifteen (15) inches in diameter.
- B. FSP trucks shall display the word "FSP" on the back of the vehicle in a conspicuous location in minimum four (4) inch or larger letters.
- C. FSP trucks shall display the word "FSP" on the lower one-third of the hood of the vehicle nearest the top of the front grille in minimum ten (10) inch letters.

- D. Beat/truck identification numbers must be displayed at a location approved by the CHP.
- E. The maximum size of all other letters and numbers below the roof is four (4) inches in height.
- F. Any lettering relating to FSP must be black in color unless applied to a black or other dark-colored surface, in which case the lettering may be a contrasting white, blue or yellow.
- G. Any additional proposed trim must be black in color and limited to a single stripe, a maximum of four (4) inches in width. Exact placement and size of proposed trim must be approved in writing by Authority or CHP.
- H. (Optional) Contractor information—including name, logo, address, phone number, etc.—is restricted to a ten (10) inch tall by sixteen (16) inch wide rectangular area on both sides of the truck rear of the front doors and below the door midline as measured between the bottom of the side window and the lower edge of the vehicle door, subject to prior CHP approval.

Contractor shall be required to keep FSP markings/logos clean and in readable condition throughout the FSP operation. All FSP markings and logos shall be removed and destroyed at the expiration or termination of the Contract.

3.7 Replacement Trucks.

- A. Trucks original to the start of this Contract may only be replaced prior to the third anniversary of this Contract due to the significant or total loss of the vehicle, or by written permission of Authority.
- B. After the third anniversary of this Contract, tow trucks may be replaced at the contractor's discretion. Replacement trucks shall not be older or have more miles on the odometer than the truck(s) being replaced. All replacement trucks must be approved by CHP for acceptable appearance and condition. All replacement tow trucks must additionally pass Level 1 Commercial Inspection for safety and roadworthiness.

3.8 Back-Up Trucks.

- A. A back-up truck of at least the same capability may be temporarily used when a regular FSP truck is unavailable. Back-up trucks must meet all of the specification and equipment requirements set forth above for regular FSP tow trucks and service trucks except that the age and mileage requirements are waived in lieu of CHP approval of each individual truck on a case-by-case basis on the determination that the temporary back-up truck will be able to maintain high standards of appearance and performance and be safe and roadworthy.
- B. Use of a back-up truck shall be limited to no more than 15 consecutive workdays at a time, except by written permission from Authority. If Contractor is not able to resume FSP service after 15 consecutive workdays, Authority may make provision with another FSP tow provider already under contract with Authority to provide back-up service.
- C. Back-up trucks will be compensated at the same rate as the vehicle it is substituting for.

- D. Contractor must notify CHP whenever a regular FSP truck is removed from service and a backup truck is substituted. Contractor must also notify CHP when a regular FSP vehicle is returned to service.

3.9 Additional Trucks. Additional tow trucks entering service to provide extended or special FSP coverage per Section 7 shall be subject to the age and condition requirements as listed:

- A. Additional tow trucks entering service to provide extended or special FSP coverage for an anticipated total period of 12 months or less shall be required to pass Level 1 Commercial Inspection for safety and be approved by CHP for acceptable appearance and condition on a case-by-case basis.
- B. Trucks added for extended or special FSP coverage for an anticipated total period lasting between 12 and 36 months shall be model year 2013 or later, have no more than 100,000 miles on the odometer at the time it enters FSP service, pass Level 1 Commercial Inspection for safety, and be approved by CHP for acceptable appearance and condition.
- C. Trucks added for extended or special FSP coverage for an anticipated total period lasting longer than 36 months shall meet the same criteria as for new trucks at the start of the Contract.

Added trucks must meet all of the other specification and equipment requirements set forth above for regular FSP tow trucks and service trucks in Sections 3.3 through 3.6.

3.10 Vehicle Appearance and Maintenance.

- A. Regular routine maintenance shall be performed on all FSP trucks so as to maintain their mechanical reliability and expected functionality.
- B. All FSP trucks shall be washed regularly as needed to maintain a clean and professional appearance.
- C. Vehicle maintenance and washing shall be the Contractor's responsibility and may only be performed during off-shift hours or on non-working days unless an appropriate back-up truck(s) are deployed.

3.11 Truck Inspections.

- A. Prior to commencement of service, Contractor must have CHP inspect all trucks designated for FSP service. The inspections must conclude no later than ten (10) working days prior to the start of service. If a vehicle does not pass CHP inspection, all problems must be rectified or another vehicle must be substituted no later than three (3) days prior to the start of the contracted service.
- B. Succeeding inspections will occur periodically. Inspection records will be kept on file at CHP offices and at Contractor's local office. Contractor shall also maintain a maintenance record for each FSP vehicle.

- C. The FSP operator shall be required to complete a pre-operation inspection of the vehicle as well as an inventory of the required equipment prior to the start of each shift. An inspection/inventory sheet shall be completed prior to the start of each shift. The sheets must be kept on file at Contractor's office or remote location and available for CHP or Authority inspection upon request. Any item(s) missing during the inspection must be replaced prior to the start of the shift.
- D. Tow trucks must, at any time when ordered by CHP, be able to pass Level 1 commercial truck inspection in order to be in service.
- E. Any dirty, unsafe or poorly maintained vehicle or improperly equipped vehicle shall be removed from service or repaired as directed by CHP.

4. COMMUNICATION & TRACKING EQUIPMENT

- 4.1 FSPTracker. Contractor shall provide for each FSP truck or truck operator a Contractor-owned smart mobile device (phone or tablet) equipped and compatible with the FSPTracker application provided by Authority for the purposes of providing Global Positioning System (GPS) vehicle tracking and real-time recording of assist information and details. CHP and Authority must be granted access to the mobile devices at any time upon request to check for connectivity and functionality. FSPTracker must be turned on and communicating for all trucks and operators during FSP hours.
- 4.2 Push-to-Talk. Contractor shall provide each FSP truck operator with a separate push-to-talk (PTT) feature radio compatible with the Sprint DirectConnect network (a.k.a., "shop radio") for the purposes of direct communication between the FSP truck operators and the supervising CHP officers. Contractor must provide up-to-date information to CHP and Authority as to the DirectConnect numbers assigned to each truck operator and immediately notify CHP and Authority of changes. Where the shop radios can also be used to instantly communicate with contractor's base office, they may be substituted for the radios specified in Section 3.5.
- 4.3 FSP Radios. All FSP trucks shall be equipped with Motorola APX digital mobile radios provided by Authority for two-way communication between FSP truck operators and dispatchers at the CHP Communications Center over the Sacramento Regional Radio Communications System (SRRCS). The Authority-supplied communications equipment shall be in addition to any Contractor's radios. Installation of radios, including extra parts and labor, shall be at the Contractor's expense.
- 4.4 Communication Equipment Security. Contractor shall be responsible for maintaining the security of the vehicle communication equipment. Contractor shall be liable for any damage other than normal wear and tear to the communication equipment supplied by Authority. Contractor shall also be liable for the full replacement value of the communication equipment installed in the trucks while said equipment is in the care, custody, and control of Contractor or its agents. Authority shall deduct repair fees as well as the full replacement cost of any Authority equipment from the contractor's payment for the month in which Authority must replace or repair equipment (other than as described above). Authority-supplied vehicle equipment shall be returned upon Contract termination. The cost of any equipment not returned shall be deducted from the contractor's final payment.

5. VEHICLE OPERATORS

- 5.1 Background Requirements. All FSP operators shall be required to have a safe driving record and a current California driver's license legally appropriate for the tow vehicle being driven. All operators shall be 18 years of age or older with no felony convictions within the last 7 (seven) years and no history of a violent felony arrest or conviction. Potential operators shall be subject to driving record and criminal background checks. The driving record and criminal background checks shall be conducted by CHP upon application for tow operator permit DL64. All application fees for said permit shall be paid by Contractor.
- 5.2 Certificates and Reports. All FSP truck operators must hold a valid tow operator permit DL 64 and a completed Medical Examination Report (DL 51) on file with the Department of Motor Vehicles (DMV). All FSP operators must be competent and have completed a Tow Service Agreement Advisory Committee (TSAAC) approved tow truck driver training program (e.g., California Tow Truck Association (CTTA) Level 1 Light Duty Towing & Recovery certification). Contractor shall ensure that the required certificates and reports for FSP truck operators remain up-to-date and valid during the entire period of this Contract.
- 5.3 Competency. FSP truck operators shall be sufficiently experienced in tow truck operation and proficient with all required FSP equipment so as to provide safe and proper service. FSP truck operators must be capable of demonstrating their tow operating abilities to the satisfaction of CHP prior to formal FSP training. Additionally, truck operators are required to exercise sound judgment in carrying out their duties while conforming to procedures outlined in the FSP Standard Operating Procedures Manual.
- 5.4 Drug and Alcohol Policy. CHP, Caltrans, and the Authority maintain strict drug and alcohol policies. Any FSP vehicle operator found working under the influence of drugs or alcohol shall be disqualified from participation in FSP immediately. Contractor shall be responsible for finding a replacement FSP operator for that vehicle.
- 5.5 Initial Training. Contractor and truck operators shall be required to complete a two-day (16 hours) FSP training program. Contractor shall pay operators for the time spent in the training class. No truck operator will be allowed to begin FSP patrols without attending the mandatory training class. Any FSP truck operator found on patrol without completing the mandatory training class may be prohibited from further FSP service and the Contract agreement may be subject to immediate termination.
- 5.6 Refresher Training. Mandatory FSP refresher training classes shall be scheduled during non-FSP hours. The refresher training shall be two (2) hours per quarter [for a total of eight (8) hours per year]. Contractors shall pay FSP operators for attending the training.
- 5.7 Special Training. In the event of special FSP training classes or sessions conducted by the CHP Field Supervisors are in excess of two (2) hours per quarter [or beyond eight (8) hours per year], Authority shall reimburse Contractor for each FSP operator attending the training at the rate of 1.62 times the hourly rate specified in Section 2.6 of the Scope of Services for workers without medical benefits.

- 5.8 Notification. FSP operators must inform the CHP Communications Center any time they leave an assigned beat. This includes replenishing expendable items such as gasoline, fire extinguishers, etc., and transporting a disabled vehicle to a CHP-designated drop location. FSP operators are required to complete an electronic or manual motorist assist record for each assist.
- 5.9 Travel Time. Travel time for the truck operator to and from the beat will be at Contractor expense.
- 5.10 Independent Towing. FSP truck operator may not tow as an independent contractor from an incident that occurred during an FSP shift under any circumstances. If directed by CHP rotation tow, Contractor may respond with a different, non-FSP driver in a non-FSP truck. Violations may subject the Contract agreement to immediate termination.
- 5.11 Tips and Recommendations. All FSP services are provided at no cost to the motorist. Operators cannot accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses.

6. UNIFORMS

- 6.1 Uniforms. Contractor is responsible for providing vehicle operators with specified uniforms, safety vests, shoes, and other equipment. The equipment includes navy blue jump suits or shirts and pants.
- A. If coveralls are worn they shall have two-way zip front with heavy-duty brass zipper. Coveralls or shirtsleeves shall be half raglan type or set-in sleeve with pleated-action back. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on short-sleeve coveralls/shirts shall come to within approximately 1 inch of the inside forearm when the wearer's arm is bent at a 90-degree angle.
 - B. The coveralls shall have shape-holding sanforized waist banding with elastic inserts for trim fit. Legs shall be moderately tapered to avoid excessive fullness. All main seams shall be at least double-stitched with good quality thread.
 - C. Shirts or coveralls shall have one (1) or two (2) chest pockets. Single pocket coveralls/shirts shall have the chest pocket placed on the left.
 - D. The first name initial and full last name shall be sewn above the right chest pocket so that it shall be clearly visible with the collar open. Letters shall not exceed one-half inch in height. A detachable metal or plastic nameplate may be worn in place of the embroidered name at Contractor's option. A 4" by 4" FSP logo patch supplied by Authority shall be sewn above the left front pocket and on the right shoulder. If awarded, "Driver of the Year" or other special patches may be sewn on the left shoulder. The uniform should include no other markings or decoration.
 - E. Reflective white stripes may be sewn around both sleeve cuffs and both leg cuffs and across the upper back.

- 6.2 Safety Apparel. FSP truck operators shall wear high-visibility safety apparel in conformance with ANSI/ISEA 107-2004 and ANSI/ISEA 207-2006 whenever he or she is outside of the vehicle performing an assist. At a minimum, this shall include an orange or green-colored safety vest. The letters "FSP" shall be sewn or silk-screened across the middle portion of the back of each safety vest, or may be sewn on a patch of the same color as the uniform which is sewn across the middle portion of the back of each safety vest. The letters shall be at least four (4) inches in height and shall be white in color and shall be centered.
- 6.3 Photo ID Card. The Authority will issue each FSP truck operator a photo identification card. The FSP identification card must be carried on the person so that it is readily visible to the motorists they are assisting and must be readily available to be produced upon request at any time. FSP ID cards are the property of the Authority and must be either returned or destroyed immediately upon the FSP truck operator's disqualification from the FSP program or separation of service from Contractor, or upon termination or completion of this Contract.
- 6.4 Footwear. All FSP operators shall wear general duty black work boots with protective steel toe.
- 6.5 Cold Weather Clothing. During cold weather, a navy blue sweater or sweatshirt may be worn under the uniform shirt/jumpsuit. A navy blue jacket may replace the sweater or sweatshirt at the Contractor's option, if it meets all the uniform specifications, including patches, reflective tape, etc.
- 6.6 Rain Gear. Rain gear shall be waterproofed material, yellow in color. Reflective white tape shall be applied to both sleeve cuffs and both leg cuffs and across the upper back.
- 6.7 Headwear. Hats are optional. They shall be baseball type cap, navy blue in color. At Contractor's option, the Freeway Service Patrol logo or the initials "FSP" shall be embroidered above the brim. The logo or initials shall be centered. Initials shall be sewn in white. No other logos/names shall be accepted.
- 6.8 Condition. All uniform items, including optional items when worn, must be clean and in presentable condition. FSP operators wearing dirty or excessively worn uniforms may be placed out of service until the condition is corrected.
- 6.9 Uniform Costs. All uniform costs, except the purchase cost of FSP logo patches, shall be borne by Contractor.
- 6.10 Disposition at End of Contract. Upon termination or completion of this Contract, Contractor shall surrender to Authority or destroy any and all uniform items featuring the FSP logo or bearing the word 'FSP'. Items destroyed by Contractor shall be documented to Authority with a signed letter listing the items and the method of destruction used.

7. COMPLIANCE WITH STANDARD OPERATING PROCEDURES

Contractor shall comply with all provisions of the CHP Freeway Service Patrol Standard Operating Procedures (SOP) Manual—dated October 2014, or later—which more specifically details the standards for professionalism and conduct, operator duties and responsibilities, policies and procedures for operational situations, safety, tow procedures, radio communications,

documentation and reporting, sexual harassment, drug and alcohol policies, criminal conduct while on or off duty, violations and penalties, and certification requirements. The SOP is incorporated into this Scope of Services and Contract by reference.

8. VIOLATIONS AND PENALTIES

This section supplements Chapter 12 — Violations and Penalties of the FSP SOP, dated October 2014.

8.1 Type of Violations.

A. Minor Violations. Minor violations are less serious violations that may be incidental or accidental lapses of the provisions of this contract and/or the SOP which do not involve willful disobedience or subterfuge, and that do not compromise personal safety or the safety of the motoring public. Examples include, but are not limited to:

1. Tardiness (less than 45 minutes late) starting the FSP shift
2. Failure to adequately or accurately communicate status to dispatch
3. Failure to properly display FSP logos or signage during FSP hours
4. Failure to cover or remove FSP logos or signage while off-duty or during non-FSP hours
5. Wearing FSP uniform while off duty or during non-FSP hours while performing other tow services
6. Presenting personal appearance with obvious poor grooming
7. Failure to comply with the established minimum uniform standards
8. Failure to replace or repair deficiencies noted on the CHP pre-operation inspection sheet
9. Failure to address equipment violations constituting an out-of-service status
10. Failure to complete/submit required motorist assist records or other required records
11. Failure to possess pre-operation inspection forms for a previous 30-day period at Contractor's place of business
12. Abusing or misusing FSP-related equipment, such as radios and phones
13. Violating break policy (early, prolonged or excessive breaks) by 10 minutes or less
14. Failure to distribute FSP brochures and FSP survey cards to motorists

B. Major Violations. Major violations compromise the work, goals, values or integrity of the FSP program or are actions that could potentially increase risks to personal safety or the safety of the motoring public. Examples include, but are not limited to:

1. Failure to be vigilant in the performance of FSP duties during FSP hours
2. Signing on or starting the shift late (45 or more minutes after the start of shift)
3. Signing off, leaving the beat, or ending the shift early
4. Reporting "in service" (going "10-8") when not on beat or actually in service
5. Sleeping or giving the appearance of sleeping while on duty (including breaks)
6. Smoking while on duty (excluding breaks)
7. Falsifying pre-operation inspection forms
8. Failure to report any known damage caused when servicing a vehicle
9. Disobeying a lawful order given by sworn law enforcement personnel
10. Failure to notify dispatch if involved in a traffic collision
11. Failure to notify CHP or FSP management when a shift or shifts will be missed

12. Leaving the beat during FSP hours without authorization
 13. Providing or recommending any tow company, legal assistance, or medical practitioners
 14. Failure to advise dispatch when transporting a female or juvenile
 15. Towing a vehicle to a location other than a designated drop location (except at the direction of CHP)
 16. Leaving a motorist stranded in an unsafe location or without access to a phone, shelter, or help in route
 17. Causing damage to a vehicle due to negligence
 18. Equipment not in conformance with California Vehicle Code and is not serviceable or missing (e.g., worn tires, expired fire extinguisher, cracked windshield, etc.)
 19. Unauthorized refueling of truck or fuel containers while on duty
 20. Inappropriate behavior such as the use of abusive or foul language, vulgarity, rudeness, offensive hand gestures, unsafe driving or other untoward behavior to motorist, officers, dispatchers, or other tow operators
 21. Missing an entire shift without providing a replacement driver or truck
 22. Violating safety guidelines (e.g., not using safety chains, standing between vehicles, not watching traffic, not protecting motorist, misuse of equipment)
 23. Intentional involvement in law enforcement activities beyond normal scope of FSP duties (e.g., apprehending suspects, vehicle pursuits)
 24. Falsifying information, orally or written, to FSP management, the motoring public, CHP, or dispatch
 25. Failure to notify CHP or dispatch of a truck breakdown, truck not in service and/or the use of a backup truck
 26. Unexcused absence of Operator from quarterly training sessions
 27. Violating break policy (early, prolonged or excessive breaks) by more than 10 minutes
 28. Operating with an invalid, withheld, suspended, or revoked required license
 29. Repeat of a Minor Violation within 15 days
- C. Flagrant Violations. Examples of flagrant violations include, but are not limited to, charging for FSP service; theft; being under the influence of drugs or alcohol; possession of firearms or illegal weapons; tampering, interfering, or manipulating tracking equipment; performing an unauthorized vehicle recovery; solicitation or receiving and keeping tips or other gratuities; use of dedicated FSP trucks for non-FSP purposes; recommending or providing secondary tow or repair services; not keeping business licenses, certificates, permits and insurance coverage up-to-date and current; sexual misconduct; disobeying direct orders from CHP; , etc.
1. Willful failure to perform contracted FSP duties during FSP work hours
 2. Charging for FSP service
 3. Soliciting any service that would require subsequent compensation
 4. Providing or recommending a secondary tow service for compensation following an initial service
 5. Providing commercial services during FSP hours
 6. Soliciting and/or retaining tips or other gratuities
 7. Referring a motorist to any garage, private tow service, mechanic, legal service, or medical facility
 8. Performing a vehicle recovery (except in rare instances as ordered by CHP)
 9. Use of dedicated FSP trucks for non-FSP purposes
 10. Theft of any kind

11. Selling items, including items found while on duty
12. Possessing of a firearm or illegal weapon while on duty
13. Operator having an odor of an alcoholic beverage even if not under the influence
14. Being under the influence of alcohol and/or drugs while on duty
15. Failure of operator to submit to a substance abuse test (e.g., drug or alcohol test)
16. Insubordination to CHP supervisors
17. Operating without up-to-date and current business licenses, certificates, permits and insurance coverage
18. Operating a non-CHP-approved truck
19. Putting into FSP service a non-qualified or non-certified truck operator
20. Manipulating, tampering with or attempting to interfere with FSPTracker equipment, software, and/or data
21. Repeat of a Major Violation within 30 days

8.2 Violations Committed by FSP Operators. FSP truck operators found in violation of this Contract and/or the SOP may be issued a written reprimand, placed out of service by CHP until a correction is made, and/or disciplined by a temporary suspension, and a financial penalty shall be assessed to the Contractor. For multiple instances of the same violation, cumulative instances of a variety of violations by the same FSP truck operator, or for major or flagrant violations, the FSP operator may be suspended for an extended period of time, or disqualified from participating indefinitely in Freeway Service Patrol.

8.3 Violations Committed by Contractor. Violations of this Contract or the SOP by Contractor will result in—but are not limited to—financial penalties (fines). Major violations or flagrant violations may result in termination of Contract.

8.4 Contractor's Responsibility. Contractor is responsible for ensuring compliance with Contract and the SOP, both by itself and the FSP truck operators in Contractor's employ. Therefore, fines incurred by FSP truck operators are levied against Contractor to ensure the Contractor assumes its due responsibility to resolve any and all incidences of noncompliance and to prevent future occurrences. Failure to adequately address, correct or prevent violations may result in termination of Contract.

8.5 Financial Penalties. The fine schedule shall be as follows:

A. Minor Violations.

- I. Minor violations involving uniforms, personal grooming, truck appearance, and supplies or equipment shall result in a fine to the Contractor of \$50 per occurrence.
- II. All other minor violations shall result in a fine to the Contractor of \$50 for the first occurrence per FSP truck operator, \$100 for the second occurrence of the same violation by the same FSP truck operator within a 6-month period, and \$150 for the third occurrence of the same violation by the same FSP truck operator within 6 (six) months of the second occurrence. The contractor shall be fined \$250 for the fourth cumulative occurrence of the same violation by the same FSP truck operator regardless of when the previous violations occurred; thereafter, the Contractor may be fined \$500 for every subsequent occurrence.

- B. Major Violations. Major violations shall result in a fine to the Contractor of \$100 for the first occurrence per FSP truck operator or the Contractor, \$250 for the second occurrence of the same major violation within a 6-month period by the same FSP truck operator or by the Contractor, and \$500 for the third occurrence of the same major violation within 6 (six) months of the second occurrence by the same FSP truck operator or by the Contractor. The Contractor shall be fined \$1,000 for the fourth cumulative occurrence of the same violation by the same FSP truck operator or by the Contractor regardless of when the previous violations occurred; thereafter, the Contractor may be fined \$2,500 for every subsequent occurrence. Moreover, a pattern of violations—major or minor—committed by the Contractor and/or any of its FSP truck operators, particularly when concentrated within a short time period, may result in extended suspensions, disqualification of truck operators from participating in FSP or immediate termination of the Contract.
- C. Flagrant Violations. At a minimum, flagrant violations shall result in a fine to the Contractor of \$1,000 to \$2,500, as determined by Authority, for each and every occurrence. Depending on the severity or the frequency of the flagrant violation(s), Authority may immediately terminate the Contract.

9. BEAT AND COVERAGE DESCRIPTIONS

- 9.1 Beats. The FSP operates on selected freeway segments referred to as ‘beats’. Each beat has specified turnaround locations and designated drop locations identified by the CHP.

Below are the general limits, number of tow or service trucks, and typical hours of operation of the beats that are the subject of this Contract.

Beat	Location	Vehicles	Normal Hours
3	<u>U.S. Highway 50 (West)</u> Jefferson Blvd to Bradshaw Road	2 tow trucks (150, 151)	Monday through Friday: ▪ 6:30am-9:30am ▪ 2:30pm-6:30pm
4	<u>U.S. Highway 50 (East)</u> Junction with Highway 51/99 to the El Dorado County Line (turning around at Scott Road)	2 tow trucks (152, 153) 1 service truck (153A)	Monday through Friday: ▪ 6:30am-9:30am ▪ 2:30pm-6:30pm

At any time during the Contract's terms, Authority reserves the right to make minor adjustments to the beat specifications to better accommodate demand for service. These changes can occur during the course of the Contract through written change orders. If warranted, Contractor may be required to temporarily expand his/her assigned beat area and hours of operation.

9.2 FSP Holidays. SacMetro FSP generally observes the following as work holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Presidents Day (Washington's Birthday)
- Cesar Chavez Day (when observed by the State of California as a work holiday)
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving (including Thanksgiving Day and the Friday after)
- Holiday Break (Christmas Eve through New Year's Eve)

Authority reserves the right to make minor adjustments or to add to or delete holidays from the work schedule with a minimum of ten (10) days' notice to Contractor.

SAMPLE

Attachment A

DRUG-FREE WORKPLACE POLICY

The company is committed to providing and maintaining a drug-free workplace consistent with the provisions of the Drug-Free Workplace Act of 1988.

Unlawful manufacture, distribution, dispensing, possession of, or use of any controlled substance in the company offices is strictly prohibited. Compliance with this prohibition is a condition of employment. Staff violating this prohibition will be subject to disciplinary action up to and including termination.

The company will provide a drug-free awareness program to inform its staff about:

- The dangers of drug abuse in the workplace;
- The company's policy of maintaining a drug-free workplace;
- Drug counseling, rehabilitation, and other assistance programs that are available; and
- The penalties that may be imposed upon staff members for drug abuse violations occurring in the workplace.

Any staff member who has been convicted of violating any criminal drug statute in the workplace is required to notify the Owner within five (5) days after such conviction. Within ten (10) days after receiving such notice of conviction, the Owner shall notify any federal funding agency requiring such notification, as mandated by the Drug-Free Work-Place Act of 1988. Within thirty (30) days of receiving notice of such conviction, the Owner shall also take one (1) of the following actions with respect to any staff member so convicted:

Initiate disciplinary action and/or require the convicted staff member to participate satisfactorily in a drug-abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Dissemination of Policy: To achieve the goals of the company's Drug-Free Policy and to ensure that all staff members are aware of the firm's official policy regarding a drug-free workplace, the following steps have been and will be taken:

- Every staff member will be given a copy of the company's Drug-Free Policy.
- The company's Drug-Free Policy will be discussed periodically at management and other staff meetings.
- All new staff members will receive a copy of the company's Drug-Free Policy as part of their initial orientation.