



# **BRAZOS TRANSIT DISTRICT (BTD)**

CALL FOR PROJECTS

5310: ENHANCED MOBILITY OF  
SENIORS AND INDIVIDUALS WITH  
DISABILITIES PROGRAM

**2117 Nuches Ln., Bryan Texas 77803**

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# Brazos Transit District (BTD)

## Call for Projects

### Federal Transit Administration (FTA) Section 5310: Enhanced Mobility of Seniors and Individuals with Disabilities Program

#### College Station–Bryan Urbanized Area

## 1. Program Overview

The Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) provides formula funding to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding mobility options.

The program is authorized under 49 U.S.C. §5310 and administered by the Federal Transit Administration (FTA) in accordance with FTA Circular 9070.1H.

The Brazos Transit District (BTD) serves as the Designated Recipient for the College Station–Bryan Urbanized Area (UZA) and is responsible for soliciting, evaluating, selecting, and monitoring projects that align with the federal program’s intent.

This call for projects is being issued by BTD and will be reviewed and recommended by the BTD Urbanized Area Committee and submitted for approval to the BTD Board of Directors.

## 2. Program Purpose

Section 5310 funds support projects that:

- Enhance mobility for seniors (65+) and individuals with disabilities,
- Fill transportation gaps when public transportation is unavailable, insufficient, or inappropriate, and
- Improve access, coordination, and service efficiency.

*Projects must align with the State Management Plans for the College Station-Bryan Urbanized Area.*

## 3. Roles and Responsibilities

The designated recipient of Section 5310 Grant funds is urbanized areas over 200,000 in population has the principal authority and responsibility for administering the program. The designated recipient must be officially designated through a process consistent with 49 U.S.C. 5307(a) (2): “an entity designated in accordance with the planning process under Sections 5303, 5304, and 5306, by the chief executive officer of a State, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under Section 5336 that are attributable to transportation management areas identified under Section 5303.”

Brazos Transit District is the Designated Recipient of the Section 5310 Grant, and is in charge of the competitive selection process required for the Section 5310 grant. Every two years, BTD will solicit, receive, and select proposals for funding from both private and public transportation providers from across the College Station - Bryan Urbanized Area.

### **Brazos Transit District Responsibilities**

BTB will assume the primary responsibilities associated with grant administration, including, but not limited to:

1. Documenting procedures in a Program Management Plan
2. Planning for future transportation needs and ensuring integration and coordination among diverse transportation modes and providers;
3. Developing selection criteria consistent with the coordinated planning process;
4. Notifying eligible local entities of funding availability;
5. Soliciting applications from potential sub-recipients;
6. Determining applicant and project eligibility;
7. Certifying allocations of funds are made on a fair and equitable basis;
8. Submitting a biannual POP and grant applications and reports to FTA;
9. Ensuring that all sub-recipients comply with Federal requirements;
10. Certifying that all projects are included in a locally developed, coordinated public transit-human service transportation plan developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and non-profit transportation and human service providers, and other members of the public;
11. Certifying that to the maximum extent feasible, funded 5310 services are coordinated with transportation services assisted by other Federal departments and agencies;
12. Overseeing the implementation of projects as developed/prioritized in the coordinated plan;
13. Ensuring at least 55 percent of the apportionment is used for traditional Section 5310 projects carried out by eligible sub-recipients; and
14. Managing aspects of grant administration, distribution, and oversight for subrecipients.

Organizations located within and serving the College Station-Bryan Urbanized Area are eligible to apply.

### **Eligible entities include:**

- Private nonprofit organizations providing transportation services to seniors and individuals with disabilities.
- State or local government authorities approved by BTB to coordinate services for seniors and individuals with disabilities.

- Private for-profit transportation providers, when participating in coordinated efforts led by an eligible nonprofit or public entity.

All applicants must demonstrate the capacity to manage federal funds in compliance with FTA regulations, must be registered in SAM.gov with an active UEI number, and comply with Title VI, ADA, EEO, and federal procurement standards.

## 4. Eligible Projects Types

### Traditional 5310 Projects (at least 55% of total funds)

Projects that are public transportation capital investments directly benefiting seniors and individuals with disabilities, including:

- Purchase of accessible vehicles or related equipment.
- Vehicle rehabilitation or replacement.
- Purchase of communication equipment, dispatch systems, or mobility aids.
- Passenger shelters, signage, and accessibility infrastructure.
- Mobility Management

### Other Eligible (Nontraditional) Projects (up to 45% of total funds)

- Projects that improve access to fixed-route service and expand mobility options, such as:
- Volunteer driver programs.
- Travel training and mobility management.
- Voucher programs for paratransit or taxi services.
- Technology systems improving coordination and trip planning.

## 5. Funding Information

Category	Federal Share	Local Match Requirement
Capital (Traditional)	Up to 80%	20% local match
Operating Assistance	Up to 50%	50% local match
Mobility Management	Up to 80%	20% local match

- Federal Share: Up to 80% for capital projects and mobility management; up to 50% for operating assistance.
- Local Match: Must be provided in cash or eligible in-kind contributions.
- In-kind Contributions: are eligible to be counted toward the local match as long as the value of each is documented and supported, represents a cost which would otherwise be eligible under the program, and is included in the net project costs in the project budget.
- Grant Period: Up to 24 months.

- Minimum Project Request: \$10,000.
- Maximum Project Request: Based on available apportionment.

## 6. Application Requirements

Applicants must submit:

- Completed BTD 5310 Application Form
- Project narrative (maximum 5 pages) including:
  - Organizational overview and mission.
  - Description of target population and service area.
  - Project goals, timeline, and expected outcomes.
  - Coordination efforts with other providers.
  - *Title page and table of contents are not required, but if included, these parts of the document do not count against the page limits.*
- Budget and Local Match documentation.
- Title VI Program, EEO, and ADA compliance certifications.
- Board resolution or authorized signature approving application submission.

## 7. Project Selection and Scoring Criteria

Applications will be reviewed and scored by a BTD Evaluation Committee using the following criteria:

Category	Criteria	Points
1. Program Need (30 pts)	Demonstrates clear need and benefits for seniors/individuals with disabilities in the College Station–Bryan area.	0–30
2. Coordination (20 pts)	Shows coordination with other transportation or human service providers to reduce duplication.	0–20
3. Project Readiness (15 pts)	Demonstrates readiness to initiate project upon award (procurement, staffing, etc.).	0–15
4. Organizational Capacity (15 pts)	Applicant’s ability to manage federal funds, maintain reporting, and ensure compliance.	0–15

5. Financial Commitment (10 pts)	Strength and source of local match commitment.	0–10
6. Performance Measurement (10 pts)	Clear, measurable outcomes and methods for evaluation.	0–10
Total Possible Points		100

A minimum score of 70 points is required for funding considerations.

## 8. Policies and Procedures

### A. Application Submission

- Deadline: Friday, April 3, 2026, 5:00 PM CST
- Submit via email to **reception@btd.org** with the subject line: **“5310 Application – [Organization Name]”**
- Incomplete or late applications will not be considered.

### B. Evaluation Process

- BTD will review applications for completeness and eligibility.
- An independent Evaluation Committee will score projects based on the criteria above.
- Projects must meet a minimum threshold of 70 points to be considered for funding.

### C. Award and Notification

- Selected applicants will receive a Notice of Award pending FTA approval.
- Unsuccessful applicants will be notified with an explanation of scoring outcomes.

### D. Contracting and Reporting

- Awardees must execute a Subrecipient Agreement with BTD outlining reporting and compliance requirements.
- Monthly progress and financial reports are required.

### E. Civil Rights and Compliance

Applicants must comply with:

- FTA Circular 4702.1B (Title VI)
- FTA Circular 4704.1A (EEO)
- 49 CFR Parts 27, 37, and 38 (ADA)
- 2 CFR Part 200 (Uniform Administrative Requirements)

## F. Program Management and Oversight

BTD will conduct regular monitoring, site visits, and performance reviews of all subrecipients to ensure program compliance.

## 8. Key Dates

Milestone	Date
Call for Projects Released	Monday, March 2, 2026
Questions due to BTD	Tuesday, March 17, 2026
Applications Due	Friday, April 3, 2026
Project Evaluation Period	April 6, 2026 – April 10, 2026
Urbanized Area Committee Review	Monday, April 13, 2026
BTD Board of Directors Approval	Thursday, April 30, 2026
Selection Announcement	Monday, June 1, 2026
Project Start Date	Wednesday, July 1, 2026

*BTD reserves the right to make changes to the above-mentioned schedule.*

## 9. Post-Award Requirements

Successful applicants must:

- Execute a Subrecipient Agreement with BTD before funds are disbursed.
- Submit monthly reports on expenditures, milestones, and performance measures.
- Maintain compliance with FTA Circular 9070.1H, 2 CFR Part 200, Title VI, ADA, and EEO.
- Participate in BTD monitoring and site visits as part of federal oversight.
- Retain records for at least three years following project closeout.

## 10. Contact Information

### Brazos Transit District (BTD)

Attn: Grants Management Office

2117 Nuches Ln

Bryan, TX 77803

reception@btd.org

(979) 778-0607

## **Appendices**

- Appendix A: Section 5310 Subcontractor Application
- Appendix B: Monthly Performance and Accident Report Forms
- Appendix C: Sample Subcontractor Agreement
- Appendix D: Section 5310 Maintenance Plan



# Brazos Transit District

## Request for Vehicle through the 5310 Program

### Elderly and Persons with Disabilities

Organization Name:	Non-Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No
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Address, City and Zip:

Phone:	Fax:	E-mail:
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Type of Organization:	DUNS Number
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Days of Service: \_\_\_\_\_ Hours of Service: \_\_\_\_\_

Type of Clients to be Served:

Type of Trips to be Taken:

Days and Hours Vehicle will be operated:

Estimated number of one-way Passenger TRIPS to be provided per month: (If 5 people go to and come from the doctor's office it would be counted as 10 trips – a trip is counted EACH time a individual boards the bus)

\_\_\_\_ Elderly    \_\_\_\_ Disabled    \_\_\_\_ Other (Describe)    \_\_\_\_ **Total Monthly Trips to be provided**

Number of Clients Organization Currently Serves Daily:

\_\_\_\_ Elderly    \_\_\_\_ Disabled    \_\_\_\_\_ Other (Describe)    \_\_\_\_ **Total**

Type of vehicles currently in use (Year, Make, Model, & Mileage):

If you currently have a 5310 vehicle, how was it funded?

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Return by email, fax, or mail;**

**Email:** [reception@btd.org](mailto:reception@btd.org)

**Fax:** 979-778-3606

**Mail:** 2117 Nuches Lane - Bryan, TX 77803



# Brazos Transit District

## Sub-Contractor Monthly Performance Report

Contractor: \_\_\_\_\_ Vehicle LP# \_\_\_\_\_ Month: \_\_\_\_\_

### Expenditures Administrative Costs

Salaries \_\_\_\_\_  
Fringe \_\_\_\_\_  
Insurance \_\_\_\_\_

### Operating Costs

Drivers' Wages/Fringe \_\_\_\_\_  
Fuel \_\_\_\_\_  
Maintenance/Parts \_\_\_\_\_

**TOTAL** \_\_\_\_\_

**Total Miles for the Month** \_\_\_\_\_  
**End of Month Odometer Reading** \_\_\_\_\_  
**Total Hours of Vehicle Operations** \_\_\_\_\_

**Total Trips** (A trip counted **EVERY** time a person boards the bus. Ex: if five people board at the same location it would be 5 trips—if they make a return trip it would be 10 trips.) \_\_\_\_\_

**Number of Mechanical Breakdowns- Major**  
(Failures of a mechanical element that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns. Examples: breakdowns of air equipment, brakes, doors, engine cooling system, steering and front axle, rear axle and suspension and torque converters.) \_\_\_\_\_

**Number of Mechanical Breakdowns- Minor**  
(Failures of some other mechanical element that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue service. Examples: breakdowns of fareboxes, wheelchair lifts, heating, ventilation and air conditioning systems and other problems not included as a major mechanical failure.) \_\_\_\_\_

Prepared By: \_\_\_\_\_ Phone#: \_\_\_\_\_

Signature: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Return by email, fax, or mail;**

**Email:** [reception@btd.org](mailto:reception@btd.org)

**Fax:** 979-778-3606

**Mail:** 2117 Nuches Lane - Bryan, TX 77803



## BTD Sub-Contractor Accident Report

**Please write legibly and in ink. Form must be filled out completely. If question does not apply write N/A.**

Sub-Contractor:		Name of person completing form:		Area code and phone #:	
Vin #:		License plate #:		Estimate vehicle damage: \$	
Make/Model:			Odometer reading:		
Damage description:					

Did vehicle equipment fail to operate properly?  Yes  No If yes, explain.

Was the contracted vehicle totaled?  Yes  No

Were drug & alcohol tests performed?  Yes  No

Date of accident:	Time of accident: <input type="checkbox"/> AM <input type="checkbox"/> PM
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Location of accident (street address and city):	County
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Check any or all that apply:

- Total damage exceeded \$7,500.  Non-arson fire.
- Individual died. If yes, how many fatalities? \_\_\_\_\_
- Injury requiring immediate medical treatment away from the scene.  
If yes, number of persons transported for medical treatment. \_\_\_\_\_
- Transit vehicle is towed away and removed from revenue service.

Description of accident:

**Return by email, fax, or mail;**

**Email:** [reception@btd.org](mailto:reception@btd.org)

**Fax:** 979-778-3606

**Mail:** 2117 Nuches Lane - Bryan, TX 77803



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# Brazos Transit District

## Contract for Vehicle Utilization and Transportation Services

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### PARTIES AND OBJECTIVES

The objective of this Contract is to provide assistance to transportation providers and is entered into between Brazos Transit District dba BTM (hereinafter referred to as BTM) and Contractor (hereinafter referred to as the Contractor).

### VEHICLE CONTRACTED

<u>Vehicle Description</u>	<u>Year</u>	<u>VIN Number</u>
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### CONTRACT PERIOD

This Contract is for the life of the vehicle.

### SERVICES and CONDITIONS

The Contractor will cooperate with BTM in providing public transportation in rural areas in the Contractor's service area, in order to enhance the access of persons in those areas for purposes such as health care, shopping, education, public services and employment. The contractors use of this vehicle must predominately serve seniors and individuals with disabilities.

This Agreement is one of leasing only and the contractor shall not acquire any right, title or interest to vehicle(s) leased other than that of Contractor. The Contractor acknowledges that BTM owns (subject to TxDOT's lien) the vehicle(s) subject to this Agreement. Nothing herein shall affect BTM's absolute ownership of any title or interest to said vehicle(s).

The Contractor will comply with the terms, conditions and obligations included in the Grant Agreement executed between BTM and TxDOT so as not to jeopardize BTM's relationship with TxDOT, nor cause BTM to be in default of any agreement with TxDOT. Any breach of this lease agreement shall be considered a default by the Contractor.

The Contractor shall not mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this lease.

Both parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA's website at <http://fta.dot.gov>.

Contractor agrees to review and comply with the annual FTA Certification and Assurances signed by BTM. The most recent version of the FTA Certification and Assurances can be found at FTA's website at <http://fta.dot.gov>.

TxDOT approval is required for incidental use of the leased vehicle(s) and must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with BTM's continuing control over the use of the vehicle(s) or the Contractor's continued ability to carry out the project or program.

### CONTRACTOR RESPONSIBILITIES

The Contractor will cooperate with BTM in ensuring the safety of all vehicles and all passengers riding upon those vehicles, as outlined below:

The Contractor must submit monthly performance reports to BTM for each vehicle acquired under this Contract. This report is required as BTM utilizes the data to complete TxDOT required reporting. These reports must be submitted on the form provided to the Contractor by BTM, a copy of which is included in this Contract. Reports must be submitted **no later than the 15<sup>th</sup> working day of the month** following the reporting period. Reports may be submitted by fax to 979.778.3606 or by email to reception@btd.org, or by mail to: Brazos Transit District - Attn: Jo Marlow – 2117 Nuches Lane - Bryan, Texas 77803

## **MAINTENANCE**

Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use and operation of the vehicle during the Contract term, including but not limited to gasoline, oil, batteries, repairs, maintenance, tires, tubes, and towing necessary for the proper use and operation of each vehicle, are at Contractor's expense. Contractor agrees that the oil in the crankcase shall at all times be kept at the proper level and shall be completely changed and the vehicle lubricated at intervals recommended in the manual provided by the manufacturer of the vehicle or according to the maintenance plan provided by BTM. Contractor shall take the vehicles to the appropriate factory authorized dealer for all service and repairs under manufacturer's warranty. BTM shall not be liable for repairs, nor shall any such repairs be charged to BTM.

The Contractor shall be responsible for the maintenance and upkeep of the vehicle and for ensuring that the vehicle is in safe operating condition at all times. The Contractor will designate an individual(s) to coordinate maintenance/repair arrangements for repairs exceeding \$800.00 with the AGM for Facilities and Maintenance Division for BTM. BTM must approve all maintenance/repair work exceeding the \$800.00 limit. Such work will be carried out, to the maximum extent possible, in the Contractor's local area.

Contractor will not make any changes or adaptations to any vehicle component without the prior written approval of BTM.

The Contractor shall be responsible for following the attached Section 5310 Sub-Contractor Maintenance Plan. Records must be kept that document all preventive maintenance that is performed, and all repairs that have been made. Copies of all preventive maintenance and repairs invoices, receipts or misc. are to be sent to BTM at the end of each month by mail, fax or email to: fax to 979.778.3606 or by email to reception@btd.org, or by mail to: Brazos Transit District - Attn: Jo Marlow – 2117 Nuches Lane - Bryan, Texas 77803

The Contractor is responsible to arrange for and obtain inspections of motor buses and human service vehicles as required by Federal and State law, as applicable to the lease agreement. A copy of the inspection reports will be sent to BTM.

## **USE OF VEHICLES**

Contractor agrees that it will not use or permit the use of vehicles leased under this Contract in a negligent or improper manner; in violation of any law; so as to void any insurance covering the vehicles; as a public or private livery; or to become subject to any lien, charge, or encumbrance.

The Contractor shall ensure that only properly trained and licensed drivers will drive the leased vehicle(s). The Contractor will provide BTM with a list of names of individuals who have been screened and approved to operate the vehicle(s) from their service leases.

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such vehicle(s).

The Contractor shall not use nor allow any vehicle(s) to be used for any unlawful purpose or for the transportation of any property or material deemed hazardous. Respirators, concentrators, or portable oxygen used by individuals are not considered hazardous materials.

The Contractor shall operate the vehicle(s) only on approved roads, and will not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s) provided under the terms and conditions of this lease.

The Contractor vehicle operation policies should include:

- Description of driver training
- Vehicle operation procedures
- Prohibited use of vehicle for any acts that would violate local, state and federal guidelines
- Prohibited from transporting hazardous property or material and operating conditions. (i.e. approved roads)

**Upon return of the leased vehicle, the Contractor agrees to return the vehicle in a state of good repair, taking into account the age and mileage. Any wear and tear consistent with normal use will be considered acceptable, while any damages or neglect beyond such wear will be the responsibility of the Contractor to rectify prior to return.**

## **RISK OF LOSS**

Contractor shall bear all risks of damage or loss of vehicles or any portions of damage or loss not covered by insurance. All replacements, repairs, or substitution of parts or equipment of vehicles shall be at the cost and expense of the Contractor and shall be accessions to said vehicles. **The Contractor shall at all times, and at Contractor's expense, keep the vehicles in good working order, condition, and repair, reasonable wear and tear expected.**

## **OTHER COSTS**

The Contractor is responsible for all costs associated with the operation of the vehicle with the following special provisions:

- a. The Contractor is responsible for the yearly State of Texas inspection of the vehicle.
- b. The Contractor is responsible for providing liability insurance for the vehicle throughout the term of this Contract and any extension thereof. Insurance must cover collision, bodily injury, and property damage in an amount of no less than \$1,000,000.00 per occurrence and \$500,000.00 per person. The Contractor shall ensure that BTD is a named insured under such policy of liability insurance throughout the term of this Contract and any extension thereof, and must provide BTD a copy of the certificate of insurance on an annual basis.
- c. All vehicles subject to this Contract shall bear license plates, and the titles to these vehicles shall be registered in the name of BTD. The annual registration or license fees shall be paid by the Contractor. Unless otherwise specified, the Contractor shall, where required, register each vehicle to conform to the laws of the State of Texas. Local registration shall be at the Contractor's expense.
- d. The Contractor agrees to pay all storage charges, parking charges, toll charges, camera traffic light tickets, towing, tickets, and any other fines associated with the vehicles. The Contractor will pay any and all other fees or taxes which may be imposed with respect to said vehicle by any duly constituted governmental authority as the result of the Contractor's use or intended use of the vehicle.

## **COMPENSATION**

Neither party will receive compensation for services provided under this contract.

## **AUDITS, INSPECTIONS, and REPORTING**

The Contractor shall be responsible for providing any and all data pertaining to the scope of services as requested upon reasonable notice by BTD. The data required may include, but not be limited to, vehicle maintenance records,

trip logs, audit related data, accidents, and ridership data.

The Contractor agrees to comply with all requirements to have equipment available as requested by BTM for completion of audits. There will be periodic lease vehicle inspections by BTM and will be scheduled as needed with the Contractor.

The Contractor must submit monthly performance reports to BTM for each vehicle acquired under this Contract. This report is required as Brazos Transit District utilizes the data for in-kind match and to complete TxDOT required reporting. These reports must be submitted on the form provided to the Contractor by BTM, a copy of which is included in this Contract. Reports must be submitted no later than the 15<sup>th</sup> working day of the month following the reporting period. Reports may be submitted by fax to 979.778.3606 or by email to reception@btd.org, or by mail to: BTM - Attn: Jo Marlow – 2117 Nuches Lane - Bryan, Texas 77803

## **ACCIDENTS**

The Contractor will immediately notify BTM of any accident involving the acquired vehicle(s) under this contract. This notification must be made on the form provided to the Contractor by BTM, a copy of which is included in this Contract. **Reports must be faxed to Jo Marlow at 979-778-3606. The original report must be mailed to:** BTM - Attn: Jo Marlow - 2117 Nuches Lane - Bryan, Texas 77803

## **MILEAGE**

Annual transit service mileage must at a minimum be 12,000 miles per vehicle acquired through this contract.

## **ATTACHMENTS**

The Sub-Contractor maintenance plan, monthly performance reporting form and the accident reporting form are included as part of this contract.

## **DISPOSITION OF PROPERTY**

All vehicles will be released by the Contractor to BTM at the termination of this contract, unless otherwise agreed upon, or in the event of early termination.

In the event there is remaining local share at the end of the contract period, the depreciated local share will be refunded to the contractor.

## **EARLY TERMINATION**

Either party may terminate this Contract before the Contract period expires, by notifying the other party in writing of the intent to terminate. The Contract will terminate no later than ninety (90) days after the date on the written notice of intent to terminate. If the contract is terminated prior to the expiration date, the Contractor will return the vehicles to BTM.

If either party breaches this Contract, the other party may terminate the Contract by notifying the breaching party in writing of the nature of the breach and the intent to terminate. Failure to maintain the vehicle in a state of good repair may result in termination of the contract and the return of the vehicle. The Contract will terminate five (5) days after the date on the written notice to terminate for breach.

## **SUBLEASE RESTRICTIONS**

Subleasing or renting the leased vehicle(s) or equipment is prohibited.

## **LEASE ONLY**

This Contract is one of leasing only and the Contractor shall not acquire any right, title, or interest to vehicle under this Contract other than that as expressly stated herein.

## **INDEPENDENT CONTRACT**

The Contractor is not an employee or agent of BTD, but performs services under this Contract solely as an independent Contractor. The conduct and control of the work and the manner and means of doing the work to be performed by the Contractor under this Contract, and the manner and means of doing so will lie solely with the Contractor. The Contractor will perform all services under this Contract in accordance with currently approved methods and standards applicable to Contractor's business.

## **INDEMNITY**

Contractor covenants to indemnify BTDs, its Directors, Officers, employees, agents, and representatives, and the Federal and State granting agencies from and against any and all claims, demands, damages, injuries, attorney fees, costs, and expenses of any and all kind, including, but not limited to actual damages, consequential damages, and punitive damages, which arise from, are related to, are out of the conduct or management of, or from any work or services whatsoever to be done under or in connection with this Contract, including, but not limited to the operation of the vehicle and the provision of transportation services. Contractor also covenants to indemnify BTD from and against any and all claims, demands, damages, injuries, attorney fees, costs, and expenses of any and all kind, including, but not limited to actual damages, consequential damages, punitive damages, arising from, resulting from, or related to, any act or negligence of Contractor or its agents, contractors, Directors, Officers, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to the property or any person, persons, corporation or corporations that are related to, arise out of, or connected to the Contractor's performance of the services or work under this Contract.

## **WARRANTIES**

There are no warranties, expressed or implied, by BTD to the contractor, except as contained herein, and BTD shall not be liable for any loss or damage to contractor nor to anyone else of any kind and howsoever caused. Whether by any vehicle; the repair, maintenance, or equipment of any vehicle; the failure of any vehicle; or the interruption of service or use of any vehicle leased under this agreement.

## **CONFLICT OF INTEREST**

An officer, employee, or agent of the Contractor will not:

- a. Solicit, accept, or agree to accept financial benefit, other than from the Contractor, that might reasonably tend to influence his/her performance under this contract or that he knows if offered with intent to influence that performance.
- b. Accept employment that might reasonably induce him to disclose confidential information acquired in the performance of this contract.
- c. Accept employment or compensation that might reasonably tend to impair his independence of judgment in the performance of this contract.
- d. Make any personal investment that might reasonably be expected to create a substantial conflict between his/her private interest and his duties under this contract.
- e. Solicit, accept, or agree to accept a financial benefit from another person for having exercised his powers or performed his duties under this contract in favor of that person.

## **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

## **CIVIL RIGHTS**

The Contractor shall comply with all federal statutes relating to nondiscrimination that apply, including, but not limited to:

- A. The prohibitions against Title VI discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d.
  - i. As such, the Contractor agrees to comply with and follow BTD's approved Title VI Plan and any changes or addendums made to it.
- B. The prohibitions against discrimination on the basis of sex, as provided in: (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
- C. The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
- D. The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
- E. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*

## **DISABLED PARTICIPATION**

The Contractor agrees that no otherwise qualified disabled person will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under this contract.

## **EMPLOYMENT OF AREA RESIDENTS**

The Contractor will provide the maximum feasible opportunity for employment and training to residents of the area in which this contract is performed.

## **COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee.

## **COMPLIANCE**

As this contract is executed in Texas, the laws of the State of Texas govern its interpretation and performance. The Contractor is required to comply with, in addition to other provisions of this contract, the conditions required by applicable federal regulations. Compliance with local, state and federal license, certification, or other requirements necessary to conduct the services required for this contractual agreement.

## **GOVERNING LAW**

The rights, obligations, and remedies of the parties will be governed by the laws of the State of Texas. Venue for any action will lie in Brazos County, Texas. If any provision of the Contract is found to be invalid or unenforceable, the remaining provisions will not be impaired.

**ATTORNEY FEES**

BTD shall be entitled to recover all reasonable and necessary attorney fees in the event of the Contractor's violation or break of this Contract.

**PERSONAL LIABILITY**

An individual signing this contract of behalf of BTD is not personally liable under it, and the Contractor agrees to seek recourse solely against BTD in the case of breach.

**WAIVER OF SUBROGATION**

Each party to this contract hereby waives any and every claim which arises or may arise in its favor and against the other party to this contract during the term of this contract for any and all loss of, or damage to, any of its property, or injury to or death of any person, which loss, injury or damage is covered by any policy of insurance, to the extent that such loss, damage, or injury is covered under such insurance policy.

**INDEMNIFICATION**

To the extent permitted by law, each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.

**CHANGES**

Any alterations, extensions, supplements, or modifications of the terms of this contract, as detailed herein or as described in the Attachments, will be agreed to in advance in writing by both parties. The changes will be incorporated into written amendments to this contract.

**AGREEMENT**

In making and/or entering into this Contract, the parties hereto understand and represent that they have relied upon their own judgment, belief, and knowledge concerning the subject matter herein; that they have not been influenced to any extent whatsoever by any representations or statements made by any other person, firm or entity or by any representations or statements made by any attorney or agent for any such person, firm, or entity, other than the representations and statements contained in this Contract; that by their respective signatures below, they acknowledge and represent that they have executed this Contract on their own free will and accord and that they have done so after having conferred, or had the opportunity to confer, with an attorney regarding its contents and the meaning and legal consequences of its terms. The parties hereto further understand and agree that this Contract contains the complete agreement between them and that they supersede all prior contracts or agreements, whether oral or written. There is no agreement to do or omit to do any act or thing no set forth in this Contract, nor are there any representations or statements made by any party hereto, or any agent, attorney, servant, or employee of any party hereto, other than the representations and statements which are contained within this Contract, have induced the making or entering into this Contract.

**Brazos Transit District**

**Contractor**

\_\_\_\_\_  
Wendy Weedon, Chief Executive Officer

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Limited English Proficiency (LEP) Certification

Executive Order 13166, titled "Improving Access to Services for Persons with Limited English Proficiency", indicates that differing treatment based upon a person's inability to speak, read, write or understands English is a type of national origin discrimination. It directs each federal agency to publish guidance for its' respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including transit providers and Lead Agencies which receive federal assistance through the Texas Department of Transportation (TxDOT).

The Limited English Proficiency Plan prepared by Brazos Transit District addresses responsibilities as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et se, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

The undersigned, known as **Contractor**, hereby certifies that it has adopted Brazos Transit District's LEP Plan and will take responsible steps to carry out said Plan to all counties served by entity, ensure meaningful access to the benefits, services, information and activities for individuals who are Limited English Proficient (LEP). The undersigned has agreed to work together formally with Brazos Transit District to coordinate activities and prevent violations of the law, including regulations applicable to this entity or its officers or employees and that the LEP program satisfies the requirements of Executive Order 13166.

Contractor will use Brazos Transit District LEP Plan.

or

Contractor will use their own LEP Plan which has been approved by BTB.

\_\_\_\_\_  
**Contractor**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

List of Counties served:

\_\_\_\_\_  
**Contractor**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

List of Counties served:

# Inspection Guide: Ford Transit - Glaval / Pro-Master

Transit # \_\_\_\_\_

Mileage: \_\_\_\_\_

Symbols: A - Adjust; C - Clean; CH - Change; I - Inspect; O - Operating Test; S - Service; T - Tighten; L - Lube. Check off each item as completed. Record on 1157-B. Defects likely to cause problems before the next inspection.

## 6,000 MILES MAX

E	D	C	B	A	
					Road Test: I – Overall performance; I & O – steering free play; O – Transmission Shift Points; I & O –stopping distance; I & A – Interior rattles/driver distractions O – reverse alarm
					Instrument, Dash: I & O – indicator lights, warning buzzer; I – Speedo, horn & mirrors.
					Lights & Switches: I & O – all interior and lights; O – all control knobs/levers; CH – defective bulbs
					Safety equipment: I & S – Triangle box, spill kit & fire extinguisher (gauge must be in green and tag must be current) Tag Date: _____ I & O – interlock system; I – stickers/decals (replace if needed)
					A/C Units: C – return air filter (if applicable), drain lines; I – Evaporator coils, leaks and damage; I & O – Blower motors Record vent discharge temps. Driver : _____ Front : _____ Middle : _____ Rear : _____
					Defrost & Heating: C – cabin filter; I & O – Blower motors
					Drivers Area: I & O – seat/window controls, seat belt; I & O – drivers windows, sun visors; I & O – tilt/telescope; I – shift lever; I - steering wheel & column; I – fare box mounting and lever operation: I – MDT mounting/operation; I - state inspection & record date: _____
					W/S wipers: O & A – speed & sweep; I – blades; S – washer fluid level; I – W/S for cracks/rock chips
		X	X	X	W/S wipers: CH - blades
					W/C Lift: I & O – switch, switch cover; I & O – lift; L & A – cylinders & hinges; C – lift surface; I & A – fluid
	X	X	X	X	W/C lift: CH – fluid. ( <b>use correct fluid</b> ) _____ Quarts put in on _____
					Interior: I – accident hazards, flooring, all glass, mirrors, stanchions, hand rails, seat & backs and paneling; I & S – Occupant restraints & Seat Belt Extenders; I & O – removable seat sections; T – screws, bolts, nuts & loose panels.
					W/C Tiedowns, Shoulder Straps & Loops: I & O, Count - Shoulder Straps ____ Loops ____ Tiedowns
					Exterior: I – accident hazards, lamp mounting, mirrors, loose panels/doors & splash guards; CH – defective lamps; I & O – All doors & locks; I & L – all hinges
					Steering: I & L – steering drive shafts; I & O – steering box; I – steering damper; I – steering stops; I – drag link; box; I – steering gear box. I – tie rod arms/tie rod. I – steering brackets, knuckles; I – leaks; I & A– fluid
	X	X	X	X	Power steering: CH – fluid ( <b>MERCON-LV ATF</b> )
X	X		X	X	Alignment; I & S
					Front/Rear suspensions: I – shocks/coil overs I – ball joints/bushings; I – leaf springs; I & T – U-bolts, nuts
					Brakes: I – pad thickness; I – rotor thickness I – pad retainer (pin, washer & spring-clip) I – bushings, boots, pin & guide; I – ABS sensor & exciter ring. Emergency Brake: I & O – brake handle/function; C & S - fluid
	X	X	X	X	Brake Fluid: CH ( <b>DOT 4</b> )
					Wheels: S – <b>rotate</b> ; I & A – centered on hub; T- lug nuts; I – damage.
					Tire: I – damage, wear ( <b>4/32” front and 2/32” rear</b> ), valve stem; A – proper PSI ( <b>check door sticker</b> ) LF _____ LR _____ RF _____ RR _____ PSI _____ PSI _____ PSI _____ PSI _____

					Rear Axle: I – leaks; S – oil level; I & C – breather
X	X	X	X	X	Rear Axle: CH – oil ( <b>Motorcraft 75W-85 Synthetic &amp; friction modifier</b> )
					Drive shaft: I & L – bearings, slip joints; T – flange bolts I – carrier bearing
					Transmission: I & S – fluid level ( <b>HOT</b> ) I – hoses, fittings and oil cooler for leaks; I & C – breather. I – shift cable.
X	X	X	X	X	Transmission: CH – internal filter; CH- fluid; ( <b>Motorcraft MERCON-LV ATF</b> ) Quarts put in _____
					Engine: CH – oil ( <b>6qt 5W-20 full synthetic</b> ) CH - Filter _____ Quarts put in _____
					<b>Re-set oil change light</b>
X	X	X	X	X	Engine: CH – spark plugs/coil packs ( <b>spark plug gap = .050</b> )
					Engine: I – mounts; I – line routing.
					Leaks: I – Engine; I – oil lines, cooling and fuel system/tank
					Belts: I – for wear, alignment and damage; I – pulleys for wear and noise
X	X	X	X	X	Belts: CH
			X		Air Filter: blow out, I – filter restriction indicator
X	X		X	X	Air Filter: CH – filter; I – filter restriction indicator
					Cooling systems: I – Radiator; I & O – coolant fans; I – water pump; I – hoses and caps; T – clamps & fittings; O – pressure test system; I – surge tank.
X	X	X	X	X	Cooling system: CH – coolant ( <b>Motorcraft Orange prediluted</b> )
					A/C System: I & C - condenser coil; I & O – condenser fans; I & O - compressor/clutch I & A – compressor mounting/brackets
					Charging system: I & O – Alternator (13.5-14.5 v)
					Batteries: I – corrosion, battery case for leaks and distortion; I & C – Battery terminals, cables & battery box
					Exhaust System: I _ muffler, CAT and resonator for leaks, cracks and loose fittings/clamps I & T – O2 sensors & connectors.

Completed By: (Inspector/Mechanic): \_\_\_\_\_ Approved By: \_\_\_\_\_

Technician/Mechanic shall refer to Ford Service Manual for items that need explanation or consult with your immediate Supervisor.

# Inspection Guide: Service Vehicles (Trucks) - Vans

Vehicle # \_\_\_\_\_

Mileage: \_\_\_\_\_

Symbols: A - Adjust; C - Clean; Ch - Change; I - Inspect; O - Operating Test; S - Service; T - Tighten; L - Lube. Check off each item as completed. Record on 1157-B. Defects likely to cause problems before the next inspection.

## 6000 MILES MAX

C	B	A	
			Road Test: I - performance; O - transmission shift points; I - steering.
			Instrument, dash: O & I indicator lights; I - speedo, horn & mirrors.
			Lights & Switches: O & I all Interior and exterior lights; CH - defective bulbs.
			W/S Wipers: O & A - speed & sweep; I - blades; S - washer fluid reservoir.
			Body interior: I - accident hazards, all glass, mirrors, seats & backs and seat belt extenders, signal switches; T - screws, bolts, nuts; O - all doors adjust as needed; O - all blower motors.
			Heater: O - system and check vents on defroster, vent and floor settings.
			A/C System: O & I - system operation, evaporator vent discharge temp reading.
			I - condenser leaks; O & I - compressor; T - compressor mounts; C - radiator, A/C condenser, evaporator and filter; C - evap drain tubes.
			Park Brake: O & A - effectiveness; O - release.
			Brakes: O & I - pedal travel; I - stopping distance.
			Brakes: I - pad wear, calipers, brake lines, master cylinder fluid level and for leaks.
			Wheel Bearings: I - front/rear bearings and rotors.
			Steering: O & I - free play; I & CH - as needed steering linkage; I & S - power steering fluid level, hoses, rack, pinion.
			Suspension: I - stabilizer bars, shock absorbers, links, bushings, mounts, control arms, ball joints and leaf springs.
			Lubrication: L - all chassis grease fittings.
			Transmission: I & A - gear shifter cable for full engagement; I - fluid level, lines, hoses.
-	-	-	Transmission: CH - fluid and filter element; I - pan for debris, metal. <b>(As Needed)</b> Quarts put in _____
			Drive Shafts: I & L - bearings, slip joints; I - carrier bearing. <b>(TRUCK ONLY)</b>
			Trans Axle: O & I - CV joints. <b>(VAN ONLY)</b>
			Differential: CH - fluid. Quarts put in _____ in _____
			Rear Axle: C - breather; S - oil level; I - leaks.
			Tires: I - damage, valve stem: 4/32" front & 2/32" rear. LF _____ RF _____ LR _____ RR _____ PSI _____ PSI _____ PSI _____ PSI _____
			Engine: CH - oil. Quarts put in _____
			Oil Filter: CH
			Belts: I - wear, unusual noises and alignment; CH - (As needed)
			Pulleys: I - wear, unusual noises and alignment.
	X	X	Air Filter: CH
			Cooling System: I - clutch, fan, coolant hoses; T - clamps; I & S - antifreeze per manual; O - pressure test cooling system; I - antifreeze reading. _____

			Batteries: I - corrosion, battery cases for leaks & distortion; C – terminals & cables, battery & battery box; check charging voltage 13.5 to 14.5 V
-	-	-	Tune-Up: CH - plugs, wires/coil packs ( <b>As Needed</b> )
			Exhaust: I – leaks, muffler and hangers.
			State Inspection Sticker: I - record month and date of expiration. _____
			Body Exterior: I - accident hazards, lamp mounting, mirrors, loose panels; CH - defective bulbs, lenses.
			Leaks: O & I - engine; I - oil Lines, transmission lines, seals & pan, cooling, exhaust, fuel systems.
			Safety Equipment: I & S ( <b>if equipped</b> )
			W/C Tiedowns, Shoulder Straps & Loops: I & O, Count - Shoulder Straps ____ Loops ____ Tiedowns
			W/C Ramp: I, O & S ( <b>if equipped</b> )

Completed By: (Technician/Mechanic): \_\_\_\_\_ Approved By: \_\_\_\_\_

Technician/Mechanic shall refer to Vehicle Maintenance Manuals for items that need explanation or consult with your immediate Supervisor.

# Inspection Guide: E-350/450 Ford Cutaway

Bus # \_\_\_\_\_

Mileage: \_\_\_\_\_

Symbols: A - Adjust; C - Clean; CH - Change; I - Inspect; O - Operating Test; S - Service; T - Tighten; L - Lube. Check off each item as completed. Record on 1157-B. Defects likely to cause problems before the next inspection.

## 7000 MILES MAX

E	D	C	B	A	
					Road Test: I – Overall performance; O – steering free play; O – Transmission Shift Points; O – Brakes & stopping distance; I & A – Interior rattles/driver distractions; O – reverse alarm _____
					Instrument, Dash: O & I indicator lights, warning buzzer, 12v. meter (if equipped); I - speedo, horn & mirrors
					Lights & Switches: O & I all interior and exterior lights; I & T - control knobs; CH - defective bulbs
					W/S Wipers: O & A - speed & sweep; I - blades; S – washer fluid reservoir
					Safety equipment: I & S – triangle box, spill kit & fire extinguisher (gauge must be in green and tag must be current) Tag Date: _____ I & O – interlock system; I – stickers/decals (replace if needed)
					A/C Unit: I - Condenser, Leaks; O & I - Compressor, front & rear
					A/C Evaporator: C – filters, drain tube & nipple: Take vent discharge readings front _____ rear _____
					A/C Compressor: T – mounting; I - compressor operation
					Heating: I & O - floor heaters; I & O – defrost; I – operation of all blower motors
					Cleaning: (air & water): radiator & A/C condenser; C - evaporator filter
					Bus Interior: I - accident hazards, floor plates, all glass, mirrors, hand rails, seats & backs and seat belt extensions, stanchions, steps, signal switches; O - exit door locks; T - screws, bolts, nuts; I & O - chime, chime button, pull cords, touch tape, stop request & destination signs (front and rear)
					Door Closure: I, O, L & A - all door closures, locks, and hatches.
					Bus Exterior: I - accident hazards, lamp mounting, mirrors, loose panels; CH - defective bulbs, lenses. Leaks: O & I - engine; I - oil lines, cooling, exhaust, fuel systems
					Brakes: O – brakes; I - stopping distance
					Park Brake: O - effectiveness; O – release.
					Brakes: I – shoe lining thickness, lines, check for leaks
					Steering: I & A - joints, stops, toe-in; I - bracket, knuckles; I & S - power steering fluid levels and hoses
	X	X	X	X	Alignment: Have alignment done.
					Lubrication: L - chassis (see chart).
					Suspension: I - stabilizer bars, shock absorbers, links, bushings, mounts, control arms, ball joints
	X	X	X	X	Power Steering: CH – fluid
		X	X	X	Wheel Bearings: I – repack and adjust front wheel bearings.
					Tires: I – damage, matched duals, wear ( <b>4/32" front and 2/32" rear</b> ), valve stem accessibility ( <b>clocked correctly</b> ) A – proper psi (75 PSI) LF _____ LRI _____ LRO _____ RF _____ RRI _____ RRO _____ PSI _____ PSI _____ PSI _____ PSI _____ PSI _____ PSI _____
					Rear Axle: I- leaks; S- oil level; C- breather
	X	X	X	X	Rear Axle: CH- Oil; I - wheel bearing adjustment; A - Park Brake Quarts put in _____
					Differential Carrier: T – mounting bolts.

					Drive Shafts: L – bearings, slip joints; I – carrier bearings; T – flange bolts
					Transmission: I & S- fluid levels; I – hoses; T- clamps
X	X	X	X	X	Transmission; CH- fluid and internal filter                      Quarts put in _____
					Transmission: I & A - shifter cable for full engagement ( <b>see service manual</b> )
					Engine Crankcase: CH - oil    Quarts put in _____
					Oil Filter: CH
					Belts: I – for wear, alignment and damage; I – pulleys for wear and noise
X	X	X	X	X	Belts: CH
X	X	X			Air Filter: C (blow out with air)
			X	X	Air Filter: CH
					Cooling System: I - clutch, fan drive, coolant hoses; T - clamps; I & S - antifreeze per instruction; O - pressure test system. ( <b>use only recommended coolant</b> ) _____
					Batteries: I - corrosion, battery cases for leaks & distortion; C – terminals & cables, battery & battery box;      I - charging Voltage – 13.5 to 14.5 V
X	X	X	X	X	Tune-Up: CH – Plugs & wire/coil packs ( <b>use antiseize on threads</b> )
					W/C Tiedowns, Shoulder Straps & Loops: I & O, Count - Shoulder Straps ____ Loops ____ Tiedowns _____
					W/C Lift: O & I - Operation; I – cylinders for loose caps and for leaks; L - Lift (see chart), I – restraint belts
X	X	X	X	X	W/C Lift: CH – fluid ( <b>only use recommended fluid</b> )
					Exhaust: I – leaks, muffler and hangers; T – clamps.

Completed By: (Technician/Mechanic): \_\_\_\_\_ Approved By: \_\_\_\_\_

Technician/Mechanic shall refer to Maintenance Manuals for items that need explanation or consult with your immediate Supervisor.