

Request for Proposals for Software with Integrated Human Resources, Payroll, Timekeeping, and Accounting Functionality

by the

Chattanooga Area Regional Transportation Authority (CARTA)

October 9, 2023

Introduction

The Chattanooga Area Regional Transportation Authority (CARTA) is requesting proposers from qualified firms for software that integrates human resources, payroll, timekeeping, and accounting functionality. Software as a service or an on-premise installation is acceptable. CARTA intends for this contract to be for a minimum of five (5) years, with five (5) one year renewal options.

CARTA is a public authority that provides fixed route service within the city of Chattanooga, complementary demand response paratransit service for citizens with disabilities within the city of Chattanooga, East Ridge, and Red Bank, a downtown shuttle, a parking system, and the Lookout Mountain Incline Railway. CARTA is also authorized to provide service in portions of Dade, Walker, and Catoosa counties in Georgia.

CARTA operates 11 Main Line Routes, 2 Neighborhood Routes, and the Care-A-Van demand responsive service. Main Line Routes provide frequent fixed route service between Downtown Chattanooga and other areas in the city of Chattanooga. In addition, CARTA operates three free shuttle service routes in Downtown Chattanooga, which connects the Shuttle Park North, Shuttle Park South, and Shuttle Park North Shore facilities. CARTA also operates the Lookout Mountain Incline Railway and provides oversight and enforcement for approximately 4,000 surface and on-street parking spaces. CARTA provides approximately 2 million passenger trips per year for all services.

The system is financed by a combination of federal, state, and local financial assistance and is subject to the laws and regulations of the funding governments.

Scope of Services

Human Resources

CARTA requires a Human Resources module that will include the following:

- Entering and tracking Human Resources data
- Managing an employee database

- Tracking applicants
- Benefits Administration
- Payroll processes
- Self-service for employees
- Compliance

CARTA utilizes a variety of reports including reports for new hires, equal employment opportunity information, and benefits.

Payroll

CARTA currently processes payroll in-house, and this is completed every two weeks through ACH. CARTA will also require support for the creation of W2s and ACA reporting each year. CARTA prefers that reports for the payment of SUTA, FUTA, FICA, and 941 forms be able to be electronically generated for submittal. Example reports utilized in payroll include payroll master report and deduction recap reports. Payroll should bring time over from a timekeeping system. CARTA utilizes a variety of payroll and deduction codes and requires the flexibility to add additional codes over time. CARTA does have some employees who may work under different positions/pay rates.

Timekeeping

CARTA currently has five timeclocks that CARTA's drivers, maintenance, and Incline hourly employees utilize to track their time. These employees are also covered by an agreement between CARTA and Local 1212 Amalgamated Transit Union. The timekeeping system would need to be able to accommodate additional pay rules that are outlined in the union agreement, which is attached. CARTA has highlighted areas that may be payroll/timekeeping related. Non-exempt employees currently login from their computers to log their time. Salary employees fill out timesheets, and these are currently manually entered into the timekeeping module. CARTA is open to alternatives to utilizing timeclocks for timekeeping.

CARTA utilizes its timekeeping module to preset schedules and shifts for fixed route drivers. Shift templates and weekly patterns are updated twice a year when CARTA's schedule changes. Shift templates are created for daily use and are used to make weekly patterns that are typically assigned to drivers when the schedule changes. CARTA refers to this schedule change as its Markup. Each shift template can have multiple pay codes associated with it. Weekly patterns are assigned to drivers at the markup, and there are typically 4-8 drivers who are on the "Extra Board." These Extra Board drivers don't have a specific weekly pattern but will be assigned shift templates on a daily basis. These employees are referred to as DXB Operators in the Union contract. Shift templates are also used to assign work for a driver who isn't available due to vacation, illness, etc.

Accounting

CARTA would like its accounting software to be integrated with its HR, Payroll, and Timekeeping systems. CARTA currently utilizes separate accounting software to process accounts payable, accounts receivable, general ledger, cash management, bank reconciliations and tracking fixed assets for depreciation. 1099s are also processed through the accounts payable module. CARTA currently utilizes Management Reporter to create reports for its Board of Directors and require reporting functionality through its Accounting software.

Optional Items

CARTA would like to receive optional pricing and additional information for employee self-service for payroll as well as integrating purchasing, specifically the generation of purchase orders, into the integrated system. CARTA's current maintenance program generates purchase orders and has additional inventory and maintenance tracking. However, purchase orders aren't able to be accessed through CARTA's current accounting software.

Proposal Contents

- A. A listing and samples of reports offered through the software. Reports should be able to be exported to excel.
- B. A brief description of system functionality. CARTA plans to host demonstrations after initial review of proposals. CARTA may request demonstrations from highest ranked proposers.
- C. A brief description of the firm submitting the proposal along with references of staff assigned or likely to be assigned to this project.
- D. Price proposal to include initial setup of the system, including training, as well as estimates of ongoing software maintenance fees.
- E. Schedule for completion of initial deployment

Guidelines for Submitting Proposals

Six copies and one electronic copy of each firm's proposal must be received at CARTA by 2:00 p.m. on October 30, 2023. Proposals should be addressed to:

Ms. Annie Powell, Director of Grants, Technology, and Research

anniepowell@gocarta.org

1617 Wilcox Boulevard

Chattanooga, TN 37406

Telephone 423-629-1411

The outside of the package should be clearly marked with the words “Human Resources, Payroll, Timekeeping, & Accounting Software.”

Evaluation Criteria

The following criteria will be used in evaluating proposals:

- Experience and expertise 35 percent
CARTA will evaluate experience and expertise by reviewing description of firm and listing of current clients. CARTA may call for references.
- Technical System Proposal 40 percent
- Price Proposal 25 percent

Selection

The selection of the firm or firms shall be based upon the most responsible and responsive proposal in accordance with the evaluation criteria for this request for proposals. Upon publication of this request for proposals, contacts between proposers and CARTA seeking clarifications of this proposal request shall be required to be in writing and sent to Ms. Annie Powell, Director of Grants, Technology, and Research. No telephone contact during this request for proposals shall be permitted. The use of a facsimile device in place of mailed correspondence is acceptable. CARTA will provide written response of clarification requests to all persons and/or firms who have received the specifications for this request for proposals.

CARTA reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informalities in any proposals, or to withhold the award if deemed in the best interest of CARTA.

If necessary, the selected firm or firms will be invited to an oral interview. The interview will be at the exclusive option of CARTA.

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MEMORANDUM OF AGREEMENT

This Agreement made and entered into by and between the CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY, their successors, assigns and lessees, hereinafter for the sake of convenience called CARTA, party of the first part, and the AMALGAMATED TRANSIT UNION, Local Union No. 1212, of Chattanooga, Tennessee, hereinafter for the sake of convenience called the Union, party of the second part.

Nothing in this Agreement shall be construed by the CARTA, the Union or the employees covered by this Agreement, to forego any rights or benefits they may have under the 13(c) Agreement and Pension Plan.

WITNESSETH: That in the operation and maintenance of all equipment operated by CARTA, party of the first part, said parties to this Agreement hereto in consideration of the mutual covenants and Agreement herein contained, contract, and agree with each other as follows, to wit:

Section 1 GENERAL PROVISIONS

A. This Agreement shall cover only employees who are employed by the CARTA and are engaged in the transportation business as included in the Classification listed in Exhibit A hereto attached.

B. There shall be no coercion, intimidation, or discrimination on the part of either CARTA or the Union against any employee covered by this Agreement for reasons of age, race, sex, color, religious beliefs, national origin, union membership or non-membership.

Section 2 UNION RECOGNITION

A. The CARTA agrees to recognize the Union as the sole bargaining agent for all its employees who are covered by this Agreement and to meet and treat with the duly accredited officers and committees of the Union upon all questions and grievances that may arise pertaining to terms and conditions of employment or that may arise out of this contract.

Section 3 CARTA RIGHTS

A. The CARTA will exercise the exclusive right to set its policy; to manage its business in the light of experience, good business judgment and changing conditions; to determine the qualifications for and to select its managerial and supervisory forces; to determine the qualifications of employees who desire promotion from one job to another or from one classification to another classification; to determine the number of regular and extra employees it will retain in its services at any time during the life of this Agreement; to make reasonable rules and regulations governing the operation of its business and the conduct of its employees; to enforce discipline for violation of rules and other misconduct; to discharge employees for just cause; and to determine the qualifications for and hire new employees. The foregoing provisions shall prevail, except as specifically qualified hereinafter.

Section 4

PROBATION PERIOD

A. Employees shall be on probation for the first ninety (90) calendar days from the first day they complete their training program with CARTA, and there shall be no responsibility for the reemployment of such employees if they are laid off or discharged during this period. Each employee will be given a copy of the Contract and Rules and Regulations of the Company at the time of their employment.

B. The probationary period will be extended one day for each day the probationary employee misses a day of work during the probationary period.

C. It is expressly understood that there will be no discrimination against prospective employees, new employees, or old employees because of membership in, or non-membership in the Union.

D. Any employee changing positions within a division of CARTA shall be permitted to count days served under probation in the prior position towards the completion of the probationary period. For purposes of this paragraph, the divisions within CARTA are transportation, maintenance, Incline, and CARE-A-VAN.

Section 5

DISCIPLINE

A. Any employee who has been suspended or discharged shall have the right to have their case taken up by the officers or committee of the Union with the CARTA Management, in accordance with the grievance procedure herein set out, and in such cases, where upon investigation and before arbitration it is found and mutually agreed upon between the parties that such employee who has been suspended or discharged was not guilty of the wrongs, matters or things for which the employee was discharged, they shall be reinstated to their former position and paid the wages to which they would have been entitled had they continued in the CARTA's employment during the period of suspension or discharge, or such other compromise settlement, upon which the CARTA and the Union may agree. The CARTA Management shall have the right to terminate employee's services in accordance with this contract in a reduction of force.

B. The decision to discipline shall be rendered in writing within ten (10) working days from the date the infraction occurred or the day that CARTA was made aware of a speeding ticket and or re-light violation or in the case of a major violation where an investigation is required, ten (10) working days from the time the investigation is completed. If the employee is absent from work, then ten (10) working days will start upon the employees return. Working days, as used in this Section, shall exclude Saturdays, Sundays, and holidays and day one of the ten working day period shall refer to the day following the date of the infraction. The discipline shall be administered beginning within the employee's first five (5) workdays after the decision is made. In the event of an investigation, CARTA shall, upon request, keep the Union informed of the status of the investigation. Investigations for issues other than an accident shall be completed within fifteen (15) calendar days from the date of the infraction.

C. In the event of an investigation involving an accident, CARTA shall make every effort to complete the investigation within thirty (30) days. If this is not done, CARTA shall notify the Union of the status of the investigation and shall regularly update the Union thereafter until the investigation is completed.

D. CARTA agrees that employees will not be held off without pay pending investigation, except in situations deemed necessary by CARTA to protect the public and CARTA's interests. CARTA will, when possible, advise the Union prior to the action to remove the employee from service, but will notify the Union as soon as possible.

Section 6 LAY OFF

A. There shall be a separate seniority list between regular operators, shuttle operators, CARE-A-VAN operators, employees of the shop, and employees of the Incline.

B. It is agreed that, subject to other provisions of this section, when employees are laid off to reduce service, the last employee hired will be the first laid off, and so on down the list, and when employees are reemployed, they shall be offered reemployment in accordance with their previous age with CARTA, if they meet the normal qualifications for the job.

C. If, because of business conditions, or a pandemic or unusual work conditions, CARTA finds it necessary to decrease the number of employees on the Incline, such employees shall have the opportunity to qualify as Bus Operators or in the Maintenance Department, if there are openings.

D. In the event an employee is laid off and later recalled too work, their original seniority date will continue to be used for purposes of the Seniority Date Holiday provision. Employees shall continue to accumulate seniority while on furlough, for any furlough period of less than one (1) full year. Each full year of furlough shall be forfeited for seniority purposes but employees shall begin to again accumulate seniority until reaching another full year. Notice to return to work shall be by registered mail and a return receipt requested, and kept for record, one (1) addressed to the employee at their last known address, and at the same time, a copy sent to the Union. If an employee is not offered permanent employment with the CARTA within two (2) years from date of last furlough, their seniority with the CARTA shall end at the end of the two (2) year period.

E. If the former employee fails to reply for a period of seven (7) calendar days after the giving of such notice, they shall lose their seniority, and the CARTA will be relieved of any obligation to again offer them reemployment. When a former employee is recalled too work, they will have fourteen (14) days from date of receipt of notice of recall.

F. It is agreed that no employee shall have to lose any part of their work week in any department in order to keep other employees in work.

Section 7 GRIEVANCES

A. A grievance is defined as a dispute between the parties to this Agreement concerning the interpretation, application, or violation of the expressed terms of this Agreement.

B. All grievances shall be resolved, if possible, at the lowest level. In all cases the dispute will first be discussed with the department head. In the event the dispute is not resolved, the procedure for filing a grievance with CARTA is as follows:

Step 1: The aggrieved employee and/or a Union representative shall submit a written statement, describing in detail the nature of the dispute to the person designated by the Executive Director. The written grievance will, in detail, state the specific violation and the relief sought. Said grievance may not change in content from one step to the next. Grievances will not be considered if submitted more than seven (7) working days after the action leading to the dispute occurred, or after the action became known to both parties. The person designated by the Executive Director, shall schedule a meeting with the employee and/or a Union representative within seven (7) working days from the date the grievance is submitted. The person designated by the Executive Director, shall render a written decision with seven (7) working days following the date of the above referenced meeting. The decision of the person designated by the Executive Director shall be considered CARTA's final decision in all cases except discharges.

Step 2: In the event of a discharge and only in the event of a discharge, the employee and/or Union representative may appeal the Step 1 decision, in writing, to the Executive Director, or their designee, within seven (7) working days from the date of receipt of the Step 1 response. The conference and written response from the Executive Director shall be accomplished within seven (7) working days from the date of the Step 2 submission. The decision of the Executive Director shall be considered the final decision in a discharge case.

C. CARTA agrees that Union representation shall not be denied, if desired by the employee, and the Union shall be provided copies of all correspondence to the aggrieved employee.

D. The time requirements stated above may be extended by written agreement signed by the authorized representatives involved in Steps 1 and 2. Response to the extension request must be received within 10 working days.

E. Failure by either party to comply with the time requirements shall cause forfeiture of the failing party's position.

F. Working days, as used in this section, shall exclude Saturdays, Sundays, and Holidays.

Section 8 ARBITRATION

A. Properly accredited the CARTA Management officials shall meet and treat with properly accredited committees or officers of the Union who may be employees of the CARTA or general officers of the Amalgamated Transit Union on all questions and grievances arising out of the interpretation or application of the terms of this Agreement that may arise during the life of this Agreement. Should there be any questions or grievances that cannot be amicably adjusted by such conference; they shall be submitted to a Neutral Arbitrator selected following the procedure herein provided. Within thirty-five (35) calendar days after the grieving party has received notice in writing from the other party of the final decision of the grievance against the grieving party or has received notice in writing that the grievance cannot be disposed of by conference, the grieving party shall give notice in writing to the other party that the grieving party desires to arbitrate. If within ten (10) days after such notice from the other party to the grieving party has been delivered, the two (2) parties have not selected a third Arbitrator, then the two (2) parties, jointly shall request the American Arbitration Association to certify a list of five (5) names, from which list, the Neutral Arbitrator shall be chosen, by each party striking a name until only one (1) name is left. No person shall be included in such list that has been previously rejected by either party. The order in which parties shall strike the names shall be determined by lot.

The Neutral Arbitrator selected in this manner shall hear and determine the dispute, and the written decision of the Neutral Arbitrator shall be final and binding on the parties hereto. Each party, separately, shall pay the expenses of presenting its case, and they jointly shall pay the Neutral Arbitrator, and any other general expenses of the Arbitration. Any period of time herein provided may be extended by agreement between the CARTA and the Union, which agreement will not be unreasonably withheld by either party.

Section 9 NO STRIKE, NO LOCKOUT

A. The Union agrees that during the life of this Agreement, there shall be no sympathetic strike for any outside cause or grievance, and in case of disagreement or dispute between the CARTA and employees or the Union, the CARTA agrees not to lock out its employees, and the Union agrees there will be no strikes or slowdowns, but the CARTA and the Union agree to settle grievances as provided in this Agreement.

Section 10

LEAVE OF ABSENCE

A. The CARTA agrees that all officers or members of the Union's committees shall have a preference over all other members of the Union in securing leave of absence on business for the Union. Any member of the Union elected or appointed to any office in the Union, International, or the Chattanooga Area Labor Council or the Tennessee State Labor Council, which requires their absence from work, will retain their full seniority rights with the CARTA and upon retirement of said office, will notify the CARTA within thirty (30) days of their intentions to return to work.

B. Any employee covered by this Agreement, if their services can be spared and they present satisfactory reasons, may secure a leave of absence of thirty (30) days.

C. Any employee covered under this agreement will be permitted to apply for a medical leave of absence for a period not to exceed two (2) years. Bidding and company seniority shall accumulate during such medical leave of absence. CARTA shall continue to pay individual and family medical insurance coverage during the leave so long as the employee pays any premium due from him or her. After two (2) years, CARTA shall not have any obligation to the employee with regards to guaranteed employment with CARTA. For purposes of this section, the medical leave shall be deemed to begin on the first day of absence of the employee.

D. Persons wishing to apply for such medical leave shall do so in writing to the CARTA Executive Director. CARTA may require a medical review by the CARTA physician. In the event that the CARTA physician does not support the need for a medical leave of absence and the employee's personal physician does support such a leave, the matter shall be decided by a neutral third physician in the same manner as outlined in Section 13 of this agreement. CARTA and the Union agree to comply with the requirements of any federal, state, or local law or regulation concerning leaves of absence such as the Family Medical Leave Act.

Section 11

SELECTIVE SERVICE ACT

A. The terms and provisions of the Uniformed Services Employment and Re-Employment Act, or any Act amendatory thereof, affecting the seniority and job rights of any employee of the CARTA who is drafted or who volunteers for service in the Military Forces of the United States, shall be complied with.

Section 12

SUPERVISORS AND UNION SENIORITY

A. When an employee in the bargaining unit is promoted to supervision, they will be given one hundred and twenty (120) calendar days in which to qualify, or to exercise their option to return to the bargaining unit without giving up their seniority bidding rights. If they elect to remain in supervision, they will accumulate company seniority only.

Section 13

MEDICAL EXAMINATION

A. by governmental regulations, and shall take supplemental examinations if and when, in the judgment of the CARTA, they have suffered impairment of vision or hearing, or have become mentally or physically ill to the extent that they may become unsafe. For such examination, the CARTA will select a physician, surgeon, or specialist of high standing and will pay for their services. However, the employee shall have the right to have their family or personal physician present during and participate in the examination. On failure to pass such an examination, the employee shall not be permitted to work until they are physically able to pass the examination and perform their duties in a safe manner. However, if there is an opening in some other necessary work, which the employee in the opinion of the CARTA is qualified and physically able to perform then they shall be given the opportunity to do such work.

B. On failure to pass the examination by the CARTA physician, an employee may, at their own expense, contest the results of the unfavorable examination by notifying the CARTA within ten (10) days from the date the results of the unfavorable examination are known, that they disagree with the CARTA physician's diagnosis and then undergoing a second examination by their or own personal physician. Where the results of the examination by the CARTA physician and the personal physician disagree, the issue of fitness for work shall be referred to a neutral third physician within ten (10) days from the date the disagreement arises. The CARTA physician and the employee's personal physician shall choose the neutral third physician. The concurrence of two of three medical opinions shall be final and binding upon the CARTA, the employee involved, and the Union, and shall not be subject to the grievance and arbitration provisions of this Agreement. The CARTA and the Union shall share equally the cost of obtaining the neutral third physician's report.

C. In the event an employee fails to pass the examination by the company physician, but upon additional testing or an examination by another physician, requested by the company physician, the employee passes the examination, CARTA shall pay the employee for any time lost at the rate of eight (8) hours per day. CARTA shall also be responsible for paying for the additional medical services.

D. Employees withheld from service during the medical arbitration process described in this section, and reinstated by the neutral physician, will be paid by CARTA at a rate of eight (8) hours per day from the first day.

E. The employee will make appointments with the physician as required (or may request CARTA to make the appointment, except for DOT physicals), and except for required pre-employment physical examinations, employees shall be paid three (3) hours pay for examinations by the CARTA physicians.

F. Employees may use a DOT Certified physician of their choice but will have to pay for the physical.

Section 14 BULLETINS POSTED

A. There shall be placed in each reporting room, a bulletin board on which this Agreement and any change in or supplement thereto, may be posted, and on this bulletin board, the Union shall have the right to post notices of which the union may desire to reach and notify its members.

B. It is necessary to post bulletins on the CARTA bulletin board from time to time, some of which take effect immediately and the employees are required to read all new bulletins each day to get a complete understanding of the orders before going to work. Copies of these bulletins will be furnished to the Union.

Section 15 ACCIDENT PREVENTION

A. Accident prevention work is recognized throughout the civilized world as being important and incidental to the operation of a mass transportation system, and the Union and employees agree to cooperate fully with any and all accident prevention programs, to attend general and group safety meetings held for the purpose of presenting new problems and finding solutions for old problems, and to keep before the employees the importance of accident consciousness. The CARTA and the Union further agree to encourage and promote the accident prevention work and consciousness among the employees, and to create as nearly as possible a one hundred percent (100%) spirit among the employees of genuine accident prevention. It is recognized by the employees and the CARTA that all benefits flowing from accident prevention work insure mutually to their benefit.

B. All accidents, whether trivial, minor, or serious, occurring on or about a vehicle; all disturbances, ejections, or arrests on a vehicle; all accidents involving CARTA automobiles and trucks; and all injuries to employees in line of duty, shall be promptly and fully reported by the employee to their immediate superior. The report to "the CARTA" shall be on forms provided by the CARTA for that purpose, and all rules of the CARTA with respect to accidents, procuring information, and promptly reporting, will be fully complied with by the employee. Further, all employees will promptly report to "the CARTA", in writing on forms provided by CARTA, any information they may possess in relating to any accident in which the CARTA may be involved, or to any claim or suit against the CARTA.

C. The CARTA agrees that any employee may have the full cooperation and assistance of "the CARTA" in making accident reports, detailed statements, drawings, etc., which may be necessary to express and convey a complete understanding of facts of said accident.

D. Each employee going to the Safety Department for the purpose of making an accident report will be paid thirty (30) minutes at their regular straight-time or overtime rate, whichever applies, for making the initial report or a follow up report. Employees required to return to the Safety Department for further visits concerning the same accident shall be paid for actual time in the Safety Department.

E. The Union and the employees agree to cooperate wholeheartedly and fully with representatives or officials of the CARTA in reporting accidents, procuring of information, and assisting in the defense of lawsuits.

F. Before an employee can be disciplined for an accident to which mechanical fault is alleged to have contributed, the mechanical equipment involved shall be tested in the presence of a designated Union Representative, provided that the duty of reporting such mechanical defect shall be upon the Operator at the time of the accident, provided that such Union Representative shall be present for such test after reasonable notice by the CARTA to the President of the Union, or in their absence, to the Vice-President or the Financial Secretary. No Operator, when instructing students and exercising reasonable care in the performance of their duties, may be disciplined for an accident which occurs while the student is operating the vehicle.

G. When employees are required to attend court as witnesses for the CARTA, they will be paid by the CARTA for the time they are actually in attendance at the regular hourly rate of pay they would have received had they worked at their regular employment. However, if any Operator or any other employee is caused to lose their regular days' time by reason of such attendance at court, he will be paid by the CARTA whatever amount he would have earned had he been permitted to work at their regular run or job, in lieu of being paid for the actual time spent in attending court.

H. The accident review committee will determine the chargeability or non-chargeability of accidents.

I. Employees shall have access to all reports, documents, etc., relative to the accident involving such employee which are used by the person or persons determining chargeability prior to the below referenced meeting.

J. The CARTA shall notify the employees and the Union of the date of the hearing before the Accident Review Committee and the employees and a Union representative shall be entitled to appear before the Accident Review Committee prior to the rendering of their decision. The committee will consist of two (2) members appointed by CARTA, two appointed by the Union, and a neutral, qualified third party to be selected jointly by CARTA and the Union. CARTA and the Union will agree upon a system of voting which prevents the identity of each voter's decision from being known.

K. The determination of chargeability by the CARTA management shall be subject to the grievance and arbitration procedures outlined elsewhere in this Agreement.

L. A safety committee composed of a representative of the CARTA and a representative of the Union shall inspect the maintenance and Incline facilities for purposes of identifying ways of improving safety. Such inspections shall take place on a quarterly basis.

Section 16

JURY SERVICE

A. When employees are required to serve on the Jury, they will be paid by the CARTA the difference between the amount they are paid for Jury Duty and the amount they would have received had they worked their regular shift.

B. When an employee is selected to serve on the Jury, he will not be required to report to work in the A.M., but in the event an employee is excused or released from Jury Duty for any reason, he must report immediately to the Dispatcher for assignment, or to pick up the employee's regular assignment run. Shop employees selected to serve on the Jury must make arrangements with the Director of Maintenance. It is the intent of the CARTA that employees will not lose any pay while serving on the Jury, and it is the intent of the employees that they will be available to perform their normal duties at such time that does not conflict with serving on the Jury.

Section 17

EFFICIENT SERVICE

A. The Union and the employees agree that all employees will perform loyal and efficient service in their several departments of work; that they will be attentive to their duties; that they will observe and conform to the rules and regulations of the CARTA; that they will comply with the instructions and directions of the officials, officers and supervisors over them (it is understood that the Union has the right to question the reasonableness of any rule or instructions that may be issued by the CARTA or its officials); that they will operate their vehicles carefully and with the utmost regard at all times for the care of the equipment, the safety of the passengers, and the public in general, in a continuous program of good public relations and improved ride building; that they will at all times give the riding public equal business courtesy and respectful consideration and treatment; and that they will use their influence, good will, and best endeavors to protect the property of the CARTA and promote its interests to the end; that the transportation system may grow in popularity and increase in efficiency, volume, and scope; and that the revenue and resulting profit from its operation may become greater.

B. Employees and officials of the CARTA and the union shall in all matters pertaining to this Agreement, take into consideration that the CARTA is a public service corporation and that the safety and goodwill of the general public, including the patrons of the CARTA, are of primary importance.

Section 18

HOLIDAY AND HOLIDAY PAY

A. The following holidays will be observed as legal holidays for all employees covered by this Agreement:

New Year's Day	Labor Day
Easter Sunday	Thanksgiving
Memorial Day	Christmas
Martin Luther King's Birthday	Birthday
Fourth of July	Hire Date Holiday
Four (4) Personal Days	Juneteenth

B. Employees may select to have their birthday holiday made into a floating holiday subject to the procedures in place at the time of the selection. The Hire Date holiday must be worked, and the employee shall receive pay for the time worked plus eight (8) hours. Employees may request payment for their birthday and/or the floating holidays in place of taking the time off.

C. Any employee prevented from working because of the CARTA operating a holiday schedule on the eight (8) holidays stated below shall be paid eight (8) hours holiday pay at straight time. To be eligible for this straight time pay, an employee must complete all assigned work, be excused by the Executive Director or his/her designee or be eligible to receive sick leave pay or be receiving sick leave pay, on the day before the holiday, the holiday (if applicable), and the day after the holiday, according to their normal work week. Employees will be paid time and one half for working on a holiday whether it is the employee's day off or not and will also be paid holiday pay of eight (8) straight hours. Such time and one-half will be paid on New Year's Day, Easter, Memorial Day, Martin Luther King's Birthday, Fourth of July, Labor Day, Thanksgiving, and Christmas.

D. It is the spirit of this provision that an employee prevented from working by the CARTA shall not lose any time. There is to be no pyramiding of overtime.

E. If an employee works on a general holiday, which is also their birthday, the employee shall be paid sixteen (16) hours holiday pay at straight time, plus time and one-half for all hours worked on the holiday, with total pay for the dual holiday to be not less than twenty-four (24) hours for all employees.

F. If an employee's birthday falls on February 29th of any year, March 1st will be observed as birthday holiday.

G. If an employee's birthday falls on another general holiday, the employee will be paid for two (2) days if they do not work on the holiday.

H. Only the holidays named in this section shall apply toward holiday pay. Employees entitled to holiday pay under the above rules will receive only one (1) holiday pay for any one of the above-named holidays.

I. In the event any holiday provided for in this contract falls on a Sunday, the day that is locally observed will be observed as the holiday.

Section 19

BEREAVEMENT PAY

A. In the event of the death of a spouse, mother, or father (by birth or legal adoption), or a child of an employee, he will be given seven (7) consecutive days leave of absence for the purpose of attending the funeral, etc. The employee shall be paid for any days during the leave which they normally would have worked. It is the intent of this section that an employee shall receive five (5) days of paid bereavement leave.

B. In the event of the death of a current mother-in-law, current father-in-law, current grandparent, brother, sister, half-brother, or half-sister of an employee, he or she will be given three (3) working days paid bereavement leave.

C. In the event of the death of a current brother/sister-in-law of an employee, he or she will be given one (1) paid day to attend the funeral.

Section 20

FREE TRANSPORTATION

A. The CARTA will continue during the life of this contract, to permit its employees to ride its transportation system free of charge. Retired employees will be furnished a badge or pass entitling them to ride the CARTA transportation system free of charge.

B. The spouse or dependent(s) of an active, or retired employee will be furnished a pass entitling them to ride the CARTA transportation system free of charge, provided that, the spouse comes to the CARTA office to get a photo identification card. Dependent is defined as a person eligible to be on CARTA medical insurance.

Section 21 INSURANCE PLAN

A. The CARTA agrees to provide total life insurance of \$ 35,000 for active employees at no cost to the employee. CARTA agrees to provide total life insurance of \$2,000 for all persons who retire under the CARTA/ATU pension plan, at no cost to the retiree.

B. CARTA shall provide accidental death (double indemnity) and dismemberment insurance in the amount of \$30,000 for all active employees.

C. The employee share of the individual premium will be as listed below, per pay period effective-
July 2020-\$32.50

D. The employee share of the family premium will be as listed below, per pay period effective-
July 2020-\$85.00

E. CARTA agrees to maintain an employee on the group medical plan for a period of two years if, they retire on total disability (this includes persons in the DROP who must leave employment due to disability) so long as the laws require employees to have the option of continuing coverage. If the law no longer requires continuing coverage, the CARTA agrees to keep the disabled retiree on the group coverage if permitted by the terms of the insurance policy. The CARTA will pay up to \$175.00 per month toward the premium of this coverage whether it is as part of the group policy or is an individual policy.

F. CARTA shall pay up to \$175.00 per month toward the premium of a medical insurance policy for persons who retire before age 65 under the early retirement provisions of the plan. CARTA shall pay this benefit until the employee is eligible for Medicaid / Medicare.

G. The CARTA agrees that during the life of this Agreement, it will pay premiums up to, but not more than, \$4.50 per year per employee for all employees of the CARTA under a policy issued by Union Labor Life Insurance Company to Amalgamated Transit Union. The CARTA reserves the right to purchase this coverage from any responsible insurance company.

H. The CARTA may, upon notice to the Union, change the carrier of any of its insurance programs so long as the level of benefits under the new policy or policies is not reduced. If the CARTA elects to change insurance carriers without the approval of the union, CARTA agrees to pay any premium increase occurring during the first twelve (12) months after such unilateral change.

I. Employees hired after March 1, 2012, will pay 15% of the medical insurance premium. CARTA agrees not to change any benefits without approval of the Union. The Union agrees to formally meet with CARTA in the event that medical insurance cost increases and exceed the budgeted level. This meeting will be held to consider options to current benefit levels, but no changes may be made without the agreement of both parties.

J. CARTA will contribute \$200 per year to a Section 125 flexible medical account for every employee covered by CARTA's medical insurance program.

Section 22 DISABILITY INSURANCE PROGRAM

A. The CARTA agrees to provide a long-term disability program for employees which will provide Coverage after a one hundred eighty (180) day wait period and which is based on providing 60% coverage of earnings. CARTA shall pay 100% of the premium for such insurance.

Section 23 VACATIONS

A. All employees who have been in the service of the CARTA for more than one (1) year and less than two (2) years will be given one (1) week's vacation with pay at their regular rate per hour; those who have been in the service of the CARTA for more than two (2) years will be given a vacation period of two (2) weeks with pay at their regular rate per hour; and those who have been in service of the Company five (5) years or longer will be given vacations in accordance with the following schedule:

<u>Period of Service</u>	<u>Vacation Period</u>
Five (5) years or less than fourteen (14) years	3 weeks
Fourteen (14) years or less than twenty-one (21) years	4 weeks
Twenty-one (21) years or less than twenty-eight (28) years	5 weeks
Twenty-five (25) or more years	6 weeks

Employees with more than two weeks of vacation may receive pay for all or any part of vacation in excess, of two (2) weeks in place of taking the time off in week increments.

B. All employees shall receive vacation pay of forty (40) hours per week. No employees shall be required to work during their vacation period. Employee vacations in the shop and the Incline will begin with their first day off.

C. Employees will pick vacations according to seniority regardless of the shift he may be working.

D. Employees eligible for three (3) weeks or more of vacation may select to have one (1) week to be taken one day at a time. Such selection must be made at the time of the annual vacation pick. The vacation days which the employees select to be used one day at a time must be requested as early as possible but never less than twenty-four (24) hours in advance of the day desired except in cases of emergency when such notice may not be possible. CARTA retains the right to deny the selection of particular days when already selected by another employee or due to manpower limitations. Any such single vacation days not used by December 1 of each year shall be paid to the employee by the end of the calendar year.

E. Any employee who does not take one (1) week of vacation a day at a time may use these days for bereavement purposes not covered in the bereavement section. Employees may also use personal days for bereavement purposes not covered in the bereavement section.

F. When an employee leaves CARTA for any reason, any unused vacation weeks will be posted and bid on according to seniority. The CARTA will keep bid sheets through the end of December and copies will be provided to the Union. No vacation weeks selected may be traded, they must be bid.

Section 24

UNIFORMS AND TOOLS

A. The CARTA shall specify and approve the type and material for all uniforms. A uniform is composed of pants, shorts, shirts, sport jacket, tie, socks, jacket, sweater, vest, CARTA emblem, winter work clothes (Incline), jeans (Incline maintenance) keyholder, baseball cap, shoes, raincoat, and belt. From March 1st of each year through October 31st, employees may wear shorts, knee socks, Capri pants (females only) and semi-sports shirts with short sleeves without ties. It is agreed that a bowtie, or four-in-one tie may be worn. It is further agreed that ties are not required to be worn between, November 1st through February 28th, of each year when an employee elects to wear a short sleeve shirt. A sweater or jacket may be worn with short-sleeve shirts with or without a tie.

1. Dri-fit/thermal undergarments- these don't have to be purchased at the uniform store, turn in the receipt to be reimbursed and the amount will be deducted from the uniform allowance.
2. scarves- all scarves need to be tucked into your jacket/shirt, so they aren't a safety hazard; they need to be navy in color and plain unless you purchase them from the uniform companies, and they have the CARTA logo-for cold weather use only
3. leather/driving gloves- these need to be approved by a supervisor/manager prior to using them. Please make sure that they aren't slippery. They need to be black/brown or navy blue to blend with your uniform-these don't have to be purchased these at the uniform store, turn in the receipt to be reimbursed and the amount will be deducted from the uniform allowance
4. Maintenance employees once a year will be allotted \$60.00 for Dri-fit/thermal undergarments and gloves, a receipt must be provided

B. CARTA will provide \$365.00 for contract year beginning July 1, 2021, and \$375.00 for contract year beginning July 1, 2022, and \$385.00 for contract year beginning July 1, 2023, to Bus Operators for the purchase of uniforms as specified by CARTA. If CARTA changes the uniform or any part of the uniform, CARTA shall provide one replacement for any part of the uniform that is changed. CARTA agrees to purchase each new employee (transportation, Incline, and CARE-A-VAN) two pairs of pants, two shirts a winter coat and hat the cost of which shall be deducted from the employee's first uniform allowance. CARTA shall provide rental uniforms to all maintenance employees at CARTA's expense.

C. CARTA agrees to provide an allowance for tool replacement to Mechanics, Electricians, Body & Building Technicians, and the Incline Repairman of \$495.00 to be paid in the first full pay period of January 2022 and \$510.00 to be paid in the first full pay period of January 2023, \$525.00 to be effective the first full pay period of January 2024.

D. CARTA agrees to provide a tool allowance to Helpers of \$320.00 to be paid in the first full pay period in January 2022.

Steel toe or composite safety shoes will be mandatory for all shop employees. CARTA will provide an allowance for safety shoes of \$175.00 once a year for safety shoes. A receipt must be turned in along with proof that the shoes purchased were safety shoes.

E. Receipts for tools must be provided to the Manager of Maintenance by November 30th of each calendar year. Any portion of the tool allowance not covered by receipts will be included on the employee's W-2.

F. CARTA agrees to provide one safety vest per year to all employees. Each October, CARTA will purchase one safety vest, if employees wish to purchase additional safety vests the cost will be deducted from their uniform allowance.

Section 25 COMMERCIAL DRIVER'S LICENSE

A. The CARTA agrees to pay the difference in the cost of the legally required commercial driver's license and the regular automobile license at the time of renewal for all employees required to have a bus or truck rated commercial driver's license.

Section 26 GENERAL WORKING RULES

A.

1. When CARTA is notified in writing the employee will be out 15 calendar days or more, their run will be posted within three (3) days. If an operator vacates his run for fifteen (15) calendar days, at the end of fifteen days the run will be posted for bid and seniority will prevail in filling the run. Time off for vacations does not count in such instances.

2. When a bus operator is relieved on the road, the relieving operator will be paid for time from the garage to the relieving point and the operator relieved likewise will be paid for time going from the relieving point to the garage. Time in each instance shall be calculated upon the bus schedule time to/from the garage to/from the relieving point.

3. No regular operator will be given work other than their regular run unless there are no available extra board operators. When a regular operator is called in on their off day, they will be considered an extra board operator for that day.

4. When an operator fails to report at their proper time for any reason in the a.m., they will not be assigned to any late work until the entire extra board has been exhausted, such operator may be assigned to other work or assigned to emergency person position. This clause does not apply to Incline employees.

5. Special work will sign on ten minutes before the time it is due to pull out from the garage and sign off at the time of the return. CARTA has the right to cancel special work up to the report time of the special work.

B. DXB Procedures & Overtime Rules

DXB Operator is an operator who does not have a permanent revolving assignment/pick number.

1. A daily revolving system will be used. Operators on the DXB must be assigned to an eight (8) hour piece of work (referred to as a 'revolver') posted above the red line at 5:00 p.m. before revolving. DXB operators who are in the revolving or run position will be assigned their runs at 5:00 p.m. the preceding day. All runs will be assigned in the order that follows:

- a. Straight days
- b. Split runs that sign off before 4:00 p.m.
- c. Twilights
- d. Split twilights
- e. Split runs that do not fit in any of the above categories.

2. If there are two runs in the same category, they shall be assigned as follows:

- a. Run with most time in it
- b. Earliest report time
- c. Run which gets off the earliest

3. Overtime is optional and can be offered (if any) at time run is assigned. An operator assigned to straight runs must notify the dispatcher if they wish to work over.

4. Bus operators on the overtime list working for the p.m. dispatcher after completing full Assignment must notify the dispatcher by 8:00 a.m. if extra work is desired. Work will be assigned according to the sign off time of the run. All operators on the book who signed for extra work must notify the dispatcher yes or no with their intent to work for the day.

5. An employee who has worked overtime or been offered overtime work but was inadvertently overlooked shall be paid the overtime he or she should have received.

6. Operators must notify the dispatcher at least forty-five (45) minutes before sign on time if unable to work, or it will be counted as a sleep out. Operators with sign-on times prior to 5:00 a.m. must notify the dispatcher by 4:00 a.m.

7. Should all full-time operators reject all overtime offered; part-time operators will be permitted to work the assignment even if in doing so their twenty-five (25) hours will be exceeded. Nothing in the above section disallows CARTA from requiring overtime work (assigned in reverse seniority) when necessary to get all assignments worked. The cap will be thirty (30) hours when full time operators are being forced to work.

8. Any regular operator who worked overtime shall revolve. The rotation shall occur at 8:00 a.m. for those receiving p.m. overtime, and at 5:00 p.m. for those receiving a.m. overtime.

C. Night Extra Board

1. Day extra operators will have preference over night extra operators when assigned to runs that come off by 8:00 p.m.

2. If an operator is rolled off the night extra board and there is an opening on the night extra board, the operator may work below the red line until that opening on the night extra board comes off. If the operator passes up this night extra board opening, they will not be permitted to roll another operator off the night extra board.

3. An extra operator who is next out on the night extra board will be assigned their assignment before the report time, if there is an extra run available that the night extra board operator can run prior to the report time of the regular assignment.

4. When a night extra board operator is called in to run trips in the a.m., this time will not be counted on their seven-hour guaranteed time for that day.

D. Assigning Work

1. Work will be assigned to DXB operators according to their standing on the board as follows: revolvers, unassigned runs, then trippers. Trippers will be assigned to the first DXB operator who did not receive a revolving assignment.

2. A.M. trippers will be assigned at 5:00 p.m. the preceding day in order of report time with protection assigned to the first operator who did not get a revolving assignment, second operator getting the first tripper signed on, etc. If two trips sign on at the same time, the one with the most time will be assigned first.
3. P.M. trippers will be assigned at 8:00 a.m. as follows: first operator assigned to p.m. tripper with the most time.
4. Any operator getting off a.m. trippers before 8:00 a.m. will be responsible to call dispatcher for their p.m. tripper assignment.
5. Any late straight assignment open to the DXB will be assigned same as a.m. trippers to the first operator who did not get a revolving assignment. The operator will be required to work the assignment until 8:00 p.m. If the operator does not want the full assignment the last part will be offered down the extra board with the last operator required to take the remainder of the assignment.
6. A DXB operator shall be assigned to runs and trippers which are open and be guaranteed seven (7) hours for the day provided there are a sufficient number of DXB operators reporting to cover all the posted runs.
7. A DXB operator who works late (after 8:00 p.m.) is not required to report until they have been off duty eight (8) hours. If they wish to maintain their standing on the board, they must contact the dispatcher before 4:00 p.m. preceding the next day's a.m. report and make their intentions known. If the DXB operator working late wishes to report after their eight (8) hours, they will be assigned to work that is open after the eight (8) hour period. This time will count against their guaranteed time. If the operator chooses to report for a.m. trippers, the a.m. tripper work will not be counted against their guaranteed time.
8. CARTA may select operators in advance to run specials or do special work, and proper notification will be given, and the names of selected operators(s) posted for such work on the dispatcher's book. Any specials or special work that is definitely known to have eight hours or more time will be listed as a revolving assignment and the extra board operator selecting or assigned to such runs will be revolved.
9. If an assignment or tripper comes open after 5:00 p.m. and all DXB operators have been assigned for the a.m. report, it will be the responsibility of the operator assigned to protection to run it. If an operator sleeps out, their run will be assigned to the protection operator (if available) and the operator who has slept out will be placed at the bottom of the extra board for that day and be assigned by the dispatcher as needed. The operator who slept out will lose any guaranteed time for that day.

E. Off Day Rules/Okaying for Work

1. All operators will have two (2) days off each week. The off days will be given consecutively whenever possible. The CARTA will determine how many operators can be off each day. DXB operators will choose their off days according to seniority.

2. All operators other than late straight operators off from work for any reason other than vacation must okay by 4:00 p.m. on the day preceding the day they are to return to work (Saturday on weekends). Night operators must okay by 7:00 a.m. on the day they are to return to work and by 4:30 a.m. on the day they return to work if they wish to be called for a.m. trips. Operators will not be required to okay when returning from vacation. Operators with regular assignments will report for their assignment at their regular report time on the day they are to return to work from vacation. DXB operators returning to work will call the dispatcher by 4:30 a.m. on the day they are to return to work for their assignment on that day.

3. Operators are permitted to work on their off days. If an operator is called in to work on their off day for special service, he or she shall be paid four (4) hours or the time of the special service, whichever is greater. If the operator is called in on their off day for special work and this work has been canceled by the time the operator arrives at CARTA, he or she shall be paid two (2) hours. If an operator is called in on their off day for special work and this work is canceled and the operator is contacted at home prior to leaving for CARTA, the operator shall receive no pay.

4. An operator called in on their off day will be placed at the bottom of the DXB/NXB, whether in a.m. or p.m.

F. Posting Work/Rolling Rights

1. All runs that are being bid on shall be posted for at least three days with no more than one (1) run coming off the posting board at a time. If an operator is off during the days a run is posted, the operator may roll for such a run according to seniority within three (3) days after reporting back to work.

2. When an operator bids on a run, it is not permissible for the operator to remove their name from the posted run. One operator may not put another operator's name on the run unless authorized to do so by the operator desiring the run. An operator may not put their name on more than one run at a time.

3. When an operator's name is posted on the board to roll another operator, it will not be permissible for this operator to change their mind or roll someone else.

4. Any run not bid on after being posted on the board for three (3) days shall be assigned to the extra board operator with the least seniority that does not have a run.

5. If an operator is off sick for fifteen (15) days and their run is posted, the operator will not be eligible to bid on the run or any other run unless able to return to work.

6. A DXB/NXB operator cannot leave the DXB/NXB and roll for a board run.

6a. No extra board position will be posted as long as there is an open run available.

7. An operator cannot leave a board run and roll for another run or go to the DXB except in case of a permanent change in schedule, route, or type of commuter. The CARTA may make changes to the run which alters the total time up to five (5) minutes without rolling rights being required; however, the operator on such a run shall receive the pay time for the run either prior to or after the change, whichever is greater. An operator may roll after two (2) days and has seven (7) days in which to leave a board run from date of permanent change of schedule, route, or type of commuter.

8. The first operator who has rolling rights for any reason must advise the dispatcher twelve (12) hours in advance of their decision regarding their new assignment or employee status.

9. An operator may work the bottom of the DXB for three (3) days only, and not forfeit their rolling rights; however, this same operator cannot pass up an open run that is posted and then roll for this run.

10. When the off days of a run are changed, or when the pay time of a run is increased or decreased by more than fifteen (15) minutes, the run will be posted for bid.

Section 27

REGULAR RUNS AND MADE-UP RUNS

1. All regular runs will have not less than eight (8) hours nor more than nine hours per day, including all allowance time (Report, Pad, spread or travel time), and every attempt will be made to keep the runs as near eight (8) hours per day as possible. Time and one-half the regular rate of pay shall be paid all operators under the following conditions:

- a) For all time worked in excess of a regular scheduled board run.
- b) For all time worked on an operator's regular scheduled off-day so long as the employee has not missed work due to sickness in the pay week.
- c) For all time worked in excess of nine (9) hours per day to operators not working their regular scheduled board run.
- d) For all time worked in excess of forty (40) hours per week.

2. The spread time of all regular split runs will not exceed thirteen (13) hours. Time and one-half shall be paid for spread time on a split run-in excess of twelve (12) hours. With reference to split runs, spread time is the total of expired time from the report time of the first piece of work to the pull in time of the last piece of work.

3. Work made up of trippers may average less than eight (8) hours per day but shall not exceed Eight (8) hours per day and may be operated as a regular assignment without any obligation on the part of CARTA to guarantee eight (8) hours if any operator prefers to select such work rather than work the DXB. A made-up run must be created for a five (5)-day work week, then presented to the dispatcher so that off days can be arranged before an operator selecting such a run can run any part of their made-up run. An operator with a made-up run shall receive overtime pay only for the time worked in excess of nine (9) hours per day.

An operator who selects a made-up run must keep it for at least thirty (30) days, at which point such an operator may voluntarily give it up but can only return to the DXB. If the CARTA creates a tripper during the thirty (30) day period, an operator who has selected a made-up run may change to the new unassigned tripper according to their seniority.

Section 28

OFF DAYS

A. All Operators will have two (2) days off each week. The off days will be given consecutively whenever practical. It being understood that it will be impossible for all Operators to have their off days consecutive. The CARTA will determine how many employees can be off each day. Extra Operators will choose their off days according to seniority.

Section 29

GENERAL MARKUPS

1. There will be two general markups in the transportation department (regular and shuttle) each year, and may be a third one if deemed necessary by management. The required markups shall be on or about May 31, and on or about September 1, or at times that are mutually agreed upon by the CARTA and the Union. The third markup, if necessary, shall be on or about January 1, or at some other time that is mutually agreed upon by the CARTA and the Union. The CARTA reserves the right to make schedule changes at any time it is so desired in the best interest of the CARTA.

2. The CARTA and the Union agree to use every effort to complete each general markup within three (3) days, and the CARTA shall pay the Union representative designated by the Union to participate in such markup, up to but not more than three (3) days' time at straight time at each markup for being present and assisting in the markup. An operator who is absent or who neglects to pick a run at the time he or she is entitled to do so will be assigned a run by the supervisor and union representative after reasonable effort to reach the absent operator has failed. A run so assigned will conform as close as possible to the run held by the absent operator at the time of the pick.

2a. Each operator shall be given ten (10) minutes to pick run.

3. Incline markups will be held twice a year, not earlier than May 1 and not later than September 30. Any extra Incline jobs may be posted on the Transportation board only when sufficient manpower exists in the transportation department to fill both bus and extra Incline assignments.

4. Bus runs not picked by seniority during a markup shall be assigned by inverse seniority.

5. Operator's assigned runs by inverse seniority shall hold the same until operators with less seniority are hired and are qualified to take the assignment and/or a markup takes place.

6. Operators may place their name on the overtime list at any time. If a bus operator refuses overtime three (3) consecutive times they will be removed from the overtime list for 30 calendar days from the last date of refusal. If the bus operator wants to be added back on to the overtime list, they need to submit the request in writing after the 30 days has expired.

7. It is understood that the above shall not negate existing conditions contained within the Agreement.

Section 30

GARAGE

A. The employees in the Garage shall have their choice of shifts in their respective classification of work according to their seniority, at least once a year. The required markups will be put up for bid December 1 and must be bid in by December 15th to take effect on January 1st. Any additional markups required by management shall provide for the same schedule of ten (10) days to bid and fifteen (15) days to take effect from the original posting. Garage employees will be assigned a call-in time for mark-ups.

B. Each workday shift or eight (8) hours will have a one-half (1/2) hour meal period with pay, and the spread time of these shifts will not exceed eight (8) hours. Morning and afternoon coffee breaks will be discontinued. The spread time of the mechanics on the second and third shifts shall be eight (8) hours.

C. Except for training purposes, when an employee in a higher classification is off, and employees in lower classifications are substituted to do their work, they will be paid in the rate the classification calls for.

D. It is agreed that all jobs or shifts in the Garage that are changed, become open, or are created, will be posted within three (3) days on the bulletin board for seven (7) days to enable employees to bid on such jobs or shifts. All jobs or shifts abolished will be likewise posted, so as to permit the employee on the job or shift abolished to roll, in accordance with the seniority rights. The weekly assigned position will be used to cover employee vacancies and will not exceed a four (4) week period.

E. When an employee is shifted temporarily to a classification with a lower wage or rate, there shall be no reduction in their previous rate of pay.

F. The maximum work week in the garage shall be forty (40) hours. The maximum workday in the garage shall be eight (8) hours, and time and one-half will be paid garage employees for all time worked over and above eight (8) hours in any one day or twenty-four (24) hours (12:00 am to 11:59 pm) or for all time worked over and above the maximum work week. Any employee working over five (5) consecutive workdays in any work week will be paid time and one-half for all work performed on the sixth and seventh days. If any employee works on their off day, he will be paid time and one-half if the employee has not been off sick during the pay week. All extra work in the garage will be totaled according to seniority.

G. Overtime in the Garage will be divided among the employees in their respective classifications as equitably as possible. Employees will be called for overtime duty in accordance with their seniority in their classifications, and when an employee has worked as much as eight (8) hours accumulated overtime, he will automatically go to the bottom of the list, and except in an emergency, he will not be called again until all other employees in their classification have received or been offered as much as eight (8) hours accumulated overtime in order of their seniority. The foregoing provisions shall not prevent an employee from working overtime up to four (4) hours if necessary to complete a particular job on which he may be working, subject to prior approval by their foreman. When an employee rejects overtime offered to him or her, they then go to the bottom of the overtime list. Rejection is equal to eight (8) hours and then go to the bottom of the list. Acceptance is equal to time worked up to eight (8) hours then go to the bottom of the list. Foreman will be required to call the next available person twice within a fifteen (15) minute interval.

H. 1. Employees who will be absent from work will give notice to their supervisor at least one and one-half (1-1/2) hours in advance of their regular starting times. Failing to receive such notice, the CARTA may, if the vacancy is to be filled, fill the vacancy in the manner deemed necessary. Employees shall report to Human Resources and his/her designee before returning to work.

2. If employees are off at any location on any shift and give the Foreman one and one-half (1-1/2) hours or more notice, and the job is to be filled, the next up overtime board employee who is off will be offered the work and so on down the list. If no one wants the work, the least senior employee who is off will be called in. No double moving of jobs will be allowed.

3. All overtime work will be rotated within the same class. A board will be posted at each garage or shop showing rotation of employees for overtime work. It will show the number of hours they are charged with, even though they may not work them. Employees will be charged on the overtime board with the overtime work whenever the overtime work is offered to them, and they turn it down. If employees do not have a telephone listed with the CARTA, whenever their times come to be called for overtime work, they will be charged with the overtime if they cannot be contacted in the usual manner. If employees turn down overtime work because of illness or a worker's compensation injury, the extra time will be charged against them if they are not already on the sick list or the workers' compensation injury list. If employees are contacted for overtime work, and they decline the overtime work, they will be charged with the time even though the overtime work is not performed by someone else. The overtime work board will begin anew the first of each calendar year.

I. No employee shall receive both weekly and daily overtime payment for the same hours worked. It is intended that there shall be no pyramiding of overtime under this contract.

J. The CARTA agrees as policy, that it will not contract maintenance and repair work customarily and normally being performed by its employees as of May 10, 1962, when there are employees and facilities in its Garage Department capable of doing such work at the time it is needed. The CARTA may depart from this policy when the demands of public service in time of emergency require such action. Nothing in this Section will obligate the CARTA to hire new employees.

K. Any employee called in on their off day will be guaranteed four (4) hours. Whenever a Shop employee is called in to work after he has gone home, he will be guaranteed four (4) hours.

L. 1. Classifications for the Maintenance Department are, in descending order of responsibilities: Electric Vehicle Specialists, Mechanic and Body Repair/Building Tech. - highest; Helper; and Attendant - lowest. Job duties and potential assignments are cumulative and overlapping. Electric Vehicle Specialists, Mechanics, and Body Repair/Building Technicians can do anything done by a Helper or an Attendant, and a Helper can do anything done by an Attendant. All can be assigned as management determines they are needed.

2. Job descriptions will be in writing and will be furnished to all maintenance employees. Job descriptions may change from time to time in response to changing equipment and technology. Each employee will be given a copy of the job description in which he or she is presently employed and a copy of all updated job descriptions as they are developed.

3. Transition and Post Transition Procedures

a. No reduction in wages, including no loss of increases as provided for in this Agreement, is to be imposed upon employees reclassified. Irrespective of which classification an employee is placed in, such employees are not to be reduced in wages and in addition they are also to be paid increases in wages as provided for in this Agreement on the dates that such increases are due. This Section cannot be used or interpreted in such a manner as to reduce the current wage rate of any member of the bargaining unit, or to deny any member of the bargaining unit the yearly increases provided for herein.

b. Attendants shall be permitted to bid on openings in the Helper classification on the basis of their seniority.

c. The Helper classification is meant to be both a working and an apprentice position. Helpers will have certain responsibilities which they can carry out without direct supervision and will also be given new responsibilities which will require supervision; from direct, specific oversight to indirect supervisory review of their work.

d. The Helper apprenticeship period shall not exceed five (5) years. During the first eighteen (18) months, Helpers will receive quarterly reviews of their performance and progress. Management may, during this initial eighteen (18) month period, determine that an employee is not qualified to continue in the Helper classification and will place him or her back into the Attendance classification. After 18 months, the Helper shall continue to receive reviews on a semi-annual basis. Upon completion of five (5) years work as a Helper, or earlier if management determines he or she is qualified, a Helper will be deemed eligible to bid an opening in a higher classification. All time served in the Helper classification prior to July 1, 1998, shall count toward the time frames noted above. The Helper apprenticeship classification will train on all shifts in order to gain the most knowledge to move up in classifications.

e. It is the intent of CARTA, to the extent feasible, to promote employees in the maintenance department in their order of seniority. However, it is understood that there may arise situations where this is not possible. If the CARTA determines not to permit the most senior Helper from bidding an open position in a higher classification, the affected Helper and/or the Union may contest this decision. In such a case, the qualifications of the most senior Helper shall be reviewed by a committee composed of two (2) senior maintenance employees (selected by the Union), two (2) CARTA maintenance supervisors, and the CARTA Executive Director. In the event of a negative decision by this committee, such a decision shall have no effect on the future rights of the affected employee to again seek promotion.

f. The most senior employee in each classification shall be recognized as a Senior Electric Vehicle Specialist, Senior Mechanic, or Senior Body Repair/Building Technician, and shall receive an extra \$0.25 per hour.

M. When there are openings for advancement to better positions in any department or class of work, members may be promoted if they are qualified to fill such positions or openings. The Union and the CARTA agree that the previous sentence shall not be construed as allowing Incline employees, Garage employees or Operators to transfer as between these three departments without the approval of the CARTA.

N. When lead men are appointed in the Maintenance Department on a shift, they will be paid \$1.75 per hour in addition to their regular hourly rate of pay. Appointed Lead persons have the responsibility to direct and monitor the work force with the same authority as a Shift Foreman, except for the power to administer discipline.

O. Any employee bidding on a job in a different classification will start in that classification with zero (0) seniority and will be eligible to bid on openings in that classification in accordance with their class seniority, provided they are qualified.

P. When an employee bids on a job in any separate classification, they cannot bid on openings in other departments.

Section 31 INCLINE WORKING CONDITIONS

A. All employees at the Incline will be paid thirty (30) minutes for lunch period. The employees will be paid the hourly rate for the position they are working that day. The Incline Director will determine who covers the lunch periods.

B. The rules, regulations, and practices covering working conditions at the Incline, which have been in effect in the past, shall continue in effect, except that time and one-half will be paid to employees who are called in by the CARTA to work on their off day, time and one-half will be paid employees for work performed over scheduled shift when required by the CARTA, and when an employee in a higher classification is off, and employees in lower classifications are substituted to do their work for one full shift, they will be paid the rate the classification calls for. The off-day provisions provided for in Section 28 for the Operators will apply to all Incline employees.

C. The CARTA shall schedule ten (10) one-week vacation periods for the months of June, July, and August. Incline employees shall bid on a one-week vacation in order of seniority. In the event that all ten (10) weeks have not been selected after each employee has had their bidding opportunity, bidding shall begin in order of seniority until all ten (10) weeks have been selected or until no employee desires any remaining periods.

D. There shall be no additional markups without the written agreement of the Union.

E. The CARTA shall always fill the position of Repairman or Repairman Trainee. The person selected as a Repairman Trainee must be promoted to Repairman or replaced within one (1) year of being selected.

F. In any event where an employee of another division is temporarily assigned to the Incline, he or she shall continue to be paid at the rate of their original position.

G. The Incline will be closed on Christmas and Thanksgiving.

Section 32
UNION DUES, DEDUCTION OF

A. The CARTA agrees to honor voluntary individual check-off requests signed by employees authorizing the CARTA to deduct the employee's monthly union dues or fee equivalent, assessment, and initiation fee, in accordance with the terms and provisions of such signed authorization. It is understood that Union membership is not a condition of such authorization and direction. The CARTA agrees to remit the amount of dues deducted to the designated representative of the Union.

B. The CARTA agrees to deduct and transmit to the Secretary/Treasurer of the Union for transmission to the ATU-COPE the amounts specified by each employee from wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by ATU-COPE. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amounts deducted for each such employee.

Section 33
WAGE SCALES

A. Exhibit A attached hereto and made a part hereof gives the wage scales and conditions hereof.

Section 34
PAY DAY

A. All employees will be paid every other week on Friday. All employees will be paid through the previous Saturday.

B. When possible, paychecks will be made available after 4:00 p.m. on the Thursday preceding pay day.

Section 35
COST OF LIVING CLAUSE

A. The basic wage rates as stated in this Agreement shall not be reduced during the term of this Agreement. However, such rates shall be subject to adjustment in accordance with changes, if any, in the cost of living from April 1, 1982, as reflected by the Consumer Price Index for United States (all cities) (1967-100) (CPI-W) published by the Bureau of Labor Statistics, United States Department of Labor. The index for United States Cities as of April 1982, shall be the base index. The point, or portion of a point increase or decrease, if any, in the aforesaid index from April, 1983, through July, 1983, shall determine the cents per hour increase to be added to or decrease to be subtracted from the rates of pay specified in the Agreement between the Company and the union for the three (3) months commencing with the first day of the pay period beginning nearest September 1, 1983, and shall be paid for the next three (3) months.

B. The adjustments, if any, shall be calculated at the rate of one (1) cent for each forty-three one-hundredths (0.43) of a point change in the Consumer Price Index. Quarter annual adjustments thereafter shall be made in the same manner. Thus, the next cost of living adjustment shall be determined by the point portion of point increase or decrease, if any, in the Consumer Price Index from April 1983, through October, 1983, and shall become payable on the first day of the pay period beginning nearest December 1, 1983. Such cost-of-living adjustments shall be made during the quarter it is in effect in the computation of straight time and overtime earnings in the same manner as the basic hourly rates are used in such computation. The basic wage rates established by other sections of this Agreement shall not be reduced because of the escalator clause as herein provided.

C. Under no circumstances shall the CARTA pay any quarterly cost of living adjustment during the period of this Agreement.

Section 36

GOVERNMENTAL REGULATIONS

A. In the event of a change in the applicable laws or governmental regulations affecting working hours and overtime rates of the employees of the CARTA, so as to increase or decrease permissible working hours, and overtime rates shall be subject to this Agreement, and this Agreement may be reopened by either party during the term thereof for the purpose of such negotiations in the event of such change.

B. In the event the Congress of the United States shall declare a state of war to exist between this country and any other country, and in the further event that gasoline is rationed in this country, then in that event the Union shall have the right, upon giving sixty (60) days notice in writing to the CARTA, to reopen this contract as to wages.

Section 37

REST ROOMS

A. The CARTA agrees to develop, post, and update a list of locations on bus routes where operators may use restroom facilities.

Section 38

DURATION OF AGREEMENT

A. This agreement shall become effective July 1, 2021, and shall remain in effect until midnight, June 30, 2024, and shall be automatically renewed from year to year thereafter until either party notifies the other party not less than sixty (60) days prior to any expiration date of any desired changes in any section or sections; these changes to be furnished in writing.

Section 39

SICK LEAVE

A. Employees who have been in the continuous service of CARTA for one (1) year or longer shall be allowed sick leave credit according to the following schedule:

One (1) through three (3) years of service - 1/2 day per month

Four (4) years of service or more – one (1) day per month

B. Effective July 1, 2005, the maximum sick leave accumulation shall become one hundred and fifty (150) days. Employees who had an accumulation in excess of one hundred and fifty 150 days will be grandfathered at the number they had as of July 1, 2005 and will be able to accumulate sick leave if they fall below that number back up to their grandfathered number.

C. An employee shall be entitled to sick leave benefits because of personal illness or injury and is under the care of a physician legally licensed to practice medicine because of any such illness or injury not entitling him to benefits under any Workman's Compensation law.

D. Sick leave shall not be paid:

1. During the first two (2) workdays missed because of incapacity due to illness or injury, except that if an employee is hospitalized or has documented outpatient surgery during that illness, compensation, if earned, shall start on the first day,

2. For regular days off or for any which the employee would not have worked, and

3. For illness or injury intentionally caused or the use of narcotics, will not be paid unless in rehab

E. Sick leave shall be computed on the basis of eight (8) hours pay per day at the straight hourly rate and paid in terms of full days only.

F. A request for sick leave shall be made within five (5) days after returning to work and be supported by a doctor's certificate or other appropriate verification of bona fide illness showing the nature of illness and dates of treatment, if requested by the Company. The five (5) days shall exclude Saturday, Sunday, and Holidays.

G. An employee voluntarily leaving the CARTA with twelve (12) years or more employment shall receive 25% of any unused sick leave. An employee retiring from CARTA shall receive 100% of any unused sick leave.

H. CARTA and the Union agree to create a Catastrophic Illness Sick Leave Bank program. Such program will provide for the voluntary contribution by eligible employees of earned sick leave to a pool to be distributed to employees who are eligible for the pool and are out of sick leave. This program shall be jointly designed by CARTA and the Union and then administered by a committee selected by the Union.

Section 40 DISABILITY AND RETIREMENT PLAN

A. Effective with the first full pay period following ratification of the contract, CARTA agrees to contribute an amount equal to 12.6% of the earnings of such employees per pay period to the fund of the Disability and Retirement Allowance Plan, to which CARTA and the employees are parties, hereinafter called the "Plan," provided that the individual employees covered by the Plan contribute 4.5% of their earnings per pay period, effective upon ratification subject to the same minimum.

A1. Per the approved funding policy of the plan and the Tennessee State Law (Chapter 990 of the Public Acts 2014), the company agrees to cover 100% of the ADC (Actuarial Determined Contribution) by December 31, 2020.

B. When a Union officer is off of their regular run or shift doing Union work, the CARTA agrees to contribute to the Plan the appropriate company share of whatever their earnings would have been had they worked their regular run or shift, provided that the individual contributes their appropriate share. Documentation will be submitted on a monthly basis and both parties will sign the document.

C. For employees hired before October 1, 2012, the multiplier for the plan will be set at .0215 multiplied by years of service. If more than 20 years of service, accrual rate is .0215 for all service. Employees hired on or after October 1, 2012, the multiplier for the plan will be set at 0.02; earnings shall be defined as the average of the best thirty-six (36) months out of the last eight (8) years; the drop program will be set at four (4) years.

The CARTA and the Union agree to amend the plan as follows:

1. As of September 1, 2007, remove all maximum contribution limits and CARTA will continue to make the employer contribution for employees in the DROP program.

2. Effective with the ratification of this contract by the union and the CARTA Board, the interest rate for future DROP participants will be set at 4.5%; all employees and CARTA will pay normal percentages of straight pay (based on a forty hour week) for any time on leave from CARTA; and vested members leaving CARTA will receive 4.5% annual compound interest on their contributions if they choose to take them out of the plan.

D. The CARTA will pay any accrued vacation leave to an employee who retires.

E. The CARTA will adopt and implement the ATU 457 plan effective as soon as possible.

Section 41
PART-TIME EMPLOYEES

- A. Full-time Operators will not be required to accept part-time Operator status.
- B. The CARTA may employ no more than four (4) part-time operators.
- C. The probationary period for a part-time Operator shall be the same as that of a full-time operator.
- D. Part-time Operators shall be eligible for 75% of the uniform allowance, a transit pass, unemployment insurance, and social security. All part-time Operators shall come under the conditions of this Agreement in reference to Union membership, grievance procedure, arbitration, and Union representation.
- E. Part-time Operators shall not work more than twenty-five (25) hours per week except during the training period when no restriction shall apply or when conditions in Section 26, B7 exist.
- F. Part-time Operators shall be paid at the same rate as full-time Operators, including the progression.
- G. Part-time Operators shall be guaranteed two (2) hours when performing assigned work. Part-time Operators shall not be eligible for any other time or pay guarantees or penalties.
- H. Part-time Operators shall not be used ahead of full-time extra board Operators.
- I. Part-time Operators will not be eligible for paid leave or other fringe benefits applicable to full-time operators, except as specifically provided herein.
- J. No part-time Operator shall be employed while any full-time Operator is on layoff.
- K. CARTA shall offer full-time employment to all current part-time maintenance employees as openings become available. No future part-time employees may be hired into the maintenance department. With the exception of no more than three (3) part-time interior vehicle cleaners.
- L. No part-time Interior Bus Cleaner shall be employed while any full-time maintenance employee is on layoff. However, should a laid-off employee refuse to accept a position of Attendant the CARTA may continue to employ part-time interior bus cleaners.
- M. Any use or application of part-time employees not addressed herein shall be negotiated, and agreement with the Union reached, before being effectuated. This section will not pertain to the use of temporary, seasonal employees at the Incline.
- N. CARTA shall be permitted to employ two (2) part-time janitorial employees at the Incline. Such employees shall not be permitted to do the work of conductors, hoist operators, ticket agents, porter and oiler, or repairman. Neither will they be allowed to do track repair work. These part-time janitors shall be paid at a rate of sixty five percent (65%) of the top operator rate, and paragraphs A, C, D, and J shall apply. No part-time janitor may be employed while any full-time Incline employee is on lay-off. The part-time employees may work up to thirty-five (35) hours per week.

Section 42
SHUTTLE OPERATORS

- A. Shuttle operators shall be guaranteed thirty-two (32) hours per week.
- B. The probationary period for a shuttle operator shall be the same as for a regular operator.
- C. Shuttle operators shall come under all conditions of this agreement in reference to Union membership, grievance procedures, arbitration, and union representation.
- D. No shuttle operator may be employed while any full-time operator is on layoff.
- E. It is recognized by CARTA and the Union that special work rules may be necessary for the operation of the shuttle. CARTA shall seek, where possible, to apply the same work rules for shuttle operators as are provided for regular operators. CARTA and the Union agree to meet periodically to discuss such work rule issues.

SECTION 43
CARE-A-VAN DIVISION

- A. Part-time CARE-A-VAN operators shall be defined as those working less than thirty (30) hours per week and full-time CARE-A-VAN operators shall be defined as those working thirty (30) hours or more per week. Part-time CARE-A-VAN operators shall only receive a guarantee of four (4) hours when performing assigned work. Full-time CARE-A-Van Operators shall be guaranteed (40) hours per week.
- B. CARE-A-VAN operators shall come under the conditions of this Agreement in reference to Union membership, grievance procedure, arbitration, and Union representation.
- C. The probationary period for CARE-A-VAN operators will be the same as for fixed route and shuttle operators.
- D. No full-time CARE-A-VAN operator may be laid-off while any part-time CARE-A-VAN operator is employed.
- E. It is recognized by the Union and the CARTA that the objective of this new division is to transfer the special services transportation from the existing provider to CARTA. It is further recognized that the existing service functions in a much different form than regular or shuttle service operated by the CARTA and ATU operators. Therefore, it is agreed that the President of the Union (or their designee) and the Executive Director of CARTA (or their designee) shall meet on a regular basis to discuss issues which may arise and to develop work rules as needed.
- F. All current full-time CARE-A-VAN operators, as of July 1, 1998, shall be given the first opportunity to fill openings which occur in the shuttle or regular division in order of seniority.
- G. Maintenance on the vehicles operated by CARE-A-VAN operators shall be done by CARTA employees.
- H. Full-time CARE-A-VAN operators, holiday pay is to be paid out at ten (10) hour days for all of the holidays that regular full-time employees receive according to paragraph A of Section 18.
- I. Part time employees will be offered a full-time position-when available if they are regularly working 20 or more hours per week.
- J. Full-time CAV operators who move to a part-time driving position will start with a new seniority date.

TESTIMONY WHEREOF

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be duly signed, Chattanooga Area Regional Transportation Authority, by its Chairman of the Board and its Executive Director, and Local Union No. 1212 of the Amalgamated Transit Union, by its Executive Committee.

CHATTANOOGA AREA REGIONAL
TRANSPORTATION AUTHORITY

AMALGAMATED TRANSIT UNION,
LOCAL UNION NO. 1212

By:

Chairman of the Board

President

By:

Secretary

Vice-President

By:

Executive Director
of the Authority

EXHIBIT A

1. Effective the first full pay period after ratification the wage scale for all Bus Operators hired on or after July 1, 1987, will be as follows:

First twelve (12) Months	-	85% of Top Operator Rate
Second twelve (12) Months	-	92% of Top Operator Rate
Thereafter	-	100% of Top Operator Rate

2. Effective the first full pay period after ratification the wage scale for all Incline employees hired on or after July 1, 1987, will be as follows:

First twelve (12) Months	-	85% of Respective Incline Classification
Second twelve (12) Months	-	92% of Respective Incline Classification
Thereafter	-	100% of Respective Incline Classification

3. The wage scale for all Full-time Care-a-van Operators hired on or after July 1, 2004, will be as follows:

First twelve (12) Months	-	85% of Respective Incline Classification
Second twelve (12) Months	-	92% of Respective Incline Classification

Part time Care-a-van operators will start at \$18.00 per hour; and will receive the (%) increase agreed upon for the Top Operator wage rate effective July 1, 2022, and July 1, 2023.

4. Effective the first full pay period after ratification 4.0% to the top operator wage rate; effective July 1, 2022-2.0% to the top operator wage rate; effective January 1, 2023-2% increase to the top operator wage rate; effective July 1, 2023, a 2.0% increase to the top operator wage rate; effective January 1, 2024-2% increase to the top operator wage rate.

Effective for all full-time employees on the payroll on the date of ratification who are at the top rate for their classification, to be paid a one-time lump sum payment of \$1,000.00 on the first pay period after ratification.

Effective with the first pay period after ratification a lump sum payment to all employees equal to 4% of the employee's wage rate, times the number of hours worked beginning July 1st 2021 to ratification.

5. Operators will be selected by the CARTA to train new employees and will be paid one dollar (\$1.00) per hour in addition to their regular rate of pay for each training service. Operators learning new routes at times designated by the CARTA shall be paid one (1) hour pay at the straight time or overtime rate, whichever applies.

6. Ten (10) minutes reporting time will be added to all scheduled runs.

7. The wage scale for all Lookout Mountain Incline employees on July 1, 2001, subject to the wage progression, will be as follows:

Hoist Operator and Ticket Agent	-	105%
Ticket Agent and Conductor	-	103%
Lower Station Ticket Agent	-	103%
Maintenance and Extra	-	105%
Conductor	-	103%
Porter and Oiler and Extra	-	103%

a. The person selected as repairman trainee shall receive \$0.25 above the classification he holds. A person selected as repairman trainee or repairman must bid an assignment which provides for the greatest amount of time in the maintenance classification.

b. The person filling the classification of Incline leadman shall receive \$1.00 per hour in addition to the rate of the other classification he holds. Appointed Incline lead persons have the responsibility to direct and monitor the work force with the same authority as the Incline manager except for the power to administer discipline.

c. Seasonal employees working in union classifications will be paid at \$8.00 per hour or more.

8. Effective August 28, 2016, the wage rate for garage employees will be as follows:

<u>Classification</u>	<u>Rate</u>
Electric Vehicle Specialist	120%
Mechanic	110%
Body Repair / Building Technician	110%
Helper	98%
Attendant	88%

a. The above percentages are to be based on the Top Operator's Rate, including cost-of-living payments.

CARTA General Contract Provisions

A. Applicability

The following requirements and conditions shall be considered as an essential part of specifications and proposals. This document will serve as the contract for the project once the bid is awarded. If there is another contract document the following shall be considered part of that contract.

B. 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 pursuant to 42 USC 6321 and 49 CFR part 18.

C. 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 current "Master Agreement" between CARTA 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.

D. Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

E. No Government Obligation to Third Parties

- (1) CARTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to CARTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with assistance provided by CARTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

F. Program Fraud and False or Fraudulent Statements & Related

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. §

CARTA General Contract Provisions

1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

G. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

H. Civil Rights Requirements

The following requirements apply to the underlying contract:

(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, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of 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.

CARTA General Contract Provisions

(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, 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.

I. Incorporation of FTA 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, 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 CARTA requests which would cause CARTA to be in violation of the FTA terms and conditions.

J. Nondiscrimination - Title VI of the Civil Rights Act

The Contractor and any subcontractor agree to comply with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.

The Contractor must include the above statement in any subcontract.

K. Interest of Member of, or Delegates to, Congress

No member of, or delegate to, the Congress of the United States, shall be admitted to any share or part of this contract, or to any benefit arising therefrom.

L. Conflict of Interest

The officers, employees or agents of the Chattanooga Area Regional Transportation Authority shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements.

M. Prohibited Interests

No employee, officer, board member, or agent of CARTA who is involved in, or is the supervisor of an employee who is involved in, contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. In addition, no immediate family members or partners of an employee, officer, board member, or agent of CARTA who is involved in or is the supervisor of an employee who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. Nor shall any organization that employs or is about to employ an employee, officer, board member, or agent of CARTA who is involved in, or is the supervisor of an employee who is involved in, contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. Finally, no organization that employs or is about to

CARTA General Contract Provisions

employ any immediate family members or partners of an employee, officer, board member, or agent of CARTA who is involved in or is the supervisor of an employee who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof.

N. Tax Exemption and Tax Issues

CARTA is exempt from payment of all Federal, State, and local taxes. Said taxes must not be included in bid prices. CARTA will provide necessary tax exemption information upon request of Contractor after contract award. Contractor shall pay promptly all taxes, excises, license fees and permit fees of whatever nature, applicable to its operations hereunder and take out, pay for, and keep current all licenses, municipal, state, and federal, required for the conduct of its business pursuant to this contract, and further agrees not to permit any of the said taxes excises, or license fees to become delinquent.

O. Lawful Business Conduct

The Contractor shall conduct its business and perform services pursuant to this contract in a lawful manner, and shall fully comply at all times with all federal, state, and local laws with its business operations.

P. Bid Rejection or Cancellation

CARTA reserves the right to waive any minor bid informalities or irregularities which are not crucial to the bid or prejudice against other bidders and/or to reject, for compelling reasons, any and all bids submitted. CARTA may reject all bids or cancel the solicitation before opening if it is deemed by CARTA to be in its best interest to do so.

Q. Non-Collusion

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder and no effort has been made to fix the bid price for any bidder or to fix any overhead, profit or cost element of any bid price. An affidavit of Non-Collusion, as per attached format, must be signed and submitted with bid (Attachment A.)

R. Notices

All notices required to be given to CARTA hereunder shall be given by Certified Mail, Return Receipt Requested to General Manager, CARTA, 1617 Wilcox Blvd., Chattanooga, TN 37406.

Bidder shall identify person and address to whom notices shall be given in the bid.

S. Independent Status of CARTA and Contractor

The Contractor recognizes and acknowledges that neither it nor any of its employees are agents or servants of CARTA, and that Contractor is and shall remain an independent Contractor in the performance of all services hereunder.

T. Late Bids

Bids received after the exact time set for opening are late bids and will not be considered for award, unless it is determined by CARTA that there was mishandling on CARTA's part.

U. Modifications and Withdrawals of Bids

Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established as an authorized officer of the company and the person signs a receipt for the bid.

CARTA General Contract Provisions

V. Period of Acceptance of Bids

The bidder agrees, if this bid is accepted within 60 calendar days from the date specified in the solicitation for receipt of bids, to enter into a contract and/or furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated points(s), within the time specified.

W. Bid Acceptance or Rejection

CARTA may accept any bid or reject any or all bids (even after opening), or to award the contract on such basis as CARTA deems in its best interest.

X. Right Infringement

Contractor agrees to save, keep, and hold harmless, and fully indemnify CARTA and its officers or agents from all damages, cost, or expenses in law or equity, that may at any time be claimed against CARTA for or in connection with any infringement of the patent, trademark, or other rights of any person or persons in the consequence of the use by CARTA, or any of its officers or agents, of any product or service supplied under the contract, arising from bids submitted, and any claim that the bidder did not have all necessary right and authority to sell the products or services to CARTA, provided CARTA gives the Contractor prompt notice in writing of any such claim.

Y. Firm Information for CARTA Bidder's List

Fill out attachment B in entirety and return with proposal or bid. In addition, for EACH subcontractor, who may be working for your firm under this contract, copy and fill out sub-contractor information.

CARTA General Contract Provisions

Attachment A

Affidavit of Non-Collusion

I hereby swear (or affirm) under penalty of perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition;
3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Date _____

Signature _____

Company Name _____

Title _____

Subscribed and sworn to me before this _____ day of _____ 20_____

Notary Public

My commission expires _____

Proposers E.I Number _____
(number used on employers Quarterly Federal Tax Return)

CARTA General Contract Provisions

Attachment B (page 1 of 2)

Firm Information for CARTA Bidders List

1. Prime Contractor Information

- a. Firm Name _____
- b. Age of Firm _____
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) _____
- d. Name of Project Proposal was submitted for _____

2. Subcontractor Information

Subcontractor 1

- a. Firm Name (Subcontractor 1) _____
- b. Age of Firm _____
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) _____
- d. Name of Project Proposal was submitted for _____

Subcontractor 2

- a. Firm Name (Subcontractor 2) _____
- b. Age of Firm _____
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) _____
- d. Name of Project Proposal was submitted for _____

Subcontractor 3

- a. Firm Name (Subcontractor 3) _____
- b. Age of Firm _____
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) _____
- d. Name of Project Proposal was submitted for _____

CARTA General Contract Provisions

Attachment B (page 2 of 2)

Firm Information for CARTA Bidders List

Subcontractor 4

- a. Firm Name (Subcontractor 4)_____
- b. Age of Firm_____
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year)_____
- d. Name of Project Proposal was submitted for_____

Subcontractor 5

- a. Firm Name (Subcontractor 5)_____
- b. Age of Firm_____
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year)_____
- d. Name of Project Proposal was submitted for_____

Subcontractor 6

- a. Firm Name (Subcontractor 6)_____
- b. Age of Firm_____
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year)_____
- d. Name of Project Proposal was submitted for_____

Subcontractor 7

- a. Firm Name (Subcontractor 7)_____
- b. Age of Firm_____
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year)_____
- d. Name of Project Proposal was submitted for_____

CARTA Internal Use Only

Procurement Officer determine status:

- 1. CARTA/TN UCP DBE (Y/N)_____
- 2. Included on Bidder List (date)_____

CARTA Special Contract Provisions

1. Applicability

The following requirements and conditions shall be considered as an essential part of specifications and proposal. This document will serve as the contract for the project once the bid is awarded. If there is another contract document the following shall be considered part of that contract.

does not apply to lower tier subcontractors.

2. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients (CARTA) and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum to CARTA, adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

3. Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Attachment 10 must be filled out and returned to CARTA with the bid or proposal.

4. Access to Records and Reports

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide CARTA, 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

CARTA Special Contract Provisions

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.

2. The Contractor shall make available records related to the contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) to the CARTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. 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 Contractor agrees to maintain same until CARTA, 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).

5. Default and Termination

1. General Termination Provisions-Transportation Services, Professional Services, Supplies, Other Services, Service, and Transit Services Contracts.

a. Termination for Convenience

CARTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in CARTA's best interest. The Contractor shall be paid its fees or its costs, and profit on work performed up to the time of termination, but no unearned profit or fees on work not yet performed. The Contractor shall promptly submit its termination claim to CARTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the CARTA, the Contractor will account for the same, and dispose of it in the manner the CARTA directs.

b. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule; or if the contract is for services, the Contractor fails to perform in the manner called for in the contract; or if the Contractor fails to comply with any other provisions of the contract, CARTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in

CARTA Special Contract Provisions

which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract, offset by any damage incurred by virtue of Contractor's default.

If it is later determined by CARTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, CARTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure

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

If Contractor fails to remedy to CARTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from CARTA setting forth the nature of said breach or default, CARTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CARTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach

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

6. Clean Water Requirements

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. 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.

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 or CARTA.

7. Clean Air and Excluded Facilities

CARTA Special Contract Provisions

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to CARTA and understands and agrees that CARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The contractor also agrees to comply with the provisions of 40 CFR Part 15 which prohibits the use of facilities included on the EPA list of violating facilities.

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

8. Debarment (Suspension from Gov't Purchases)

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CARTA may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to CARTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact CARTA for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CARTA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without

CARTA Special Contract Provisions

modification, in all lower tier covered transactions (subcontracts) and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (CARTA) may pursue available remedies including suspension and/or debarment.

10. Contractor must complete Attachment 12 and submit it to CARTA with the bid or proposal.

9. Breaches and Dispute Resolution

=Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CARTA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to CARTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CARTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

CARTA Special Contract Provisions

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CARTA and the Contractor arising out of or relating to this agreement or its breach will be decided by a court of competent jurisdiction in the Hamilton County, Tennessee.

10. Disadvantaged Business Enterprises – Purchases other than Revenue Vehicles

CARTA has an active DBE program required and authorized by the Federal Transit Administration. CARTA attempts to hire contractors and subcontractors that represent the community that CARTA serves. CARTA has consistently been able to achieve DBE participation using race neutral measures and expects its contractors to strongly attempt to achieve the same or better.

Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CARTA deems appropriate.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from CARTA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CARTA. This clause applies to both DBE and non-DBE subcontractors.

Sanctions/consequences of noncompliance with the prompt payment clause may include:

1. Requiring documentation of all payment to subcontractors for all previous payments from CARTA to the prime contractor before any future payments from CARTA to the prime contractor are made.
2. Termination of contract for Default
3. Inability of prime contractor to bid on any future CARTA contracts.

CARTA will ensure that the prompt payment clause of the contract is enforced by:

1. Requiring prime contractors (in sub-contracts in excess of \$10,000, to provide subcontractors with all contract provisions, including the prompt payment provision.) Essentially, ensuring that subcontractors are knowledgeable of the prompt payment requirement.
2. Informing contractors at the pre-construction meeting that CARTA will be monitoring the prompt payment clause of the contract by requiring the

CARTA Special Contract Provisions

subcontractors to file a final certified payroll report upon completion of a subcontractor's portion of the contracted work. After the final certified payroll report has been filed, CARTA will send a letter via e-mail to the subcontractor to verify that the subcontractor has received prompt payment of what is owed from the prime contractor, including retainage.

3. If CARTA is contacted by a subcontractor regarding possible violation of the prompt payment clause by the prime contractor we will make inquiries to the prime contractor. Depending on the response from the prime contractor, CARTA may implement the sanctions/consequences listed in the above section.

Legal and Contract Remedies

In the event a prime contractor fails to comply with its stated contract goals, and cannot show that a good faith effort has been made to do so, CARTA shall initiate the following actions:

1. If any findings are discovered during the process of fulfilling the contract are deemed to be fraudulent or dishonest conduct in connection with the DBE program, CARTA will notify the Department of Transportation's Inspector General, who in turn under 49 CFR 26 may sanction criminal prosecution, action under suspension and debarment or Program Fraud and Civil Penalties rule provided in 26.109.
2. CARTA will also consider similar action under our own legal authorities, including responsibility determination in future contracts. Such actions can include termination for default or prohibition from bidding on future CARTA contracts.

Monitoring and Enforcement Mechanisms

Prime contractors must maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of CARTA or DOT. This requirement also extends to any certified DBE subcontractor.

We will maintain a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

DBE Financial Institutions

CARTA encourages all prime contractors to use the financial service institutions owned and controlled by socially and financially disadvantaged groups. CARTA maintains a list of such institutions and will provide it to any contractors interested in utilizing them.

All prime contractors will include the above statements in this section in all subcontracts over \$10,000.

11. Equal Opportunity Employment for Non-Construction Contracts

CARTA Special Contract Provisions

The contractor agrees to comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. Those equal employment opportunity (EEO) requirements include, but are not limited to, the following:

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient 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, sex, disability, age, or national origin. Such action shall include, but not be limited to, 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. The Contractor also agrees to comply with any implementing requirements FTA may issue.

The contractor will also insert this provision in all its sub-contracts.

12. Subcontracting and Assignment

Contractor shall not assign, sublet, pledge or transfer its rights under this Agreement, in whole or in part, nor delegate or subcontract any of its duties or obligations under this Agreement nor grant any licenses or concessions hereunder, without the prior written approval of CARTA's Executive Director. Such approval may be withheld at the sole discretion of CARTA.

Notwithstanding the foregoing, Contractor may enter into subcontracts with other parties to perform specific tasks or portions of the work required under this contract, but Contractor may not assign or transfer Contractor's obligations to CARTA for the overall management, oversight, and completion of the work required hereunder.

13. Additional Contractor's Insurance Requirements

- a. The Contractor shall obtain, maintain, and pay the premiums for insurance policies of the types and in the limits of not less than the following:
 - 1) (a) Worker's Compensation and (b) Employer's Liability Insurance endorsed with a Broad Form All States Coverage, which shall cover all the Contractor's Employees engaged in the performance of the work.
 - 2) Comprehensive General Liability Insurance Coverage with limits not less than required by the Umbrella Liability Insurance below and covering at least:
 - (a) Operations – Premised Liability
 - (b) Independent Contractor's Liability
 - (c) Broad Form Contractor's Liability covering the Contractor's obligations
 - (d) Products Liability

CARTA Special Contract Provisions

- (e) Completed Operations Liability
- (f) Personal Injury Liability including claims arising from employees of the Contractor
- (g) Broad Form Property Damage Liability

3) Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned automobiles required by Umbrella Liability Insurance below.

Excess and Umbrella Liability Insurance in excess of 1)(b), and 2) above and not less than \$1,000,000.

4) Contractor shall also obtain and maintain other policies of insurance of the types and limits that contractor deems sufficient for its own protection.

- b. All Such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than A: XII, as shown in the current issue of Best's Key Rating Guide, Property-Casualty.
- c. Proof that such insurance coverage exists shall be furnished to CARTA in the form of certificates from the insurance companies before the Contractor commences any portion of the contracted work.

CARTA shall be endorsed as an additional insured under such policies.

Such certificates and/or endorsements shall provide that 30 days' notice in writing shall be given to CARTA prior to any change or cancellation of underlying policies.

- d. The Contractor and all of its insurers shall waive all rights of recovery or subrogation against CARTA and its insurance companies.
- e. The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws, or Regulations during the conduct of and the Contractor's performance of this Contract. The Contractor shall indemnify CARTA for fines, penalties, and corrective measures that result from the acts of commission or omission of the Contractor, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.
- f. CARTA will give to the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor to defend the same, and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor shall similarly give CARTA immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the

CARTA Special Contract Provisions

Contract. The Contractor shall furnish immediately to CARTA copies of all pertinent papers received by the Contractor.

- g. The Contractor shall require its subcontractors, if any, to obtain an amount of insurance coverage which is deemed adequate by the Contractor. The Contractor shall be liable to the extent that the subcontractor insurance coverage is inadequate. The subcontractors, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the Contractor.
- h. CARTA reserves the right to inspect, in person, prior to commencement of the work, all of the Contractor's insurance policies in regard to insurance required herein.

14. Award Based on Initial Proposals

Awards to proposers may be made, at CARTA's sole discretion, without discussion of proposals with proposers. Proposals should be submitted initially on the most favorable terms possible, from a price and technical standpoint.

15. Metric System.

The contractor understands that the Federal government, the USDOT or the FTA may issue guidelines, policies, or regulations requiring metric measurements in this project as may be required by 15 USC 205a (The Metric Conversion Act of 1975) and or Executive order 12770. CARTA may, to the extent it deems practicable and feasible, agree to accept products and services with dimensions expressed in the metric system.

16. Liabilities against CARTA

The contractor agrees to indemnify, defend and hold CARTA harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of CARTA and the contractor), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by CARTA which arise out of, or relate to contractors performance of the work required under this contract, whether concerning personal injury (or death), damage to property, or any other type of loss or claim, whether these claims or lawsuits are based upon negligence, intentional misconduct, breach of warranty, strict liability in tort, any failure by the contractor to comply with any laws pertaining to the contract documents, the use of patent appliances, products or processes, or any breach by the contractor of any of its other duties, representations, covenants, or the agreements in the contract documents. The contractor will defend all suits brought upon all such claims and lawsuits and will pay all costs and expenses incidental thereto, but CARTA shall have the right, at its option, to participate in the defense of any suit, without relieving the Contractor of any of its obligations hereunder.

17. Order of Precedence - Proposal

In the event of inconsistency between provisions of this solicitation prior to the parties entering into a contract, the inconsistency will be resolved by giving precedence in the

CARTA Special Contract Provisions

following order: 1) the CARTA project completion timeline for performance as set forth in the solicitation (if any); 2) solicitation instructions and technical specifications, if included; 3) CARTA General Contract Provisions, CARTA Special Contract Provisions, and CARTA Additional Special Contract Provisions which are included in the solicitation documents; and 4) in the event of any inconsistencies between the technical specifications and a written request for approval that has been approved by CARTA, the request for approval will have precedence.

18. Order of Precedence – Contract

In the event of inconsistency between various documents that constitute the contract, the inconsistency will be resolved by giving precedence in the following order 1) any modifications approved by CARTA after the contract was signed; 2) any contract documents CARTA executes to award the contract (such as a purchase order, letter of contract award, or negotiated contract signed by both parties); 3) the Contractor's proposal including any approved equals or modifications approved by CARTA; and 4) the solicitation.

19. Use of "CARTA's" Name in Contractor Advertising or Public Relations

The Contractor will not allow the CARTA logo(s) or any CARTA-related copy to be published in the Contractor's advertisements or public relations programs without CARTA's written approval and then only upon submitting such material to CARTA for review. The Contractor will agree that published information on CARTA or its services will be factual and in no way imply that CARTA endorsed the Contractor's firm, service, or product.

20. Protest procedures.

Any bidder wishing to protest prior to or after the award of a contract must follow CARTA's protest procedures contained below. Deadlines in protest procedures must be adhered to otherwise CARTA will not consider the protest. In addition, the protest must include a statement that that it is a protest, otherwise it will not be considered a protest.

Protest Procedures

Protests concerning CARTA's purchasing policies, the contract requirements, the specifications, the bidding procedures, or the contract award, or any other request for explanation or clarification must be submitted in writing to CARTA's Executive Director and must include the following information:

- The name and address of the protester.
- The name and telephone number of the protester's contact person having responsibility.
- A complete statement of the grounds of the protest with full documentation of the protester's claim.

CARTA Special Contract Provisions

a. Pre-award Protests

Pre-award protests must be received by CARTA no less than ten (10) working days before the scheduled bid opening. CARTA will respond to the protest in writing and render its final decision at least five (5) working days prior to bid opening. CARTA will report such protests to the FTA regional office.

b. Post-award Protests

Post-award protests will be received no later than five (5) working days after notification of the award bid. CARTA will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original bid has been awarded by the Board. In such cases, the decision to protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protests. CARTA will report such protests to the FTA regional office.

c. Appeals to FTA

It is the responsibility of CARTA to settle contract issues and disputes. CARTA is committed to using good sound administrative practices and business judgments, as well as professional ethics. Reviews of protests by FTA will be limited to alleged failure by CARTA to have followed proper protests procedures, or its failure to review a complaint or protest. Protesters dissatisfied with CARTA's final decision may appeal to FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

21. Addenda Acknowledgement

The bidder must submit with the Bid and Addenda Acknowledgement Form acknowledging receipt of all bid addenda issued by CARTA. Acknowledge receipt of addenda on Attachment 14.

22. Terms of Payment

Payment for the specified items shall be net thirty (30) days after acceptance. Bidder should note any discounts for payment before thirty (30) days.

23. Bidders Checklist

Bidders must fill out the bidders checklist in Attachment 15.

24. Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles,

CARTA Special Contract Provisions

company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

25. Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

26. Simplified Acquisition Threshold

CARTA Special Contract Provisions

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

CARTA Special Contract Provisions

Attachment 10 Lobbying Certification

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CARTA Special Contract Provisions

Attachment 12

Certification Regarding Debarment, Suspension, and Other Responsibility Matters- -Primary Covered Transactions

(1) The prospective primary participant (potential contractor)
_____ certifies to the best of its knowledge and belief, that
it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible,
or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had
a civil judgment rendered against them for commission of fraud or a criminal offense in
connection with obtaining, attempting to obtain, or performing a public (Federal, State or
local) transaction or contract under a public transaction; violation of Federal or State
antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or
destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a
governmental entity (Federal, State or local) with commission of any of the offenses
enumerated in paragraph (1)(b) of this
certification; and

(d) Have not within a three-year period preceding this application/proposal had one or
more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the
statements in this certification, such prospective participant shall attach an explanation to
this proposal.

The primary participant (potential contractor)
_____ certifies or affirms the truthfulness and
accuracy of the contents of the statements submitted on or with this certification.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CARTA Internal Use Only

Procurement Officer determine status:

1. Contractor listed on Excluded Parties Listing Service (EPLS) (Y/N) _____

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Attachment 14

Addenda Acknowledgement Form

Addenda received

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CARTA Special Contract Provisions

Attachment 15

Bidders Checklist

This form must be completed and returned with the submission of bid documents. The bidder must use this checklist to help ensure all required certifications, affidavits, and documentation are provided. If the referenced attachment is not required, the bidder must right “N/A” in the check off space.

Attachment / Document	Description	Bidder Check Off	CARTA Check off
CSCP 10	Lobbying Certification		
CSCP 12	Debarment, Suspension, and Other Responsibility Matters		
CSCP 14	Addenda Acknowledgement Form		
CGCP A	Affidavit of Non-Collusion		
CGCP B	Firm Information for CARTA Bidder’s List		

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Tennessee State Contract Clauses

Conflicts of Interest.

The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract

Lobbying.

The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352

Nondiscrimination.

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant

Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Public Accountability.

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

Public Notice.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Transportation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

Records.

The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Environmental Tobacco Smoke.

Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn Code Ann. §§39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract."

(If the Federal Debarment and Suspension option is included in procurement documents, then this state Debarment and Suspension clause is not needed.)

Debarment and Suspension.

The Grantee certifies, to the best of its knowledge and believe, that the Selected Offeror:

- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. has not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee will provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Offeror is excluded or disqualified, or presently falls under any of the prohibitions of sections a-d.