

ATTACHMENT A – SCOPE OF WORK

- A. Service Period. AC TRANSIT will plan to provide Bus Bridge Services on select days and times between January 1, 2021 and December 31, 2021. A new scope of work will be adopted in 2022 and 2023. The draft schedule of days and bus service hours is below. Additional bus bridges may be necessary for other track closures. These dates, locations and times are subject to change. BART will provide updates to this via email as soon as changes are available and if necessary submit a revised Attachment A.

Schedule

Weekend	Days	Bus Service Hours	Bus Bridge
1	January 16-18	All day Saturday, Sunday and Monday	Richmond-El Cerrito del Norte
2	January 30-31	All day Saturday and Sunday	Richmond-El Cerrito del Norte
3	February 13-15	All day Saturday and Sunday	Richmond-El Cerrito del Norte
4	February 27-28	All day Saturday and Sunday	Richmond-El Cerrito del Norte
5	May 1-2	All day Saturday and Sunday	South Hayward-Union City
6	May 15-16	All day Saturday and Sunday	South Hayward-Union City
7	May 29-31	All day Saturday, Sunday and Monday	South Hayward-Union City
8	June 5-6	All day Saturday and Sunday	South Hayward-Union City
9	June 19-20	All day Saturday and Sunday	South Hayward-Union City
10	July 3-4	All day Saturday and Sunday	South Hayward-Union City
11	July 17-18	All day Saturday and Sunday	South Hayward-Union City
12	July 31-Aug 1	All day Saturday and Sunday	South Hayward-Union City
13	Aug 14-15	All day Saturday and Sunday	South Hayward-Union City
14	Sept 4-6	All day Saturday, Sunday and Monday	South Hayward-Union City
15	Sept 18-19	All day Saturday and Sunday	South Hayward-Union City
16	Oct 2-3	All day Saturday and Sunday	South Hayward-Union City
17	Oct 16-17	All day Saturday and Sunday	South Hayward-Union City
18	Oct 30-31	All day Saturday and Sunday	South Hayward-Union City

- B. Service Description. AC TRANSIT will provide the following services:

1. Enough 60-foot buses as needed, as mutually determined by BART and AC TRANSIT, to provide Bus Bridge Services during the bus service hours requested by BART.
 2. Bus Operators as needed, as mutually determined by BART and AC TRANSIT, to operate buses during the bus service hours requested by BART.
 3. Bus Service between BART stations described in the Schedule table above pursuant to Attachment B, Concept of Operations.
 4. Operations Supervisors during all the bus service hours described in the Schedule table above at stations where bus service is provided.
 5. If requested by BART, extra-board bus operators to be on-call during all the bus service hours requested by BART.
 6. Security personnel if required off BART property, to be provided by the Alameda County or Contra Costa County Sheriff through AC TRANSIT.
- C. Route and Stops. Buses will run on a route and make stops as described in Attachment B, Concept of Operations. These routes and stop locations are subject to change.
- D. Layover. Buses and Bus Operators will layover or stage as described and delineated in Attachment B, Concept of Operations. BART will provide lunches to AC TRANSIT Bus Operators and Operations Supervisors at the station where operators are designated to take lunch breaks.
- E. Fares. AC TRANSIT will not collect any fares for the service.
- F. Operator and Supervisor Availability: The service provision described above is subject to the availability of AC Transit's Bus Operators and Operations Supervisors. If there are not enough Bus Operators and/or Operation Supervisors available for any given requested service day, AC TRANSIT agrees to notify BART of the shortage as soon as possible, preferably at least 5 calendar days prior to service start.
- G. Service Schedule Changes. The tentative dates and hours for the Bus Bridge Services are described in the Schedule Table above. These dates and hours are subject to change. BART agrees to notify AC Transit of any requested schedule changes, either to add or reduce dates or hours, as soon as possible, preferably at least 7 to 10 calendar days prior to the start of service. BART can cancel a request for bus service, in whole or in part, with no payment owed, at any time up until 48 hours before the date on which the bus service is scheduled to begin. If cancellation is made less than 48 hours before the date on which the bus service is scheduled to begin, AC TRANSIT shall submit to BART a claim setting forth AC

TRANSIT's actual and direct damages incurred as a result of said cancellation together with information as may be required by BART to evaluate the claim. BART's determination on the claim shall be final.

- H. Number of Buses and On-Call Extra Board Operators. For service dates, BART will work with AC TRANSIT to develop an appropriate number of requested buses as well as an appropriate number, if any, of requested on-call extra board operators based on projected and actual ridership.
- I. AC Transit will endeavor to reduce or expand service under this Agreement upon request by BART. AC TRANSIT reserves the right, however, to deny unreasonable requests. Reduction or expansion will be subject to fees and cancellation terms established in this Agreement. Reducing or expanding service may include the following:
 - 1. Subtracting or adding buses and operators or supervisors, or redirecting origin or destination station location to nearby adjacent stations, within the time frame of this Agreement.
- J. Performance Goals: AC Transit agrees to implement the requested service with a stated performance goal to fill 100% of bus runs requested and AC Transit will use its best efforts to do so; however, AC Transit will not be held responsible for failure to provide on-time service due to unusual weather, traffic conditions, road construction, road closures or detours, schedule delays associated with rail crossings, or naturally occurring disasters.
- K. Subcontracting Prohibition: AC Transit shall not subcontract any of the bus transportation services to be provided under this Agreement.