

**AGREEMENT FOR
POMONA VALLEY TRANSPORTATION AUTHORITY
MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES**

This AGREEMENT for transportation management, operations and maintenance services is made and entered into this 9th day of October 2013, by and between the Pomona Valley Transportation Authority, hereinafter referred to as "PVTA" and First Transit Inc. hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the PVTA has determined that it requires management, operations and maintenance services for its transportation projects; and

WHEREAS, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. COMPLETE AGREEMENT

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the PVTA and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. PVTA's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of PVTA's right to such performance by CONTRACTOR.

2. PVTA DESIGNEE

The PVTA ADMINISTRATOR or his/her DESIGNEE, shall have the authority to act for and exercise any of the rights of PVTA as set forth in the herein AGREEMENT, subsequent to the authorization by the Board of Directors of PVTA.

3. EMPLOYMENT OF THE CONTRACTOR

PVTA hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services described in the SCOPE OF WORK for the management, operation and maintenance of the PVTA transportation projects.

4. INDEPENDENT CONTRACTOR

CONTRACTOR'S relationship to PVTA in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of PVTA. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the PVTA.

5. SCOPE OF WORK

The SCOPE OF WORK is set forth in Exhibit A entitled "PVTA TRANSPORTATION SERVICES; SCOPE OF WORK" dated July 10, 2013. PVTA may purchase additional services in accordance with Section 8.3 of this AGREEMENT. CONTRACTOR warrants that the proposal submitted by it and CONTRACTOR'S Best and Final Offer are in full compliance with the Request for Proposal issued by PVTA. CONTRACTOR further warrants that representations made by it herein are true and that it is bound by them.

6. INCORPORATION BY REFERENCE

Incorporated by reference into this AGREEMENT are Exhibit A entitled "PVTA TRANSPORTATION PROGRAMS, SCOPE OF WORK" dated July 10, 2013, any and all Addenda issued during this procurement, Exhibit B, CONTRACTOR'S PROPOSAL, and the representations and warranties made by the CONTRACTOR'S proposal including CONTRACTOR'S Best and Final offer dated September 20, 2013. Whenever there is any conflict between the terms of this AGREEMENT (including the provisions of Exhibit A) and Exhibit B, the provisions of this AGREEMENT shall govern. Whenever there is any conflict between the terms of this AGREEMENT as set forth in the main text and as set forth in Exhibit A attached to it, the provisions of the main text shall apply.

7. CHANGES IN SCOPE OF WORK

It is understood and agreed by PVTA and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT to modify its provisions or to revise the scope and/or extent of PVTA transportation programs.

7.1 Amendment

In each such instance, PVTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT.

7.2 Minor Changes

Notwithstanding the above, PVTA without invalidating the AGREEMENT may from time to time order changes in the scope and/or extent of service area boundaries, schedules, operating hours, and so forth to respond to demand, special events and other occurrences without requiring an amendment pursuant to this SECTION, provided that such changes do not result in either an increase or decrease in the number of annual vehicle revenue hours of more than twenty percent (20%).

8.0 PAYMENT

PVTA agrees to pay CONTRACTOR for the performance of services set forth in this agreement as follows:

8.1 Price Formula

For transportation services rendered as set forth under Article 5, "SCOPE OF WORK" and detailed in Exhibit A, payment shall be based on the following firm, fixed price rates:

1. Fixed Monthly Rate: A Fixed Monthly rate of:

a) \$74,502.14 per month for the period December 29, 2013, through December 28, 2014

b) \$76,467.03 per month for the period December 29, 2014, through December 28, 2015;

c) \$78,327.79 per month for the period December 29, 2015, through December 30, 2016.

The monthly rate shall compensate CONTRACTOR for all cost elements assigned to CONTRACTOR for work described in Article 5, SCOPE OF WORK and further detailed in the attached Exhibit A, PVTA TRANSPORTATION SERVICES, SCOPE OF WORK, except those specifically included under Section 8.1.2 - Fixed Hourly Rate - Get About; Section 8.1.3 - Get About Operating Revenues; Section 8.1.4 Fixed Hourly Rate Group and Additional Services; and Section 8.3 - Fuel Price Formula. Fixed Monthly Rate cost elements are detailed on Exhibit B, CONTRACTOR'S PROPOSAL.

2. Fixed Hourly Rate - Get About: A Fixed Hourly Rate for Get About service of:

a) \$31.58 per Vehicle Revenue Hour for the period December 29, 2013, through December 28, 2014

b) 32.93 per Vehicle Revenue Hour for the period December 29, 2014, through December 28, 2015

c) \$33.71 per Vehicle Revenue hour for the period December 29, 2015, through December 30, 2016.

A Vehicle Revenue Hour for Get About service shall be defined as the time from when a vehicle make its first pick up through the time of the last drop off, excluding driver breaks and lunch breaks, fueling time, and downtime for road calls. Drive time to and from breaks and lunch breaks will also be excluded. The total number of Vehicle Revenue Hours for Get About service will amount to a maximum of 26,000 Vehicle Revenue Hours annually. Fixed Hourly Rate cost elements are detailed in Exhibit B CONTRACTOR'S PROPOSAL attached hereto and made a part hereof by reference.

3. Get About Operating Revenues: All operating revenues collected by the CONTRACTOR in Get About service are the property of the CONTRACTOR. Operating Revenues include:

1. Cash fares.
2. Payment from PVTA to the CONTRACTOR in the amount of \$1.00 for each preauthorized ride to clients of the San Gabriel/Pomona Regional Center and other agencies directly billed for Get About rides by PVTA.
3. Payment from PVTA to the CONTRACTOR in the amount of \$1.00 for each ticket or coupon collected by the CONTRACTOR on behalf of PVTA.

This Agreement is based on a fare of \$1.00 per passenger. Fare receipts shall be counted and kept with appropriate security. Reports on the revenues collected and deposited shall be provided to PVTA not less often than monthly.

4. Hourly Rates - Group and Additional Services: Claremont and Pomona Group Services shall be provided by the CONTRACTOR under the direction of the PVTA Administrator and in accordance with Exhibit A entitled PVTA TRANSPORTATION SERVICES, SCOPE OF WORK. PVTA shall pay the CONTRACTOR at the rate of:

- a) \$35.48 per Vehicle Revenue Hours for the period December 29, 2013, through December 28, 2014
- b) \$36.83 per Vehicle Revenue Hour for the period December 29, 2014, through December 28, 2015

c) \$37.61 per Vehicle Revenue Hour for the period December 29, 2015, through December 30, 2016.

Vehicle Revenue Hours for these services shall be defined as the time from when a vehicle makes its first pick up through the time of the last drop off, excluding driver breaks and lunch breaks, fueling time, and downtime for road calls. Drive time to and from breaks and lunch breaks will also be excluded. In the case where a CONTRACTOR-operated vehicle leaves Get About service to provide the services described in this SECTION or if a CONTRACTOR-operated vehicle providing the services described this SECTION returns directly to Get About service travel time to and/or from Get About service may be included in the billable Vehicle Revenue Hours. Travel time to and from the transportation yard, fueling, driver breaks and lunch breaks shall not be included in the billable Vehicle Revenue Hours. The total number of Vehicle Revenue Hours for Claremont and Pomona Group Services shall be limited to no more than 5,000 Vehicle Revenue Hours annually.

Additional services shall be provided by the CONTRACTOR upon request by PVTA's Administrator. Such services shall be considered extra services and PVTA shall pay the CONTRACTOR at the rate of:

a) \$35.48 per Vehicle Revenue Hour for the period December 29, 2013, through December 28, 2014

b) \$36.83 per Vehicle Revenue Hour for the period December 29, 2014, through December 28, 2015

c) \$37.61 per Vehicle Revenue Hour for the period December 29, 2015, through December 30, 2016.

Additional services shall be limited to 5,000 Vehicle Revenue Hours annually.

All fares collected for Claremont and Pomona Group Services and additional services shall be the property of PVTA. Reports on the revenues collected and deposited shall be provided to PVTA not less often than monthly.

8.2 Deductions From Contract Payments For Get About Service

In the event that the CONTRACTOR for the Get About service fails to meet certain performance levels, PVTA may deduct from sums due the CONTRACTOR as detailed below:

1. Productivity: If the CONTRACTOR'S on-time performance in any month exceeds 90% for directly operated Get About service, CONTRACTOR'S billing shall be limited to the number of Vehicle Revenue Hours required to produce a productivity level of 3.9 passengers per Vehicle Revenue Hour. The total number of passengers in any month during this period shall be divided by a productivity of 3.9. CONTRACTOR'S monthly billing for Vehicle Revenue Hours for Get About shall be limited to the result of the above calculation.

If the CONTRACTOR'S on-time performance in any month exceeds 88% but is less than 90% for directly operated Get About service, CONTRACTOR'S billing shall be limited to the number of Vehicle Revenue Hours required to produce a productivity level of 4.0 passengers per vehicle revenue hour. The total number passengers in any month during this period shall be divided by a productivity of 4.0. CONTRACTOR'S monthly billing for Vehicle Revenue Hours for Get About shall be limited to the result of the above calculation.

If the CONTRACTOR'S on-time performance in any month is less than 88% for directly operated Get About service, CONTRACTOR'S billing shall be limited to the number of Vehicle Revenue Hours required to produce a productivity level of 4.2 passengers per Vehicle Revenue Hour. The total number of passengers in any month during this period shall be divided by a productivity of 4.2. CONTRACTOR'S monthly billing for Vehicle Revenue Hours for Get About shall be limited to the result of the above calculation.

2. Direct Service Hours: In the event that the CONTRACTOR does not provide a minimum of 1,800 Vehicle Revenue Hours of directly operated Get About service in any calendar month, PVTA may deduct from sums due the CONTRACTOR the amount of \$10.00 per Vehicle Revenue Hour for each Vehicle Revenue Hour less than 1,800 provided in any month.

3. **Rides Assigned to the Cab:** In the event that the CONTRACTOR assigns in excess of 1,800 Get About passenger trips to PVTA's cab provider, PVTA may deduct from sums due to the CONTRACTOR the amount of \$10.00 per passenger trip for each passenger trip in excess of 1,800 assigned by the CONTRACTOR to PVTA's cab provider in that month. Passenger trips assigned to the Ready Now program by the CONTRACTOR shall not be included in the calculation of Get About trips assigned to the cab provider for the purposes of this SECTION.

4. **On-Time Performance:** Should CONTRACTOR fail in any month to meet an on-time performance level of eighty-five percent (85%) for directly operated Get About services, PVTA may deduct the amount of \$2,500.00 from sums due CONTRACTOR. On-time performance is defined as the percentage of passengers picked up within five minutes before to 15 minutes after the reservation time given to the passenger when the ride reservation is made, PVTA reserves the right to audit the accuracy of the on-time checks performed by CONTRACTOR. Determinations made by PVTA regarding the accuracy of on-time checks shall be final.

5. **CHP Inspection:** In the event the CONTRACTOR receives an unsatisfactory rating from the California Highway Patrol (CHP) based on CHP's annual terminal inspection of CONTRACTOR'S Get About location, PVTA may deduct the amount of \$5,000.00 from sums due CONTRACTOR.

6. **Vehicle Availability:** In the event that any PVTA-supplied vehicle is placed out-of-service by CONTRACTOR without written authorization of PVTA for a period of more than 20 calendar days, PVTA may deduct from sums due CONTRACTOR the amount of \$50.00 for each day said vehicle is out-of-service in excess of twenty (20) calendar days.

7. **Vehicle Condition:** PVTA reserves the right at their sole discretion to review maintenance records of, inspect and reject temporarily or permanently, by notice to the CONTRACTOR, any vehicle the CONTRACTOR utilizes in PVTA services. In the event any revenue vehicle is rejected temporarily, as a result of said deficient vehicle condition, PVTA may deduct from sums due CONTRACTOR the amount of \$50 per day per vehicle until the condition is

corrected to PVTA's satisfaction. Conditions for rejection are in detailed Section 4.15 of Exhibit A, PVTA SERVICES, SCOPE OF WORK, OUT OF SERVICE DESIGNATION.

8. Wheelchair Accessibility: PVTA may deduct from sums due CONTRACTOR the amount of \$200.00 for any occurrence in which a wheelchair lift fails to operate properly during the pick-up of a passenger or for any occurrence in which a wheelchair-bound client is improperly tied down or a wheelchair becomes unfastened from one of its tie-down locations.

9. Preventive Maintenance: In the event the CONTRACTOR fails to perform a Preventive Maintenance Inspection (PMI) on each vehicle used in their PVTA services within 3,500 miles of the previous PMI, PVTA may deduct from sums due CONTRACTOR the amount of \$200.00 for each occurrence.

10. Uniforms: In the event that a vehicle operator fails to wear a proper uniform, PVTA may deduct from sums due the CONTRACTOR the amount of \$50.00 per occurrence.

11. Average Phone Hold Time: PVTA may deduct from sums due the CONTRACTOR the amount of \$50.00 for each day in which the average hold time for the Get About reservation line exceeds 180 seconds.

12. Minimum Number of GPPV Drivers: In the event that the CONTRACTOR fails to maintain a minimum of ten (10) General Public Paratransit Vehicle (GPPV) certified drivers for PVTA services in any month, PVTA may deduct from sums due the CONTRACTOR the amount of \$500.00.

13. Valid Complaints: If in any month PVTA receives more than five (5) valid complaints regarding Get About service, PVTA may deduct from sums due the CONTRACTOR the amount of \$500.00.

14. Waivers and Modifications: The PVTA Administrator at his/her sole discretion may waive any deduction applicable under the terms of SUBSECTION 8.2. The waiver of any of the deductions in SUBSECTION 8.2 in any month will not invalidate the applicability of the said

deductions in future months. The requirements SUBSECTIONS 8.2.1, 8.2.2 and 8.2.3 may be modified by mutual agreement of the CONTRACTOR and the PVTA Administrator.

8.3 Fuel Price Formula

If in any calendar month the price per gallon of unleaded regular gasoline (87 Octane) as measured by the Automobile Club of Southern California's Daily Fuel Gauge Report for the 15th day of said calendar month for the Los Angeles - Long Beach area including taxes exceeds \$3.50 per gallon, PVTA shall compensate the CONTRACTOR for said gasoline cost increase. Said compensation shall be calculated by computing the difference between the Automobile Club Fuel Gauge Report price and \$3.50 per gallon multiplied by the actual number of gallons of gasoline consumed by the CONTRACTOR providing PVTA transportation services in said calendar month.

If in any calendar month the price per gallon of unleaded regular gasoline as measured by the Automobile Club of Southern California's, Daily Fuel Gauge Report for the 15th day of calendar month for the Los Angeles - Long Beach area including taxes falls below \$3.50 per gallon, CONTRACTOR shall compensate PVTA for said gasoline cost savings. Said compensation shall be calculated by computing the difference between the Automobile Club Fuel Gauge Report price and \$3.50 per gallon multiplied by the actual number of gallons of gasoline consumed by the CONTRACTOR providing PVTA transportation services in said calendar month.

CONTRACTOR shall provide PVTA with documentation of actual fuel consumption and amounts paid for fuel. Said documentation shall include copies of actual billings for fuel. PVTA reserves the right to audit said billings.

8.4 Billings and Payments

CONTRACTOR shall submit invoices monthly for services to PVTA as follows:

1. **Fixed Monthly Rate**
2. **Vehicle Revenue Hour**: Charges shall be directly traceable by dispatcher and/or driver trip sheet and employee time cards, which will be available for review by PVTA.

3. **Fuel Charges:** Charges shall be supported by documentation of actual fuel consumption and amount paid. Said documentation shall include copies of actual billings for fuel.

4. **Other Charges:** In the event there are other charges such as promotional advertising, not covered in the rates above, these shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.

All payments by PVRTA shall be made in arrears, after the service has been provided. Payments shall be made by PVRTA no more than thirty (30) days from PVRTA's receipt of invoice. If PVRTA disputes any item on an invoice for a reasonable cause, PVRTA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within fifteen (15) working days after receipt of invoice by PVRTA. Payments shall be by check payable and mailed first class to:

8.5 Collecting and Accountability for Fares

All fares and transfer slips should be emptied from the farebox daily by the operator and recorded daily, reported to the Administrator of the PVRTA in the monthly operations report. The amount of the collected fares and transfer slips must correspond to the reported number of passengers carried.

9. INDEMNIFICATION

The PVRTA and the cities of Claremont, La Verne, Pomona and San Dimas are the Indemnitees under this indemnity provision. Each Indemnatee is also defined to include its officers, agents, employees, volunteers, and independent contractors who serve as officers, officials, or staff of an Indemnatee, and their successors and assigns.

To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this AGREEMENT or the performance or failure to perform any term, provision, covenant, or condition of this AGREEMENT, including this indemnity provision.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnatee's right to recover under this indemnity provision, and an entry of judgment against an Indemnatee shall be conclusive in favor of the Indemnatee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys' fees and costs incurred in enforcing this indemnity provision.

Notwithstanding the foregoing, nothing in this indemnity provision shall be construed to encompass an individual Indemnitee's sole negligence or willful misconduct. This indemnity provision is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

This indemnity provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity provision may be within public policy and enforceable.

10. INSURANCE

10.1 Insurance

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below. For the purposes of this section, Additional Insured(s) shall mean PVTA and the cities of Claremont, La Verne, Pomona and San Dimas, individually or collectively as the facts may appear. Each Additional Insured is also defined to include its officers, agents, employees, volunteers, and independent contractors who serve as officers, officials, or staff of an Indemnitee, and their successors and assigns.

10.1.1 WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance of the work of this AGREEMENT.

10.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than ten million dollars (\$10,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, broad form property damage coverage, and explosion, collapse and underground hazard coverage. Such insurance shall (1) name the Additional Insureds as additionally insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the Additional Insureds; and (3) contain standard cross liability provisions. With the prior written consent of PVTA, this insurance requirement may be met with a combination of primary and umbrella coverages, provided that the primary limits shall not be less than one million dollars (\$1,000,000). Any umbrella coverage necessary to meet the \$10,000,000 CSL limit for general liability coverage required in this section shall be separate and apart or in excess from any umbrella coverage used to meet the \$10,000,000 CSL limit for automobile liability coverage in Section 10.1.3.

10.1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$10,000,000 (TEN MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) include Uninsured Motorist and Personal Injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$5,000 per occurrence, (4) name the Additional Insureds as additionally insured; (5) be primary for all purposes; and, (6) contain standard cross liability provisions. With the prior written consent of PVTA, this insurance requirement may be met with a combination of primary and umbrella coverages, provided that the primary limits shall not be less than one million dollars (\$1,000,000). Any umbrella coverage necessary to meet the \$10,000,000 CSL limit for automobile liability coverage required in this section shall be separate and apart or in excess from any umbrella coverage used to meet the \$10,000,000 CSL limit for general liability coverage in Section 10.1.2.

10.1.4 AUTOMOBILE COLLISION AND COMPREHENSIVE INSURANCE COVERAGE for the actual cash value of PVTA and the City of Claremont vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars (\$5,000), and (2) shall name PVTA as loss

payee. CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by PVTA under the terms of this AGREEMENT, PVTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of loss. CONTRACTOR and PVTA agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

10.1.5 GARAGEKEEPERS LEGAL LIABILITY INSURANCE with a limit of not less than five hundred thousand dollars (\$500,000) per occurrence.

10.1.6 ALL INSURANCE shall contain the following provisions:

1. Coverage shall be on an "occurrence" basis.
2. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
3. The Liability policy must cover personal injury as well as bodily injury.
4. The Liability policy shall include a cross-liability or severability of interest endorsement.
5. Broad form property damage liability must be afforded.
6. CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
7. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

8. Policies shall name the Additional Insureds as additionally insured, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to PVTA and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverages required above, including specific evidence of separate endorsements naming the PVTA and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days written notice by certified mail, return receipt requested, has been given to PVTA.

The PVTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. PVTA at its sole option may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, PVTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, PVTA may deduct from sums due to CONTRACTOR any premium costs advanced by PVTA for such insurance.

10.2 Employee Dishonesty Insurance

CONTRACTOR shall secure for its employees Employee Dishonesty Insurance or other security acceptable to the PVTA Administrator, protecting the PVTA from employee theft

up to the amount of fifty thousand dollars (\$50,000) for any one occurrence. Such insurance or security shall name PVTA as loss payee with respect to amounts claimed thereunder arising out of CONTRACTOR's performance under this AGREEMENT. CONTRACTOR shall provide proof of such coverage to PVTA prior to commencement of work under this AGREEMENT.

11. TERM OF AGREEMENT

11.1 Base Term

This AGREEMENT shall become effective December 29, 2013, and shall continue in full force and effect through December 30, 2016, unless earlier terminated as herein provided.

11.2 Month-to-Month Extensions

Upon completion of the full term of this AGREEMENT, PVTA at its sole discretion may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of three (3) months. PVTA shall notify CONTRACTOR of such extension at least thirty (30) days prior to the termination date of this AGREEMENT. The compensation rates in effect during the last monthly period of the full term of this AGREEMENT shall remain in effect during any such extensions.

11.3 Option Terms

In consideration of the herein AGREEMENT, CONTRACTOR hereby grants the below option, exercisable in writing at PVTA's sole election, anytime on or before the date specified herein and as follows:

1. DESCRIPTION - PVTA may extend the service provided by CONTRACTOR under this AGREEMENT for up to seven (7) option periods of one-year duration.

2. PRICE - The Fixed Hourly Rate and Fixed Monthly Rate shall be arrived at upon the basis of negotiations and mutual agreement, but shall be limited so that the maximum percentage increase in the AGREEMENT budget for each option period, after adjustment for any changes in the level of vehicle revenue hours to be provided, shall be no more than the

annual increase in the Consumer Price Index—All Urban Consumers—All Items for the Los Angeles-Riverside-Orange County urbanized area for the most recently concluded calendar year.

3. OPTION EXERCISE DATES – PVTA may exercise its option to extend CONTRACTOR services on or before October 1, 2016, for the initial option term, and on or before October 1 of each subsequent year for the six remaining option terms.

It is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time-to-time by mutual AGREEMENT.

It is mutually understood and agreed that PVTA is under no obligation whatsoever to exercise any or all of these options and that no representations have been made by PVTA committing it to such exercise of this option, and that PVTA may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

12. TERMINATION

PVTA or CONTRACTOR may terminate this AGREEMENT for one or more of the following reasons:

12.1 Basis of Termination:

1. FOR CONVENIENCE: PVTA may terminate this AGREEMENT at any time in whole or in part for its convenience and for any reason, by giving CONTRACTOR ninety (90) days written notice thereof.

2. FOR INSUFFICIENT FUNDING: PVTA may terminate this AGREEMENT upon thirty (30) days written notice to CONTRACTOR that insufficient funding is available to PVTA to fund this AGREEMENT.

3. FOR MATERIAL BREACH: PVTA may terminate this AGREEMENT upon (30) days (hereinafter "cure period") written notice by mail or by personal service of a material default or breach in performance of any of the terms and conditions of this AGREEMENT to be kept, done or performed by CONTRACTOR, and CONTRACTOR fails, neglects or refuses for the stated cure period to remedy said defaults or to initiate remedy of said faults should the cure thereof require a period in excess of the cure period. Should the cure period expire without remedy of said defaults or initiation of such remedy by CONTRACTOR, the PVTA may without further notice and without suit or other proceedings cancel this AGREEMENT.

4. FOR BANKRUPTCY: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of PVTA terminate this AGREEMENT.

5. BY MUTUAL AGREEMENT: This AGREEMENT may also be terminated at any time upon mutual agreement of both parties.

12.2 Compensation Upon Termination:

Should this AGREEMENT be terminated by either party, PVTA shall be liable for costs and fees as specified under Section 8.1 - Price Formula, Section 8.3 - Fuel Price Formula, accrued to date of termination. Thereafter, CONTRACTOR shall have no further claims against PVTA under this AGREEMENT.

12.3 PVTA Remedies on Breach

Notwithstanding anything to the contrary herein, it is understood and agreed that, in the event of failure by CONTRACTOR to perform services required by this AGREEMENT, in addition to all other remedies, penalties and damages provided by law,

the PVTA may provide such services and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to PVTA to provide such services, or the amounts specified under Section 8.1 - Price Formula and Section 8.3 - Fuel Price Formula, whichever is greater.

12.4 Transition to Future Contractor

For up to sixty (60) days prior to and following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the PVTA or any future CONTRACTOR selected by PVTA, CONTRACTOR's full cooperation in the transition to the successor CONTRACTOR. This shall include, at a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), and access to non-confidential personnel files and to maintenance records and all PVTA client registration records.

13. ADMINISTRATION

13.1 PVTA Responsibilities and Authority

1. PVTA will be responsible for system design, setting of fare levels and transfer policies, productivity analysis, and marketing promotion. CONTRACTOR shall provide input to assist PVTA in making determinations on these matters as requested.

2. PVTA will work in conjunction with the various governmental agencies and with CONTRACTOR to ensure that effective coordination is achieved among all public transportation services provided in the PVTA service area.

3. PVTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform patrons of service operations and to promote ridership.

4. PVTA shall prepare, print and provide to CONTRACTOR all schedules, passes, tickets and like materials required by service operations. CONTRACTOR shall distribute and disseminate such materials.

5. Adjustments to service shall be the sole prerogative of PVTA.

6. No operational changes that affect service, scheduling, hours of operation, response times, or any other characteristics of the PVTA transportation services shall be made by the CONTRACTOR without the approval of PVTA.

7. CONTRACTOR shall provide for a change in the Project Manager upon six weeks notice by the PVTA. CONTRACTOR shall not replace the Project Manager or Operations Manager without written consent of PVTA, unless said Manager will no longer be employed by CONTRACTOR. If said Manager is to be replaced, CONTRACTOR shall submit the resume and qualifications of an acceptable replacement for prior approval by PVTA no later than fifteen (15) working days prior to the departure of the incumbent Manager.

8. Service complaints shall be reported directly to the Administrator of PVTA or his designee, in accordance with procedures developed by the Administrator and CONTRACTOR.

13.2 Control

CONTRACTOR shall render all services under this AGREEMENT in a manner consistent with the policies of PVTA. Modification of existing policies or adoption of new policies during the term of this AGREEMENT, which affect CONTRACTOR's performance of services, shall be treated as changes pursuant to SECTION 7 - Changes in Scope of Work herein.

CONTRACTOR shall advise PVTA of matters of importance, such as the condition of vehicles, bus route time conflicts, any and all matters the CONTRACTOR feels are safety related, and make recommendations when appropriate; however, final authority shall rest with the PVTA. Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR's actions or inaction as provided in this agreement or otherwise provided by law.

PVTA shall not interfere with the management of CONTRACTOR's normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees. PVTA may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. Notwithstanding the above restriction, PVTA may demand removal of any CONTRACTOR employee from the PVTA's project by providing written notice to CONTRACTOR.

13.3 Force Majeure

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this paragraph.

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify PVTA of the fact, and thereafter shall report to PVTA all relevant information then known to CONTRACTOR, and shall continue to so report.

13.4 Emergency In-Lieu Performance by PVTA

In the event that the CONTRACTOR fails, neglects or is unable to timely perform any of the service specified herein, PVTA reserves the right, without terminating the AGREEMENT as specified in SECTION 12.1.3, to provide such service until such time as the CONTRACTOR demonstrates the ability to continue performance. The CONTRACTOR agrees to pay PVTA for the reasonable costs thereof.

13.5 Emergency Procedures

In the event of a major emergency such as an earthquake, dam failure, wild land fires, or man-made catastrophe, CONTRACTOR shall make transportation and

communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from PVTa is intact, CONTRACTOR shall follow instruction of PVTa. If the normal line of direct authority from PVTa is broken, and for the period while it is broken, CONTRACTOR shall make best use of transportation resources following to the degree possible the direction of an organization such as the police, Red Cross, or National Guard, which appears to have assumed responsibility (the "Emergency Authority"). Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable, and prompt reimbursement of CONTRACTOR's actual costs. Immediately after the emergency condition ceases as determined by PVTa or the Emergency Authority, whichever shall first occur, CONTRACTOR shall reinstitute normal transportation services. Contractor shall maintain service and expense records sufficient to permit PVTa to recover emergency costs from FEMA or other responsible agencies. Inadequately or improperly documented expenses will not be reimbursed by PVTa.

14. GENERAL SERVICE REQUIREMENTS

14.1 Minimum Service Standards

The CONTRACTOR shall be required to meet the following minimum service standards:

	MINIMUM STANDARD
a. On-Time - pick up within 5 minutes before to 15 minute after the reservation time	90%
b. Average Wait-Time (elapsed time between an immediate service request such as a will call return trip and passenger pick-up)	30 min.
c. Average Ride Time	35 Min.

d.	Rides over 60 minutes	<2%
e.	Productivity (passenger trips per hour)	3.8
f.	No-Shows	<5%
g.	Average Time Hold (Reservation Line)	<75 sec.
h.	Minimum # of qualified drivers	19
i.	Min. # GPPV drivers	10
j.	Valid Complaints	<2 per month

14.2 National Transit Database Reporting

PVTA and the City of Claremont are required by their funding sources to submit accurate National Transit Database data. These agencies are subject to severe financial penalties for failure to report auditable data. The CONTRACTOR is responsible to become familiar with said reporting requirements as they may exist from time-to-time and to supply accurate financial and operating data which complies with above described requirements as they exist at the time the reports are required. CONTRACTOR shall be liable for the cost of any funding penalties imposed on PVTA or the City of Claremont due to CONTRACTOR's failure to comply with abovementioned reporting requirements.

14.3 Uniforms

CONTRACTOR shall purchase uniforms for employees and shall require the employees to wear them. Name tags acceptable to PVTA shall also be provided. The design, type, and logo of the uniforms shall be subject to PVTA's approval.

14.4 Passenger Counts by City of Residence

CONTRACTOR shall provide PVTA monthly with an actual count of the Get About trips taken by residents of Claremont, La Verne, Pomona and San Dimas. Said count shall be broken down by city of residence and, in the case of the City of Pomona, by the district of residence.

14.5 Vehicles

Vehicles returned to the PVRTA at the termination of this AGREEMENT shall be in good repair and condition, normal wear and tear excepted, and with all repair and scheduled maintenance work completed. PVRTA reserves the right to have a third party inspector. CONTRACTOR shall be notified of any deficiencies noted and repairs required based on the inspection. CONTRACTOR shall be given a reasonable period to make said repairs. CONTRACTOR shall bear the cost of any identified repairs which have not been completed prior to the end of the contract period. Said costs shall be deducted from CONTRACTOR's final payment.

14.6 Americans with Disabilities Act

All service provided by the CONTRACTOR on behalf of the PVRTA shall comply with the applicable requirements of the Americans with Disabilities Act.

14.7 Department of Motor Vehicle Pull Notice Program

The CONTRACTOR shall participate in California Department of Motor Vehicles Pull Notice Program.

15. OPERATION OF VEHICLES PROVIDED BY CALIFORNIA DEPARTMENT OF TRANSPORTATION VIA FTA SECTION 5310

A portion of the service under the terms of this AGREEMENT will be provided using vehicles purchased by PVRTA using Federal Transit Administration (FTA) Section 5310 funding. PVRTA is responsible to insure that PROJECT vehicles usage and maintenance are in compliance with all State and Federal requirements. The operation of said PROJECT vehicles will be subject to the terms of the agreement between PVRTA and California Department of Transportation, hereinafter referred to as the STATE.

Use and operation of PROJECT vehicles by CONTRACTOR will be subject to the following provisions:

15.1 Equipment Maintenance and Inspection

While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate and maintain the equipment in accordance with detailed warranty, maintenance and inspection schedules provided by the original and final stage manufacturers.

The STATE and FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT equipment. No alterations (e.g., mechanical changes, painting) may be made to the PROJECT equipment in its as-received condition without first receiving written approval from the STATE.

15.2 Evidence of Insurance

The CONTRACTOR shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California. The certificate shall set forth the amounts of insurance and shall also specify that the following conditions are met:

1. The State of California, its officers, employees, and agents are named as additional insured.
2. The insurer will provide at least thirty (30) days notice of cancellation or material change of the policy.
3. The State of California is designated as the Loss Payee for claims of damage to the insured vehicle(s).
4. The State of California will not be responsible for any premiums or assessments on the policy.

Prior to the insurance policy expiration date, and at least annually, CONTRACTOR shall furnish to the STATE a new certification of insurance or other written evidence of insurance satisfactory to STATE. At any time that such evidence of insurance has not been provided, the STATE shall have the right immediately to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.

15.3 Equipment Ownership and Relinquishment

At all times while the PROJECT equipment is in the possession or control of the CONTRACTOR, PVTA shall be the registered owner. The PVTA shall not transfer ownership of

the PROJECT equipment at any time while this contract is in effect. If the STATE must take possession of the PROJECT equipment, as a result of the PVTA's non-compliance with contract terms or by mutual agreement between the STATE and PVTA, PVTA shall sign off as registered owner and return PROJECT equipment to the STATE.

15.4 No State Obligations to Third Parties

The STATE shall not be subject to any obligations or liabilities by subcontractors of the CONTRACTOR or their subcontractors or any other persons not a party to this contract in connection with the performance of this PROJECT pursuant to the provisions of this contract without its specific consent and notwithstanding its concurrence in or approval of the award of a contract or subcontract or the solicitation thereof.

15.5 Obligations on Behalf of the STATE

The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the STATE.

16. GENERAL PROVISIONS

16.1 Legal and Regulatory Requirements

In performance of the services described herein, CONTRACTOR shall be responsible to comply with all Federal, State and local requirements as they may exist from time-to-time.

16.2 Conflict of Interest

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

16.3 Conflict of Transportation Interests

CONTRACTOR shall not divert any revenues, passengers or other business from PVTA to any taxi or other transportation operation of CONTRACTOR.

16.4 Conflicting Use

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities that are dedicated to PVTA for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior written approval of PVTA.

16.5 Notice of Federal Participation

Some of the vehicles provided to the CONTRACTOR for the performance of the services described in this RFP were purchased by the City of Claremont with financial assistance from the Federal Transit Administration (FTA). Financial assistance for a portion of the services described in this RFP was provided using FTA 5317 funds from the FTA. This AGREEMENT will be subject to the financial assistance contract between the City of Claremont and the U.S. Department of Transportation as well as the agreements between PVTA and the Los Angeles County Metropolitan Transportation Authority for the provision of FTA 5317 New Freedom services and will be subject to all applicable FTA regulations, including, but not limited to, those contained in Attachment I.

16.6 Interest of Members 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 AGREEMENT or to any benefit arising therefrom.

16.7 Audit; Retention of Records

CONTRACTOR shall allow the authorized representatives of PVTA, the U.S. Department of Transportation, the Comptroller General of the United States, and the State of California, the Los Angeles County Metropolitan Transportation Authority, the County of Los Angeles to inspect and audit all data and records of the CONTRACTOR relating to performance under this AGREEMENT. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, CONTRACTOR shall maintain all required records for three years after final payment under this AGREEMENT and until all other pending matters are closed.

16.8 Compliance with Environmental Standards

CONTRACTOR shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), and implementing regulations, and all state laws and local ordinances with respect to

transit operations and operation of the facilities involved in the AGREEMENT for which Federal assistance is given. CONTRACTOR shall report violations to the PVRTA, the Federal Transit Administration, and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.

16.9 Compliance with Laws, Rules, Regulations

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated there under, including but not limited to, those relative to Civil Rights, Equal Employer Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of PVRTA if requested, any and all licenses, permits, certificates and inspections required by law, including GPPV inspections. CONTRACTOR shall assure that all of its employees operating PVRTA vehicles possess a valid, current Class B California Driver License with appropriate endorsements.

16.10 Headings:

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

16.11 Sale, Transfer or Assignment

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the PVRTA to such sale, assignment, or transfer. In the event of any violation of this SECTION, PVRTA may immediately terminate this AGREEMENT.

16.12 Binding

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors and administrators of the parties hereto. However, nothing herein shall be

construed as authorizing any assignment by the CONTRACTOR of its interest without prior written approval of PVTa.

16.13 Notice

All notices hereunder and communications with respect to this AGREEMENT shall be effected upon the mailing thereof by regular, registered or certified mail return receipt requested and addressed as follows:

PVTa:

CONTRACTOR:

George L. Sparks
Administrator
Pomona Valley Transportation Authority
2120 Foothill Blvd. Ste. #116
La Verne, CA 91750

16.14 Federal Privacy Act Requirements

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.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

Pomona Valley Transportation Authority

CONTRACTOR

By _____
Chair, PVTA Board of Directors

By _____
Authorized Official

WITNESSED:

Title

By _____

Federal Tax I.D. Number

management operations and maintenance

EXHIBIT A
PVTA TRANSPORTATION SERVICES
SCOPE OF WORK
JULY 10, 2013

SECTION 1 - DEFINITIONS

As used throughout the Request for Proposals, exhibits and attachments, the following terms shall have the meanings set forth below:

Advanced Reservation - Describes the process of requesting trips and receiving trip confirmation prior to the day service is requested.

Americans with Disabilities Act of 1990 (ADA) - Federal civil rights legislation which mandates accessibility for people with disabilities. Included is a requirement that all public transit agencies operating fixed route bus service provide complementary paratransit service to persons functionally unable to use accessible fixed route systems.

CONTRACTOR - Shall signify vendor selected and under contract with PVTA to provide transportation services.

Curb-to-Curb Service - A type of paratransit service where, on both the origin and destination ends of the trip, the driver gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than 15 feet from the vehicle.

Deadhead - For paratransit services, refers to either miles or hours when a vehicle is not in revenue service including travel from the yard to the first pick-up, from the last drop-off back to the yard when released by the dispatcher. The travel between scheduled pickups and drop offs, regardless of whether a passenger is on board, is not deadhead.

Demand Responsive - Describes a service that does not require advance reservation and trips can be requested the same day {also referred to as "same day", "real-time" or "immediate response"}.

Door-to-Door Service - A type of paratransit service where, on both the origin and/or destination end of the trip, the driver gets out of the vehicle and meets/escorts the passenger to the door of the main lobby, residence, or building. The driver is responsible for assisting the passenger throughout the trip. Drivers are not allowed to enter a residence and must keep the vehicle in sight at all times.

Dwell Time - The amount of time spent by vehicle and driver at each pick-up and drop-off waiting for the passenger(s) to appear, during passenger boarding, debording and wheelchair securement. Dwell time is included in the Vehicle Revenue Hour computation.

Federal Transit Administration (FTA) - A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies, among various other programs.

General Public Paratransit Vehicle (GPPV) - Means any motor vehicle designed for carrying no more than 24 persons and the driver, that provides local transportation to the general public, including transportation of pupils at or below the 12th - grade level to or from a public or private school or school activity, under the exclusive jurisdiction of a publicly operated transit system through one of the following modes: dial-a-ride, subscription service, or route deviated bus service. {California Motor Vehicle code Section 336}

Holidays - The official holidays are: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

Missed Trip - Any scheduled trip on which the Dial-a-Ride vehicle arrives more than 60 minutes after the scheduled pick up time or does not arrive at all.

No-Show - A scheduled passenger who does not appear at the designated location for vehicle boarding within 5 minutes of an on-time vehicle arrival or calls the reservation office to cancel the trip less than one (1) hour before the scheduled pick-up time.

On-Time Pickup - For paratransit services, a vehicle shall be on-time if it arrives at the designated pickup location no more than 5 minutes prior to the scheduled pickup time or no more than 15 minutes after that time. For fixed route services, a vehicle shall be on-time if it arrives at a designated bus stop not earlier than or no more than 3 minutes after the scheduled arrive time.

Subscription Service - Paratransit trips to and from the same origin and destination at the same time and day at least once a week. Subscription services do not require the passenger to call in their request for each trip; only to cancel for one or more days

Vehicle Revenue Hour - For Paratransit service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off. If the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of vehicle service hours, however, this rule shall not apply to late trip cancellations. Vehicle revenue hours are also known as "vehicle service hours".

For the fixed route service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is in revenue service, including layover/recovery time but excluding deadhead, training operators prior to revenue service and road tests.

Vehicle revenue hours, for all services, shall exclude any meal breaks, service breaks, fueling time, mechanical breakdowns and time a vehicle is down due to an accident. Drive time to and from breaks and lunch breaks will be excluded.

Vehicle Revenue Miles - The mileage incurred by a vehicle while operating a Vehicle Revenue Hour.

SECTION 2 - PVTA DUTIES AND RESPONSIBILITIES

2.1 Management

PVTA will have an Administrator reporting directly to the PVTA Board of Directors and responsible for administering the contract and monitoring and evaluating the service. CONTRACTOR's Project Manager will report directly to the Administrator.

2.2 Purchase of Service

1. Monthly and Hourly Rates

PVTA will purchase management operation and maintenance services for its transportation programs at a fixed monthly rate. Additionally, for Get About service PVTA will pay a fixed rate based on Vehicle Revenue Hours plus cash fares and reimbursements from PVTA for rides provided to regional center and other directly billed clients, tickets and coupons collected by CONTRACTOR in Get About service. For Claremont Group and Pomona Group services PVTA will pay a fixed rate based on Vehicle Revenue Hours. Fares collected in the Claremont and Pomona Group services shall be the property of PVTA.

If the CONTRACTOR'S on-time performance in any month exceeds 90% for directly operated Get About service, CONTRACTOR'S billing shall be limited to the number of Vehicle Revenue Hours required to produce a productivity level of 3.9 passengers per Vehicle Revenue Hour. The total number of passengers in any month during this period shall be divided by a productivity of 3.9. CONTRACTOR'S monthly billing for Vehicle Revenue Hours for Get About shall be limited to the result of the above calculation.

If the CONTRACTOR'S on-time performance in any month exceeds 88% but is less than 90% for directly operated Get About service, CONTRACTOR'S billing shall be limited to the number of Vehicle Revenue Hours required to produce a productivity level of 4.0 passengers per vehicle revenue hour. The total number passengers in any month during this period shall be divided by a productivity of 4.0. CONTRACTOR'S monthly billing for Vehicle Revenue Hours for Get About shall be limited to the result of the above calculation.

If the CONTRACTOR'S on-time performance in any month is less than 88% for directly operated Get About service, CONTRACTOR'S billing shall be limited to the number of Vehicle Revenue Hours required to produce a productivity level of 4.2 passengers per Vehicle Revenue Hour. The total number of passengers in any month during this period shall be divided by a productivity of 4.2. CONTRACTOR'S monthly billing for Vehicle Revenue Hours for Get About shall be limited to the result of the above calculation.

2. **Estimate of Service Levels**

It is estimated that the Vehicle Revenue Hours for Get About will total 26,000 annually. Claremont Group and Pomona Group services are estimated to total 3,000 Vehicle Revenue Hours annually. PVRTA services shall not operate on New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day. When there is a possibility of the same holiday being celebrated on more than one date, PVRTA shall set the date. PVRTA also reserves the right to direct a lesser level of service on certain days.

3. **Term**

The Agreement between PVRTA and the CONTRACTOR shall have an initial term of three (3) years beginning December 29, 2013 through December 30, 2016. All prices in the cost proposal will be firm for the initial three-year term. The Agreement may be extended for up to seven (7) option periods of one-year duration. In the option periods the increase in the fixed monthly rate and the fixed hourly rates shall be limited to a maximum of the annual percentage increase in the Consumer Price Index for the Los Angeles-Long Beach urbanized area for the most recently concluded calendar year.

4. **Fuel Costs**

The CONTRACTOR shall be responsible for securing fuel for vehicles, including all costs relating to fueling.

If in any calendar month the price per gallon of unleaded regular gasoline (87 Octane) as measured by the Automobile Club of Southern California's Daily Fuel Gauge Report for the 15th day of said calendar month for the Los Angeles - Long Beach area including taxes exceeds \$3.50 per gallon, PVRTA shall compensate the CONTRACTOR for said gasoline cost increase.

If in any calendar month the price per gallon of unleaded regular gasoline as measured by the Automobile Club of Southern California's, Daily Fuel Gauge Report for the 15th day of calendar month for the Los Angeles - Long Beach area including taxes falls below \$3.50 per gallon, CONTRACTOR shall compensate PVRTA for said gasoline cost savings. CONTRACTOR shall provide PVRTA with documentation of actual fuel consumption and amounts paid for fuel. Said

documentation shall include copies of actual billings for fuel. PVTA reserves the right to audit said billings.

5. Additional Services

In addition to regular PVTA operations, CONTRACTOR may, from time to time, upon receiving specific authorization from PVTA, provide special transportation services using PVTA vehicles, provided that such special services are determined by PVTA to be in the public interest, do not interfere with PVTA's regular operations, do not violate FTA's Charter Bus Rule, and are in compliance with applicable federal and state statutes. CONTRACTOR shall be entitled to compensation for such services at the specified rate for additional services listed by CONTRACTOR in their proposal. Additional services shall be limited to no more than 5,000 vehicle revenue hours

2.3 System Planning, Administration, Marketing

PVTA will be responsible for system design, setting of fare levels and transfer policies, productivity analysis, marketing and promotion. CONTRACTOR will be expected to provide input to assist PVTA in making determinations on these matters as requested. PVTA may develop and implement a form of fare media that will be accepted in lieu of cash fares. PVTA shall prepare, print and provide the CONTRACTOR all schedules, passes, tickets, and like materials required by PVTA operations.

PVTA will work in conjunction with the various governmental agencies and with the CONTRACTOR to ensure that effective coordination is achieved among all public transportation services provided in the PVTA service area boundaries by other operators.

PVTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform patrons of service operations and to promote ridership. CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of the Agreement and any supplemental direction provided by PVTA.

2.4 Adjustments to Service

1. Adjustments to service shall be a prerogative of PVTA. PVTA expects to work closely with the CONTRACTOR on such modifications in order to provide efficient and responsive service.
2. No operational changes that affect service, scheduling, hours of operations, response times, or any other characteristics of the PVTA transportation services shall be made by the CONTRACTOR without the approval of PVTA.

3. PVTA may modify the service area for fiscal, jurisdictional, geographic, coordination or passenger travel pattern reasons. Modifications may be made resulting in up to twenty (20%) percent increase or decrease of the specified vehicle service hours without changing the fixed monthly rate or the vehicle revenue hour rate bid herein.
4. PVTA will notify the CONTRACTOR thirty (30) days in advance of service changes. It would be expected that agreement to make smaller service changes in a shorter time would be possible through cooperative efforts of PVTA and the CONTRACTOR.

2.5 Equipment

2.5.1 Vehicles

1. PVTA shall provide CONTRACTOR the vehicles set forth in Exhibit E, Equipment List. These vehicles are owned by either PVTA or the City of Claremont. These vehicles shall be used only for activity directly related to PVTA transportation services, unless otherwise authorized by PVTA.
2. It should be noted by proposers that the vehicles listed in Exhibit E are provided by the PVTA "as is" and absolutely no allowance shall be granted the contract successor for any item of a deferred maintenance in PVTA-provided vehicles.
3. PVTA will arrange a time for prospective proposers to conduct routine inspections of a representative sample of the vehicles listed in Exhibit E.

2.5.2 Radios

PVTA shall provide CONTRACTOR with radios set forth in Exhibit "E ". Radios are offered on an "as is" basis. CONTRACTOR shall be responsible for proper maintenance, licensing and replacement when required of said equipment and shall comply with all applicable federal statutes and regulations in connection with such use. PVTA will be responsible for "air time" charges for PVTA-provided radios.

2.5.3 Communications System (Option)

As an option the CONTRACTOR may propose a CONTRACTOR-supplied radio or other communication system. The CONTRACTOR would be responsible for both equipment and air time charges for this option and costs associated with the option should be clearly delineated in the CONTRACTOR'S proposal.

2.5.4 Phone Call Director

PVTA will provide an Alt Gen Max 100R server phone system (call director) more fully described in Exhibit E, Equipment List. CONTRACTOR shall be responsible to fully familiarizing themselves with the phone system and for proper licensing, and maintenance of the system. CONTRACTOR will be responsible to supply all additional phone equipment required for the service. If the CONTRACTOR does not plan to use the PVTA supplied call director, the CONTRACTOR should specify the system the CONTRACTOR will use.

2.5.5 Computer Hardware and Software

CONTRACTOR shall be responsible to provide the necessary computer hardware and software as well as any other additional equipment required to operate the services described in this Request for Proposal.

SECTION 3 - CONTRACTOR DUTIES AND RESPONSIBILITIES-OPERATIONS

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of PVTA Transportation Services. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary, and generally accepted within the public transportation industry as being an integral element of operating public transportation system and services of a kind and character such as PVTA transportation services.

3.1 Operations - General

CONTRACTOR shall be responsible for management and operation of the van service (dedicated vehicle) portion of the Get About system, the Claremont Group Service, Pomona Group Service, and any additional services purchased by the PVTA. Additionally, the CONTRACTOR shall be responsible to receive all Get About ride reservation requests and to evaluate them and assign the appropriate requests to Get About's supplemental cab provider. CONTRACTOR will be responsible to transmit said ride requests in a prompt and accurate manner.

Except for services provided by the cab operator, CONTRACTOR shall coordinate, manage, and control all necessary program activities which shall include: maintain all vehicles, provide drivers and all project personnel, train personnel as necessary, develop administrative procedures, financial records, and develop methods to improve effectiveness and maximize service efficiency.

CONTRACTOR will obtain and provide all required State and local permits and ensure that all drivers are properly licensed for service they are providing. CONTRACTOR must also have all applicable State and local business licenses or procure same prior to the start of service. PVTA will provide for vehicle licenses and registration.

Service shall be managed by CONTRACTOR in accordance with the guidelines and parameters established herein and the attachments hereto. All facilities, equipment, fuel, supplies and services required in the operation and management of said services shall be furnished by CONTRACTOR unless specifically identified to be contributed by the PVTA.

3.2 Operations - Get About

The Get About transportation service provides primarily advance - reservation, door-to-door transportation to seniors 60 years of age and above and individuals with disabilities certified eligible by PVTA. Requests for service may be made up to 7 days in advance. Trips taken on a regular basis at the same day and time can be set up as subscription trips. Same day and immediate trip requests are accommodated if capacity is available. The CONTRACTOR shall be responsible to manage the level of subscriptions to provide efficient service and maintain the capability to accept some advance reservation trip requests during all hours of service. Get About is an area-wide service offering direct transportation throughout the cities of Claremont, La Verne, Pomona and San Dimas. Get About offers service to destinations beyond the four cities as far west as Grand Avenue and on the east to the Montclair Plaza, Montclair TransCenter and Doctor's Hospital in Montclair.

The Get About service operates the following days and hours:

Weekdays (Monday-Friday)	6:00 a.m. - 7:30 p.m.
Saturdays	8:00 a.m. - 5:00 p.m.
Sundays	7:30 a.m. - 4:00 p.m.

3.2.1 Operations - Get About Cab Supplement

PVTA contracts separately with a cab provider for approximately 19,000 passenger trips annually to supplement the Get About service. The CONTRACTOR selected by this RFP will receive all Get About trip requests and will be responsible to allocate a portion of these requests to the cab supplement provider to maximize the cost effectiveness, quality, accessibility and productivity of the Get About service.

The CONTRACTOR will be responsible to manage the allocation of rides to the cab provider in order to maximize the benefit to the overall Get About service. PVTA reserves the right to establish and adjust service parameters for Get About including but not limited to: the number, type and location of trips to be allocated to the Cab Supplement provider. PVTA will contract directly with Cab Supplement provider. The successful CONTRACTOR must have the demonstrated ability to work cooperatively with other providers to effectively manage a same-day trip brokerage setting. The CONTRACTOR is contractually limited to referring no more than 1,800 passenger trips per month to the Cab Supplement provider without prior authorization of PVTA.

3.2.2 Operations - Get About "Ready Now"

PVTA has received funding for a same day, immediate response taxi program designed as a supplement to the regular Get About service. A part of this program is to provide "will call" rides for return trips that cannot be effectively prescheduled, particularly returns from occasional medical appointments. The CONTRACTOR will be able to refer up to 6,000 passenger trips annually which meet program criteria. These referrals will not be included in the 1,800 passenger trip per month limitation for referrals to Cab Supplement for the regular Get About service. The "Ready Now" service will operate at least through June 2015.

3.3 Operations – Get About "One Step Over the Line"

CONTRACTOR will be responsible to take reservations for a New Freedom project "One Step Over the Line" which will provide transportation to disabled individuals to destinations in San Bernardino County as far east as Mountain Avenue and limited service to Kaiser Hospital in Fontana and Loma Linda Medical Center. All One Step Over the Line rides shall be referred to PVTA's cab operator.

3.4 Operations - Claremont & Pomona Group Services

CONTRACTOR shall be responsible for the operation of the Claremont and Pomona Group services. The Group services are advance reservation demand response services for groups of six or more. The services are available 9:00 a.m. - 7:00 p.m. seven days a week. The services are estimated at a total of 2,500 to 3,000 Vehicle Revenue Hours annually. These services can be integrated into the fleet operations of Get About. Billing for these services as well as operating data must be tracked separately. In the case where a vehicle leaves Get About service to provide Group service, the travel to the pick up location as well as travel from Group service back to Get About service may be included in the billable Vehicle Revenue Hours, but shall not be added the Vehicle Revenue Hours for NTD purposes.

3.5 Service Standards

CONTRACTOR shall strive at all times to provide service in a manner that will increase system productivity while achieving customer service expectations. Recognizing that the goals of productivity and customer service levels may conflict, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer, and consistent with PVTA expectations.

At the option of PVTA, PVTA may assess payment deductions for substandard performance. Failure to enforce any deduction for any such substandard performance shall not serve to invalidate said criteria nor preclude future enforcement of that penalty. In the first 90 days of this agreement the minimum productivity level shall be 3.5 passengers per revenue hour.

CONTRACTOR and PVTA shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be

adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by the PVRTA Administrator. Should it be found that CONTRACTOR's performance has contributed to CONTRACTOR's failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by PVRTA to correct deficiencies in performance. Should deficiencies persist, PVRTA may take whatever additional action is necessary by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

Below is a summary of the PVRTA's standards and any potential payment deductions associated with failure to meet the standards.

PVRTA SERVICE STANDARDS

Performance Criteria	Standard	Deduction	Service
1. On-Time Performance	>90% - Dedicated Vehicle Service	\$2500 per month for each month <85%	Get About
	>95%		Claremont & Pomona Group
2. Productivity	>3.9 Passenger Trip per Vehicle Revenue Hour	Billable VRH Limited based on on-time performance	Get About
3. Average Wait-Time (time between an immediate Service request and a pick-up)	<30 minutes		Get About
4. Average Ride Time	<35		All Services
5. Rides Over 60 minutes	<2%		All Services
6. No-Shows	<5%		All Services
7. Average Hold Time (Reservation)	<75 sec.	\$50 for every day of >180 sec hold time	All Services
8. Minimum # qualified drivers	>19		Get About
Minimum # GPPV drivers	> 10	\$500 per month for each month <10	All Services
9. Valid Complaints	<2 per month	\$500 >5 per month	Get About
10. Minimum Service Hours (Dedicated Service)	>1800 VRH Per month	\$10.00 per VRH <1800 in any month	Get About
11. Maximum Cab Referrals	<1800 pass. trips per month (unless pre-approved by PVRTA)	\$10.00 per pass. trip >1800 in any month	Get About
12. CHP Terminal Inspection	Satisfactory rating	\$5,000 for Unsatisfactory rating	All Services

13. Vehicle Availability	No vehicles out-of-service>20 calendar days	\$50 per day >20 calendar days	All Services
14. Vehicle Condition	All vehicles to PVTA Standards (See 4.15)	\$50 per day a vehicle is found deficient	All Services
15. Wheelchair Availability	No wheelchair lift failure in service	\$200.00 per failure	All Services
16. Preventive Maintenance	PMI within 3,000 miles	\$200.00 per PMI later than every 3,500 miles	All Services
17. Uniforms	All operators must wear proper uniform	\$50.00 per occurrence of operator not in proper uniform	All Services

3.6 Incentive Program

PVTA has established a performance incentive program for drivers, dispatchers, mechanics and managers. If the incentives standards are met the incentive amounts will be paid to the CONTRACTOR for distribution directly to CONTRACTOR employees on an equitable basis. All incentives received by the CONTRACTOR shall go to the identified staff. PVTA will pay Contractor for applicable payroll taxes and benefits. CONTRACTOR shall provide PVTA monthly with a distribution list showing incentive receipts and amounts paid.

Since these incentives are in addition to contractually-required payments to the CONTRACTOR, PVTA reserves the right to adjust incentive standards, conditions and amounts periodically at its sole discretion. PVTA will consult with CONTRACTOR regarding development of and adjustments to the incentive program.

The incentive package currently being contemplated is as follows:

1. An individual driver incentive based on attendance, productivity and job performance of \$100 per month.
2. A dispatcher incentive to each full time Get About dispatch and reservation staff member for any month achieving the following performance levels:

On-Time Performance	Productivity	Bonus
90% or above	4.0 or higher	\$150
88% or above and less than 90%	4.0 or higher	\$125
88% or above and less than 90%	3.9 or higher and less than 4.0	\$100

3. A mechanic's incentive of up to \$1,500 a year based on fleet inspections by PVRTA's third party auditor and the CHP terminal inspections. The amount of the incentive payment shall be determined by the PVRTA.
4. A managerial incentive of up to \$750 per quarter. The managerial incentive will be based on an evaluation of management performance by the PVRTA Administrator. The amount of the incentive shall be determined by PVRTA.

3.7 Operations - Program Management and Personnel

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees. CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform PVRTA transportation operations. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluation, retention and termination.

The CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees and for meeting any reasonable performance standard described in this RFP or established by the PVRTA. The CONTRACTOR shall be solely responsible for payment of all employees' and/or subcontractor's wages and benefits, in accordance with the payment schedules established for this project. CONTRACTOR's personnel wages and work hours shall be in accord with the local, county, and State regulations affecting such personnel.

Without any expense to the PVRTA, the CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance, and social security. The CONTRACTOR shall hold harmless the PVRTA from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

CONTRACTOR shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria will include Department of Motor Vehicles license check and physical examination sufficient to meet all applicable requirements for PVRTA transit vehicle and service operations.

CONTRACTOR shall develop, implement, and maintain an employee substance abuse/alcohol abuse-testing program, subject to PVRTA approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and control of PVRTA vehicles and equipment. Such program will meet all applicable federal requirements including the employee substance/abuse/alcohol abuse-testing requirements of the Federal Transit Administration and the requirements of the Omnibus Transportation Employee Test Act of 1991 and related supplements and amendments.

CONTRACTOR shall at all times comply with applicable state and federal employment laws, including section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Nothing in this section shall be construed by either CONTRACTOR or PVTA to be in conflict with the language and intent of Article 4, Independent CONTRACTOR, of the AGREEMENT.

3.7.1 Training Program

CONTRACTOR shall develop, implement, and maintain a formal training and retraining program that shall be subject to review and approval by PVTA. An outline of the training program, including periodic updates, shall be on file in the office of the PVTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, PVTA operating policies and procedures, employee work rules, vehicle safety inspection, equipment care and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all types of vehicles, wheelchair lifts and lock system, and other equipment that they may be expected to use in the PVTA services.

CONTRACTOR shall prepare and furnish to PVTA for approval prior to initiation of service an Employee Handbook. The Employee Handbook will be provided to all drivers, dispatchers, telephone operators and supervisors and shall include, at a minimum, the following subject areas: driver's rules; accident/incident policies; radio policies and procedures; farebox policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures; reporting procedures; and pertinent sample forms.

Dispatchers, telephone operators, supervisors, and any other personnel who may from time to time be assigned to provide telephone information on telephone reservation lines shall be trained in customer relation skills, telephone manners, accident/incident procedures, fares, Get About reservation procedures, and operating policies. Operations control personnel assigned to trip scheduling and vehicle dispatching duties shall have a knowledge of applicable procedures and professional techniques.

3.7.2 Personnel Management

CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or a crime involving moral turpitude before or during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

CONTRACTOR shall remove from PVTA services any personnel provided by the CONTRACTOR for the performance of the work described herein up on request of the PVTA. Said request shall indicate the cause for such request. The PVTA shall be notified of new hires or reassignments of project management personnel.

CONTRACTOR shall be responsible to recruit a sufficient number of bilingual (Spanish and English) employees to ensure that the bilingual communications requirement is met. All drivers shall be fluent in English. At least one bilingual employee shall be available to receive trip reservation and customer service requests during all hours of service operation. A minimum of six drivers shall be bilingual. At least two of the dispatch and reservation staff shall be fluent in English and Spanish.

CONTRACTOR shall maintain up-to-date personnel roster that shall be provided to PVTA monthly.

3.7.3 Project Manager

Subject to the approval of PVTA the CONTRACTOR shall designate and provide the services of a Project Manager. Project Manager shall be assigned to the project on a forty-hour per week basis unless an allocation of the Project Managers time is specifically approved by PVTA as part of the proposal and contract negotiations. Any change in the allocation of the Project Manager's time shall be subject to negotiation and the written approval of PVTA. The Project Manager will provide both on-line supervision and the management of the project's accounts and operating records and will report directly to and coordinate closely with the Administrator. The Project Manager shall be available by telephone or in person during all hours of the operational day to make decisions or provide coordination as necessary at the request of PVTA. The Project Manager shall show by decision and action to be competent in all aspects of the PVTA's services.

The CONTRACTOR shall provide for a change in the Project Managers upon six weeks' notice by PVTA. CONTRACTOR shall not replace the Project Manager without written consent of the PVTA, unless the Project Manager will no longer be employed by CONTRACTOR. The Project Manager will be required to serve a minimum two year term at the PVTA project before any reassignment will be considered. If Project Manager is to be replaced, CONTRACTOR shall submit the resume and qualifications of a replacement acceptable to PVTA no later than fifteen (15) working days prior to the departure of the incumbent Project Manager.

Should the position of Project Manager remain unfilled for a period of thirty (30) days or more, PVTA may deduct the Project Manager's compensation from CONTRACTOR's payments.

3.7.4 Operations/Dispatch Manager

The CONTRACTOR shall designate an Operations/Dispatch Manager to assist the Project Manager in carrying out all activities relative to PVTA operations. The Operations Manager

shall be expected to directly supervise the operation of the reservation and dispatch system utilized by the CONTRACTOR in providing services to the PVRTA. Appointment of the Operations Manager shall be subject to the approval of PVRTA. A portion of the Operations/Dispatch Manager's duties may include vehicle scheduling and dispatching.

3.7.5 Reservation and Dispatch Personnel

CONTRACTOR shall provide trained personnel to answer telephone requests for service one-half hour prior to the startup of service each day until the return of the last revenue vehicle to the CONTRACTOR's facility. Reservation and dispatch personnel shall be adequately trained to handle all incoming telephone calls and to dispatch the necessary vehicles. Personnel shall be trained to be sensitive to the special needs of elderly and disabled individuals and shall respond to requests for service with both sensitivity and efficiency.

3.7.6 Drivers

All drivers shall be certified as having completed CONTRACTOR's formal training course for new vehicle operators as approved by PVRTA, and be licensed with a valid California Class B operator's license with appropriate certifications and medical card. Drivers shall meet all applicable requirements as established by the California Highway Patrol (CHP). CONTRACTOR shall comply with requirements of the California DMV's Pull Notice Program and with the Federal Transit Administration's Drug and Alcohol testing regulations. Drivers for general public services shall have GPPV certification for general public paratransit vehicles. CONTRACTOR must maintain a minimum of ten (10) GPPV-certified drivers at all times.

Drivers shall be trained in the special skills required to provide transportation to elderly and disabled individuals. Drivers shall assist passengers confined to wheelchairs in boarding and shall assist with tiedowns. Get About is a door-to-door service. All drivers shall be fully familiar with its policies. Drivers shall assist passengers who have difficulty negotiating the steps of the vehicle. Get About drivers will assist all passengers in boarding. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in PVRTA services.

Regularly assigned drivers and trained back-up drivers shall be available and on time daily to ensure consistent and reliable service. Drivers shall be in uniform provided by the CONTRACTOR acceptable to PVRTA. Uniform shall include both shirt/blouse and slacks. Drivers shall wear name tags clearly displaying their names while performing their duties. Uniforms shall clearly display the logo of PVRTA. Uniforms shall be subject to the review and approval of PVRTA. Each driver shall have an accurate time piece available and in clear sight at all times during vehicle operation.

3.7.7 Staffing Levels - Wages Rates

1. Wages

The CONTRACTOR shall pay staff wages at or above the following hourly rates:

<u>Position</u>	<u>Contract Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Training Wage	\$8.00	\$8.00	\$8.00
Driver Starting Rate	\$11.50	\$11.75	\$12.25
Driver Starting Rate w/GPPV	\$12.25	\$13.00	\$13.50
Dispatcher Starting Rate	\$13.00	\$13.50	\$14.00

2. Full Time Drivers

The CONTRACTOR shall maintain at least nine (9) full time drivers at all times.

3. Reservation and Dispatch Staff

CONTRACTOR shall provide an adequate number of properly trained reservation and dispatch personnel to receive calls, schedule trips, dispatch rides to vehicles. Dispatch staff will also be responsible to assign appropriate trips for performance by the supplemental cab provider and to promptly and accurately transmit said requests to the cab operator. CONTRACTOR shall provide sufficient staff to maintain an average hold time throughout the service day of no more than 75 seconds on the Get About reservation line.

3.8 Ride Reservation, Vehicle Scheduling and Dispatch System

CONTRACTOR shall utilize a systematic method to schedule and transport passengers using dial-a-ride buses that have been proven to be effective in a similar system elsewhere. The method should be capable of accommodating both advance reservations and requests for immediate service and of integrating all demand for service into efficient vehicle tours that maximize productivity. The current Get About service consists of about 60% subscription riders on manifests. Most of the rest of the riders make ride reservations at least one day in advance. A few same day trips are accommodated. The CONTRACTOR's scheduling system shall provide sufficient flexibility to allow for real-time trip scheduling. CONTRACTOR's trip reservation methodology shall not require more than one day advance reservation and shall be able to accommodate same day requests. Dispatch shall be responsible for maintaining radio and/or electronic control of all van service vehicles and for maintaining the daily dispatch log.

CONTRACTOR shall be responsible to review standing vehicle manifests at least monthly and shall provide PVRTA a revised listing of standing vehicle tours, their schedule and productivity. CONTRACTOR shall be responsible to monitor rider conduct, including number of no-shows by rider and make recommendation to PVRTA regarding possible corrective actions.

3.8.1 Telephone Reservation and Information System

Except for the PVRTA provided phone system described in Section 2.5.4, the CONTRACTOR shall provide telephone equipment and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with Get About patron demand, and in strict accordance with the operating days and hours set forth herein. CONTRACTOR shall make special efforts to respond to telephone service and information requests from patrons who have hearing disabilities or whose primary language is other than English. CONTRACTOR will provide TDD equipment for communications with patrons who have hearing disabilities and will provide the capability to receive and accommodate telephone calls from callers with limited English proficiency (predominately Spanish speaking) during all hours when Get About reservations may be made. An answering machine shall be available for recording trip cancellations for the Get About service when the administrative and dispatch offices are closed.

Get About receives approximately 400 calls daily. CONTRACTOR shall provide a local reservation number with sufficient phone lines to Get About's reservation function. The CONTRACTOR shall supply at least four dedicated incoming reservation lines in rotary for Get About. CONTRACTOR shall bear all applicable tolls and charges associated with maintaining and operating the reservation phone lines and equipment. Upon termination of the contract PVRTA reserves all rights to the use of these Get About reservation phone lines and numbers.

A separate local telephone line shall be available for communication between CONTRACTOR and the supplemental cab providers dispatch office. The CONTRACTOR shall provide adequate office phone lines to facilitate communication between CONTRACTOR Project Manager and the PVRTA.

Get About's current reservation phone number is (909) 596-5964. This is a local La Verne number which is forwarded to the current Pomona transportation yard. The incoming CONTRACTOR is required to supply a local telephone number for the reservation lines. Maintaining the current reservation number is not required. CONTRACTOR will be asked to identify any additional costs associated with maintaining the current (909) 596-5964 reservation number.

3.8.2 Trip Allocation to the Supplemental Cab Service

The CONTRACTOR's dispatch system will be responsible to receive all Get About and ride requests, evaluate these requests and assign trips which can be effectively integrated into the vehicle tours to the CONTRACTOR's van service and transmit appropriate ride requests to the supplemental cab service. CONTRACTOR shall transmit ride requests to the supplemental cab provider via e-mail or other method acceptable to PVRTA. CONTRACTOR is responsible to transmit ride requests to the cab provider at least 45 minutes prior to the scheduled pick-ups within 45 minutes of the rider's call.

CONTRACTOR shall be responsible to manage the number of Get About trips allocated to the supplemental cab service. The goal of the trip allocation is to optimize cost effectiveness, while maintaining a maximum access to the service of riders in mobility devices and residing in outlying areas. PVRTA has established a limit of 1,800 passenger trips per month to be allocated to the cab provider, excluding trips referred to the One Step Over the Line and Ready Now programs.

3.8.3 Ride Reservation System

The CONTRACTOR shall provide and maintain a client registration and ride reservation record system which shall include at a minimum client name, city and district (Pomona) of residence, address, mobility device and basic disability information and client ride histories including ride origin and destination addresses.

Get About has an agreement with the Pomona/San Gabriel Regional Center to make available approximately 80 rides per day Monday through Friday. CONTRACTOR shall be responsible to maintain an up-to-date pick-up roster of Regional Center riders, address, destinations, and care giver phone numbers as part of the CONTRACTOR-supplied client registration system.

3.8.4 Reservation and Dispatch Records

The CONTRACTOR shall maintain a reservation and dispatch records system capable of providing the following information to PVRTA. Data shall include:

Daily and Monthly Records

- Total calls received
- Total passenger trips requested
- Number of passenger trips denied
- Reasons for trip denials
- Number of passenger trips scheduled
- Number of subscription trips scheduled
- Number of advance reservation trips scheduled
- Number of same day trip scheduled

Unusual occurrences
Ride requests by time of day (15 minutes blocks)
Passenger trips sent to the cab daily by time of day
No-shows by rider name
Wait times for immediate response requests
Pre-scheduled driver manifests by day

Reservation Records

Customer name
Vehicle assigned
Trip Origin and destination
Scheduled pick-up time
Trips completed
Actual Pick up time - may use driver records
Actual arrival time (destination) - may use driver records

3.8.5 Enhanced Dispatch and Reporting System

CONTRACTOR may propose a dispatch and reporting system that transmits trip request information and verifies pick up and vehicle arrival times electronically. This enhanced system may be proposed as part of the base proposal or included as an option at an additional cost.

3.9 Fare Policy and Handling

Fares and transfer fares shall be determined by the PVRTA. Transfer policies and procedures shall be recommended by the CONTRACTOR and approved by PVRTA. Fare changes shall be made at the option of PVRTA. Drivers will be required to honor special passes, collect, cancel and/or validate passes and tickets, issue and collect transfers as determined by PVRTA. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service. The CONTRACTOR's drivers will, when requested by the PVRTA, hand out notices to passengers or otherwise render assistance to PVRTA customer relations, promotion, monitoring and supervisorial functions.

All fares collected in the performance of PVRTA services other than Get About cash fares shall be the property of the Pomona Valley Transportation Authority. All fares and transfer slips shall be collected by the operator and recorded daily, reported to the Pomona Valley Transportation Authority monthly. The amount of the collected fares and transfer slips must correspond to the reported number of passengers carried.

The Project Manager shall retain all tickets, coupons and transfer slips as back-up documentation for the reported amount of fares collected. Said documentation shall be

turned over to PVTA monthly. The total amount of the cash fares collected for all services except Get About is to be retained by the CONTRACTOR and deducted from CONTRACTOR's monthly service charge. PVTA reserves the right to conduct fare reconciliation audits.

3.10 Fares - Get About

3.10.1 PVTA shall pay CONTRACTOR \$1.00 for each Get About ticket or coupon collected on behalf of the PVTA in Get About service.

3.10.2 All operating revenues collected by the CONTRACTOR in Get About service are the property of the CONTRACTOR. Operating revenues include: all cash fares and reimbursements for Get About tickets and coupons paid by PVTA under the terms of Section 3.10.1

3.10.3 For the purposes of the CONTRACTOR's cost proposal, CONTRACTOR shall bid estimated operating revenue. Said bid shall be deducted from CONTRACTOR's Get About hourly rate. (See PROPOSAL FORM, Exhibit C)

Since 2006 Get About van service has averaged 3.9 passengers per hour resulting in operating revenues of \$3.90 per hour.

All fares and transfer slips shall be collected daily by the operator and recorded daily, by the operator, and reported to PVTA monthly. The amount of the collected fares and transfer slips must correspond to the reported number of passengers carried.

3.11 Safety Program

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operations personnel, and PVTA and City of Claremont vehicles and equipment are maintained at the highest possible level throughout the term of this AGREEMENT. CONTRACTOR shall comply with all applicable FTA, CHP and OSHA requirements.

CONTRACTOR shall develop, implement, and maintain full compliance with California Law (SB 198) requiring a formal illness and injury prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR's insurance carrier or other organization.

CONTRACTOR shall provide a copy of said Illness and Injury Prevention Plan, including evidence of compliance with SB-198, and subsequent program updates to PVTA.

CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Employer Pull Notice Program" for appropriate monitoring of employer driver license activity.

CONTRACTOR will require all drivers, control room personnel, vehicle maintenance mechanics, and supervisors to participate in the safety program.

3.12 Road Supervision

CONTRACTOR shall provide road supervision as necessary to monitor drivers and vehicles and assist drivers in revenue service.

3.13 Accident, Incident, and Complaint Procedures

Prior to initiating services under this agreement, CONTRACTOR shall develop, implement and maintain formal procedures, subject to PVTA review and approval, for response to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to: vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures on vehicles in service, and vehicles operating more than thirty (30) minutes behind promised schedule. All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the Los Angeles County Sheriff or Highway Patrol or other local law enforcement as appropriate. CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident.

The PVTA Administrator shall be notified in person or by telephone within thirty (30) minutes of the occurrence of any accident or incident involving a PVTA or City of Claremont vehicle or service that requires emergency services and/or the transport for medical treatment of a passenger, a member of the public or an employee of the CONTRACTOR. A written follow-up report shall be provided to PVTA within one (1) business day of such accident or incident. In the event of an accident or incident that results in property damage or loss only, CONTRACTOR shall notify PVTA in writing within 1 business day of the event and provide a written report within three (3) business days.

3.14 Emergency; Natural Disasters

In the event of an emergency or natural disaster, CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist PVTA in ameliorating such incidents. To the extent the PVTA requires CONTRACTOR to provide such emergency services and facilities CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities to operate services hereinabove contained. Further, CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed

upon by CONTRACTOR and the PVRTA following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

3.15 Operations and Maintenance Facility

CONTRACTOR shall be responsible for securing, establishing and maintaining a facility for the operation, maintenance and administration of PVRTA transportation services. With the approval of PVRTA, such facility may be shared with operation of similar services for another client agency. CONTRACTOR's telephone reservation and dispatch operations for PVRTA may be located at a separate location subject to PVRTA's approval.

At a minimum, the operations and maintenance facility shall have the following:

- A location that is located within the PVRTA service area or which has been agreed to in writing by PVRTA.
- An enclosed workspace sufficient to allow maintenance personnel to service at least two (2) Type III transit vehicles simultaneously and be protected from the weather.
- A paved shop floor capable of withstanding the weight of a Type III transit vehicle.
- Adequate area to clean the vehicles in accordance with the AGREEMENT and applicable Federal Clean Water requirements.
- Adequate secured storage area for tools, equipment and parts.
- A security-fenced, paved and lighted area for overnight vehicle parking with adequate space for all vehicles.
- Adequate appropriately equipped, space for administrative personnel, staff, driver lounge or ready room, and training/safety meetings.
- A furnished operations office to house reservation, scheduling and dispatch personnel room, including computer equipment, maps, scheduling/dispatch equipment, time clock, adequate desks, tables, chairs, and other equipment as may be appropriate.
- An adequate drivers' room

4.0 CONTRACTOR's Maintenance Responsibilities

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of PVRTA and City of Claremont vehicles and equipment. The omission of a duty or responsibility herein below shall not relieve the CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a public transportation system of a kind and character such as PVRTA transportation services.

CONTRACTOR's duty and responsibility to maintain all vehicles and equipment shall not be delegated to any other person, firm or corporation without explicit written PVTA approval.

4.1 Maintenance - General

CONTRACTOR shall be responsible for the maintenance of all vehicles, communication systems, and all other equipment, furnishings, and accessories required in connection with its operation of PVTA transportation services in a clean, safe, sound, and operable condition at all times, and fully in accordance with any manufactured-recommended maintenance procedures and specifications, as well as with the applicable requirements of any federal or state statute or regulation. In this regard, CONTRACTOR shall provide all labor, repairs, parts, supplies, maintenance tools and equipment, lubricants, solvents, service facilities and such other components, and service which may be required to fulfill its maintenance responsibilities, at CONTRACTOR's sole cost and expense.

4.2 Maintenance and Operations Facility

CONTRACTOR shall establish and maintain an operations and maintenance facility as detailed in Section 3.15 herein. In addition to those requirements, said facility shall, at a minimum, meet the following requirements to support the maintenance of PVTA and City of Claremont vehicles:

- All tools and equipment necessary to perform periodic repairs and the preventive maintenance activities for gasoline powered vehicles.
- All tools and equipment necessary to perform periodic service and adjustments and make mechanical repairs.
- Facilities and equipment necessary to clean the vehicles and equipment in accordance with the specifications.

4.3 Maintenance Management and Personnel

4.3.1 Maintenance Management

CONTRACTOR shall designate and provide the services of a qualified Maintenance Manager, subject to the approval of PVTA. This individual may be the lead mechanic and shall be assigned to PVTA maintenance operations on an acceptable fleet to mechanic ratio.

The Maintenance Manager shall provide proactive resource management including but not limited to: preventive maintenance scheduling and supervision, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of CONTRACTOR's maintenance duties and responsibilities.

The Maintenance Manager shall have a minimum of three years experience managing and supervising the maintenance functions of a shop similar in size and complexity to the services herein described. The Maintenance Manager shall have a minimum of five years journeyman level experience with gasoline engines, air conditioning systems, wheelchair lifts, and farebox systems. This experience shall include work on vehicles similar to those used in the PVRTA services.

Should the services of the Maintenance Manager become unavailable to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to PVRTA for approval as soon as possible, but in no event later than five (5) working days prior to the departure of then incumbent Maintenance Manager, unless CONTRACTOR is not provided with such notice by the departing employee. PVRTA shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Maintenance Manager.

4.3.2 Maintenance Personnel

In addition to the Maintenance Manager CONTRACTOR shall hire and employ other maintenance and service personnel as necessary to properly maintain and service the PVRTA and City of Claremont vehicles.

Maintenance personnel assigned to work on PVRTA and City of Claremont vehicles and equipment shall have the necessary skills to:

- Conduct preventive maintenance inspections and complete associated paperwork;
- Inspect vehicle engines, transmissions, and other mechanical, electric, and electric parts and components;
- Diagnose vehicle engine, transmission, electrical and electric component system problems; and
- Repair vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components

4.4 Preventive Maintenance

CONTRACTOR shall document and submit a proactive preventive maintenance program for review and approval by PVRTA prior to the effective date of this AGREEMENT. As a minimum, CONTRACTOR's preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall be sufficient so as not to invalidate or lessen warranty coverage of any PVRTA or City of Claremont vehicle or associated equipment. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause to defer maintenance in specific instances where CONTRACTOR's employees observe that maintenance attention is needed. Preventive maintenance inspections and servicing shall occur not less than every 3,000 miles or forty-five days whichever is less for vehicles in revenue

service. Preventive maintenance shall comply with California Highway Patrol for General Public Paratransit Vehicles. CONTRACTOR shall be responsible to secure CHP General Public Paratransit Vehicle Certification for all vehicles used in general public service. CONTRACTOR shall pay all fees required to secure such certification.

CONTRACTOR shall not defer maintenance for reasons of shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of PVRTA. Preventive maintenance and running repairs shall receive first priority in the use of CONTRACTOR's maintenance resources. CONTRACTOR shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by PVRTA.

4.5 General Maintenance Policies

- All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.
- Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system.
- All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body, glass, and all appurtenances) shall be repaired in a professional manner within three weeks (21 calendar days) of occurrences.
- All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional, as designed, condition at all times.
- The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
- Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times on all in-service hours. CONTRACTOR shall maintain the A/C systems in an operable condition throughout the entire year.
- All parts, materials, tires, lubricants, fluids, oils and procedures used by CONTRACTOR on all PVRTA and City of Claremont vehicles and equipment shall meet or exceed OEM Specifications and requirements.

4.6 Daily Vehicle Servicing

CONTRACTOR shall perform daily vehicle servicing to all PVRTA and Claremont vehicles and equipment used in revenue service. For purposes of this AGREEMENT, daily servicing shall include, but not be limited to:

- Fueling
- Engine oil, coolant, water and transmission fluid check/add
- Wheelchair lift check
- Brake check
- Light and Flasher check
- Interior sweeping and dusting
- Exterior and interior visual inspection
- Check all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention.

CONTRACTOR shall develop, implement, and maintain a written checklist of items including in the daily servicing of each vehicle. The checklist shall be utilized and kept on file for PVRTA and California Highway Patrol review. This checklist requirement may incorporate or supplement CHP-required driver's pre-trip safety inspections.

4.7 Daily Driver's Inspection

13 CCR 1234 lists the records required by regulation to be kept by motor vehicle carriers. Section 1234, 13 CCR reads, in part: (e) Daily Vehicle Inspection Reports: Motor Carriers shall require drivers to submit a documented daily vehicle inspection report pursuant to section 1215(b). Reports shall be carefully examined, defects shall be corrected before the vehicle is driven on the highway, and carriers shall retain such reports for at least one month.

13 CCR 1215 (a) reads: "Prior to operation, the driver shall inspect each vehicle daily to ascertain that it is in safe condition, it is equipped as required by all provisions of law, and all equipment is in good working order". The requirement to perform a daily pre-trip inspection applies to all drivers of all vehicles listed in 34500 CVC, without exception. There is no legal provision for this task to be delegated to someone other than the driver, such as to a mechanic who may arrive at work early to start all of the vehicles and "check them out".

The Drivers Daily Vehicle Inspection Report is not required to be submitted or otherwise documented until the end of the driver's work period. This is so that any defects that become apparent during the course of the work period can be included in the report. This report is required whether or not any defects are found.

4.8 Vehicle Cleaning

CONTRACTOR shall maintain PVRTA and City of Claremont vehicles in a clean and neat condition at all times.

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles

shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease and dirt shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery and graffiti shall be repaired/removed immediately upon discovery. Ceilings and walls shall be thoroughly cleaned at least once per month, or more often as necessary.

Exteriors of all PVTA and City of Claremont vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include vehicle body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.

Vehicle shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

CONTRACTOR shall not utilize cleaning methods (e.g. power washers) that can damage or cause unreasonable wear to vehicle graphics and/or paint. CONTRACTOR shall be responsible to repair all damages to vehicle graphics and paint.

4.9 Fuel

CONTRACTOR shall purchase fuel required for the operation of all PVTA and City of Claremont vehicles utilizing a system that accurately records purchase of all fuel by CONTRACTOR for billing purposes and that will allow PVTA to reconcile all fuel transactions by date and vehicle number.

CONTRACTOR shall maintain accurate records of all fuel utilized for fueling PVTA and City of Claremont vehicles. On a monthly basis, CONTRACTOR shall invoice PVTA for fuel costs in accordance with the provisions of Section 2.2.4 of this RFP and provide a monthly report to PVTA detailing gallons dispensed and miles per gallon for each vehicle in PVTA service.

4.10 Road Calls and Towing

CONTRACTOR shall have a system in place to respond rapidly to any in service road calls including arrangements for the prompt and safe towing of any PVTA vehicles when required. In the event that towing of any PVTA vehicle is required due to mechanical failure or damage, CONTRACTOR shall be responsible to provide such towing at CONTRACTOR's sole expense. CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down-time and ensure that peak vehicle requirements are met.

4.11 California Highway Patrol Inspection

The CONTRACTOR must make all vehicles available for inspection by the California Highway Patrol (CHP) as necessary. The CONTRACTOR must also follow CHP maintenance record guidelines and make all records available for inspection. The CONTRACTOR must notify PVTA within 24 hours of an inspection failure and provide copies of the CHP inspection reports.

4.12 Receipt and Return of Vehicles

CONTRACTOR shall acknowledge receipt of the vehicles and equipment listed in Exhibit E as well as any vehicles subsequently added to the fleet and that said items have been received in good condition and working order.

Upon termination of AGREEMENT, CONTRACTOR shall return all PVTA and City of Claremont owned equipment, with no deferred maintenance or damage, less reasonable wear and tear. CONTRACTOR shall, at its sole expense, repair or replace any PVTA and City of Claremont owned equipment that may be damaged or lost by reason of collision, negligence, abuse, vandalism, or other like cause. However, in no event shall CONTRACTOR's liability exceed actual cash value of vehicle(s) and equipment so damaged.

In the event the initial contract term or any extension thereafter is terminated, CONTRACTOR shall abide by these conditions:

- All PVTA and City of Claremont vehicles and related records shall be surrendered and delivered to the PVTA immediately; and
- The PVTA and City of Claremont vehicles must be in appropriate mechanical condition. CONTRACTOR is responsible for returning vehicles in an acceptable appearance and mechanical condition except for normal wear and tear.

If CONTRACTOR fails to abide by the conditions, any payments due will be held and, if necessary, amounts may be deducted to cover the cost of providing vehicles or making necessary repairs.

At the end of the contract period, CONTRACTOR shall warrant the vehicles to have been properly serviced, maintained and in good repair, normal wear and tear excepted. PVTA may have an inspection of the vehicles performed by an independent inspector. CONTRACTOR shall be notified of any deficiencies noted and repairs required based on the inspection. CONTRACTOR shall be given a reasonable period to make said repairs. CONTRACTOR shall bear the cost of any identified repairs that have not been completed prior to the end of the contract period.

4.13 Emissions Control Programs

CONTRACTOR shall perform and certify such tests of equipment required to meet City, other local, State, and Federal requirements related to exhaust smoke and engine emissions.

CONTRACTOR shall be responsible to maintain any applicable California Air Resources Board (CARB) Voluntary Compliance Program objectives subject to PVTA operations.

CONTRACTOR shall be responsible for administration of a Smog Check program for PVTA and City of Claremont vehicles. CONTRACTOR shall be responsible for emissions testing, and shall further be responsible to conduct repairs as required to meet emissions standards.

4.14 Maintenance Evaluations

CONTRACTOR shall allow PVTA to access to CONTRACTOR's facilities and records to monitor CONTRACTOR's maintenance performance, as PVTA deems necessary. PVTA may perform regular, unannounced maintenance inspections of vehicles and equipment maintained by CONTRACTOR that are used in this project using both PVTA personnel and independent consultants to assist in determining CONTRACTOR's maintenance performance. PVTA shall be permitted to view and copy any vehicle maintenance records, inspect vehicles and equipment, and request CONTRACTOR personnel to drive vehicles as is necessary to evaluate the condition of vehicles and equipment used in the performance of this AGREEMENT.

PVTA maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this AGREEMENT and any equipment used in the performance of maintenance work in order to ensure compliance with this AGREEMENT. Such inspection shall not relieve the CONTRACTOR of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery.

CONTRACTOR shall transport any or all vehicles and equipment to any required inspection facilities when requested. In the event that the CONTRACTOR is instructed by PVTA or any other regulatory agency to remove any equipment from service due to mechanical reasons, CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is again placed in service.

4.15 Out-of-Service Designation

A vehicle shall be designated as unfit for revenue service if, upon inspection, any of the following conditions are found:

- Brakes out of adjustment
- Loose steering components
- Wheelchair lift and related equipment not functioning properly

- Air conditioner unable to maintain a temperature 20 degree F lower than ambient outside temperature
- Heating or defrosting inoperable
- "Missed" Preventive Maintenance Inspection
- Tires will tread depth of less than 2/32"
- Failure to clean each vehicle as outlined above
- Failure to repair vehicle body damage within twenty-one days of the date damage occurred
- Inoperable Emergency Exits/Doors/Windows
- Inoperable two-way radio/communication device
- Failure to achieve a satisfactory rating in any category of the annual California Highway Patrol Safety Compliance report (CHP 343)
- Removal from road-worthy status by CHP of any vehicle used under this AGREEMENT
- Any condition not in compliance with ADA
- Any condition not in compliance with applicable Federal or State Regulations

Vehicles shall continue to have the Out of Service Designation and shall not be operated in passenger service until it is brought into compliance, subject to approval by PVTA.

CONTRACTOR shall not be paid for hours operated in PVTA revenue service by vehicles that are in an Out of Service condition. PVTA may, at its sole discretion, correct any unresolved Out of Service condition, and withhold the costs related to such correction(s) from payment to the CONTRACTOR.

4.16 Maintenance Records and Reports

CONTRACTOR shall prepare, maintain, make available to PVTA, and reduce to written form, records and data relative to PVTA and City of Claremont vehicles and equipment maintenance. Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of PVTA to enable it to accurately evaluate CONTRACTOR's maintenance performance and the operating expense associated with various vehicles and equipment.

Records of all maintenance and inspections shall be made available to PVTA, the CHP and/or such other regulatory agencies with jurisdiction upon request.

CONTRACTOR shall prepare maintenance records and reports in a form and according to a schedule approved by PVTA. Such records and reports shall include, but not be limited to, the following:

- Daily vehicle inspection and servicing checklist
- Work orders for all maintenance inspections, warranty repairs and other vehicle repairs including materials, parts and labor consumed.
- Road call reports, or work order, for each road call identifying date and time, vehicle number, problem and mileage of vehicle.
- Monthly vehicle summary to be included as part of the Monthly Management Report, listing, at a minimum, the operation status of each vehicle, vehicle mileage, vehicle mileage since last preventive maintenance inspection, vehicle fuel and lubricants consumption, vehicle road calls and maintenance or repair work done during that month.
- Semi-annual fleet summary listing each vehicle; vehicle mileage; vehicle year-to-date total miles; vehicle year-to-date fuel consumption and miles per gallon; vehicle year-to-date maintenance costs and cost per mile; total road calls and miles per road call; CONTRACTOR's summary of maintenance problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.

CONTRACTOR shall submit to PVTA copies of the California Highway Patrol (CHP) Annual Safety Compliance Report (CHP 343) and Vehicle Inspection Reports (CHP 343a). CONTRACTOR shall attain satisfactory rating in each category of the Safety Compliance Report (maintenance records, driver records, regulated equipment and terminal). CONTRACTOR shall expeditiously correct any deficiencies noted on any CHP vehicle inspection report.

4.17 Vehicle Maintenance Record Keeping

CONTRACTOR shall maintain an up-to-date vehicle file for each vehicle containing, at a minimum, the following information:

- Make
- Model
- Serial number/fleet number
- License number
- Date received
- Date placed in service
- Life miles
- Major vehicle repairs
- Preventive Maintenance Inspection Reports
- Daily "Vehicle Condition" Reports
- Work Orders

The "Preventive Maintenance Inspection" Reports shall be kept for two years. Daily "Vehicle Condition" Reports shall be kept for the period required by the CHP.

Copies of the "Preventive Maintenance Inspection" Reports shall be made available to PVTa upon request. Including, all work accomplished with the manufacturer's instructions and warranty conditions, and daily "Vehicle Condition" Reports.

At the conclusion of this contract, all vehicle files become the property of PVTa and shall be transferred to PVTa in their entirety. CONTRACTOR shall be responsible for the completeness of these records which may be reviewed by the Authority before releasing final payment to CONTRACTOR.

4.18 Environmental Compliance

For the purposes of this Section:

"Applicable Environmental Laws" means any and all laws concerning the protection of human health and the environment which include, but will not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; as they have been or will be amended from time to time, and the regulations implementing such statutes; and any similar state, county, municipal or other local laws and ordinances concerning the protection of human health and the environment and the regulations implementing such statutes.

"Hazardous Substance(s)" means any substance, material, chemical or waste that is or will be listed or defined as hazardous, toxic or dangerous under any Applicable Environmental Law, or any petroleum products, or any substance, material, chemical or waste which is or may become, directly or indirectly, by chemical reaction or otherwise, hazardous, toxic or dangerous to life, health, property or the environment by reason of toxicity, flammability, explosiveness, corrosivity or any other reasons.

In performing its maintenance obligations under this AGREEMENT, CONTRACTOR shall be responsible for the proper storage, handling, use, transportation and disposal of all Hazardous Substances in accordance with Applicable Environmental Laws, including without limitation, all lubricants, solvents, motor oil and other petroleum products. CONTRACTOR shall only dispose of such materials at facilities which are permitted or licensed in accordance with Applicable Environmental Laws. Furthermore, in the event that CONTRACTOR engages the services of a disposal company for the transportation and disposal of any Hazardous Substances, CONTRACTOR shall ensure that such company is properly licensed and that it transports and disposes of Hazardous Substances in accordance with the terms of this Contract. CONTRACTOR shall maintain procedures for its employees and any subcontractors who handle Hazardous

Substances and shall retain records regarding compliance with the responsibilities contained herein.

5.0 Indemnification and Insurance Requirements

The CONTRACTOR's implementation and insurance requirements are detailed below.

5.1 Indemnification

CONTRACTOR shall defend, indemnify and save harmless the PVTA and the cities of Claremont, La Verne, Pomona and San Dimas and all their officers, agents, employees, volunteers and assigns, from any and all claims, demands, damages, costs, expenses, judgments, and liability, including attorneys fees and other costs of defense incurred by PVTA and/or the cities of Claremont, La Verne, Pomona and San Dimas, whether for damage to or loss of property, or injury to or death of person, including properties of PVTA and the cities of Claremont, La Verne, Pomona and San Dimas and injury or death of any of PVTA, City of Claremont, City of La Verne, City of Pomona and City of San Dimas officers, employees, volunteers, agents and assigns, arising out of or alleging to arise out of, or resulting from or in any way connected with this AGREEMENT or attempted performance of the provisions hereof, unless such damage, loss, injury or death is caused solely by the negligence of PVTA, the cities of Claremont, La Verne, Pomona and/or San Dimas.

This indemnify and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnify and hold harmless provision may be within public policy and enforceable.

5.2 Insurance

With respect to performance of work under this RFP, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

5.2.1 WORKER'S COMPENSATION

WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance of the work of this Agreement.

5.2.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than ten million dollars (\$10,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, broad form property damage coverage, and explosion, collapse and underground hazard coverage. Such insurance shall (1) name PVTA, the cities of Claremont, La Verne, Pomona, and San Dimas, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the PVTA, the cities of Claremont, La Verne, Pomona and San Dimas; and (3) contain standard cross liability provisions.

5.2.3 AUTOMOBILE LIABILITY INSURANCE

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$10,000,000 (TEN MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) include Uninsured Motorist and Personal injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$5,000 per occurrence, (4) name PVTA, the cities of Claremont, La Verne, Pomona and San Dimas, all their elected and appointed officials, officers, employees, volunteers, agents and assigns as insured; (5) be primary for all purposes; and, (6) contain standard cross liability provisions.

5.2.4 COLLISION AND COMPREHENSIVE INSURANCE

AUTOMOBILE COLLISION AND COMPREHENSIVE INSURANCE COVERAGE for the actual cash value of PVTA and the City of Claremont vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars (\$5,000), and (2) shall name PVTA as loss payee. CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by PVTA under the terms of this Agreement, PVTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of loss. CONTRACTOR and PVTA agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

5.2.5 GARAGEKEEPERS LIABILITY

GARAGEKEEPERS LEGAL LIABILITY INSURANCE with a limit of not less than five hundred thousand dollars (\$500,000) per occurrence.

5.2.6 GENERAL PROVISIONS

ALL INSURANCE shall contain the following provisions:

1. Coverage shall be on an "occurrence" basis

2. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
3. The Liability policy must cover personal injury as well as bodily injury.
4. The Liability policy shall include a cross-liability or severability of interest endorsement.
5. Broad form property damage liability must be afforded.
6. CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
7. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
8. Policies shall name PVTA, the cities of Claremont, La Verne, Pomona and San Dimas, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as insured, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to PVTA and signed copies of the specified endorsements for each policy prior to commencement of work under this RFP. Such documentation shall clearly evidence all coverages required above, including specific evidence of separate endorsements naming the PVTA and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days written notice by certified mail, return receipt requested, has been given to PVTA.

The PVTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Such insurance shall be maintained from the time work first commences until completion of the work under this RFP. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this RFP.

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this RFP, the same shall be deemed a material breach of contract. PVTA at its sole option, may terminate this RFP and obtain damages from the CONTRACTOR resulting from said breach.

Alternatively, PVTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, PVTA may deduct from sums due to CONTRACTOR any premium costs advanced by PVTA for such insurance.

5.3 Fidelity Bond

CONTRACTOR shall secure for its employees a Fidelity Bond, Employee Dishonesty Insurance, or other security acceptable to the PVTA Administrator, protecting the PVTA from employee theft up to the amount of fifty thousand dollars (\$50,000) for any one occurrence. Such fidelity bond, insurance, or security shall name PVTA as loss payee with respect to amounts claimed thereunder arising out of CONTRACTOR's performance under this RFP. CONTRACTOR shall provide proof of such coverage to PVTA prior to commencement of work under this RFP.

6.0 Legal and Regulatory Requirements

In performance of the services described in this RFP the CONTRACTOR shall be responsible to comply with all applicable Federal, State and local requirements. Further, the CONTRACTOR shall comply with the provisions of Exhibit B to this RFP, Draft Agreement, for Pomona Valley Transportation Authority Management, Operations and Maintenance Services.

6.1 Compliance with Federal Transit Administration Requirements

Some of the vehicles provided to the CONTRACTOR for the performance of the services described in this RFP were purchased by the City of Claremont with financial assistance from the Federal Transit Administration (FTA). Financial assistance for a portion of the services described in this RFP was provided using FTA 5317 funds from the FTA. The AGREEMENT will be subject to the financial assistance contract between the City of Claremont and the U.S. Department of Transportation as well as the agreements between PVTA and the Los Angeles County Metropolitan Transportation Authority for the provision of FTA 5317 New Freedom services and will be subject to all applicable FTA regulations.

6.2 Operation of Vehicles Provided By California Department Of Transportation via FTA Section 5310

A portion of the service under the terms of this Agreement will be provided using vehicles purchased by PVTA using Federal Transit Administration (FTA) Section 5310 funding. PVTA is responsible to insure that vehicles usage and maintenance are in compliance with all State and Federal requirements. The operation of said vehicles will be subject to the terms of the agreement between PVTA and California Department of Transportation.

6.3 Americans with Disabilities Act

All service provided by the CONTRACTOR on behalf of the PVTA shall comply with the applicable requirements of the Americans with Disabilities Act.

6.4 Department of Motor Vehicles Pull Notice Program

The CONTRACTOR shall participate in California Department of Motor Vehicles Pull Notice Program.

6.5 Drug & Alcohol Testing

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the PVTa, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 before March 1 and to submit the Management Information System (MIS) reports before March 1 to the PVTa Administrator. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

7.0 Records and Reporting

7.1 General Provisions

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for PVTa under this RFP on file for at least three (3) years following the date of final payment to the CONTRACTOR by PVTa. Any duly authorized representative(s) of PVTa shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during CONTRACTOR's usual and customary business hours. CONTRACTOR shall provide proper facilities to PVTa representative(s) and PVTa shall be permitted to observe and inspect any or all of CONTRACTOR facilities and activities during CONTRACTOR's usual and customary business hours for the purposes of evaluation and judging the nature and extent of CONTRACTOR's compliance with the provisions of this RFP. In such instances, PVTa's representative(s) shall not interfere with or disrupt such activities.

All project records prepared by the CONTRACTOR shall be owned by the PVTa and shall be made available to the PVTa at no additional charge. Summary reports shall be provided monthly to the Administrator of the PVTa. Said monthly reports shall be received no later than the 15th calendar day of the following month. The format to be used for operating reports and monthly summaries shall be developed by the CONTRACTOR and approved by the Administrator of the PVTa.

The CONTRACTOR shall certify as accurate all information given to PVTa.

7.2 Operational Data

CONTRACTOR shall collect, record and report to PVTA all operational data required by the PVTA in a format approved by PVTA. Operational data to be reported for PVTA services shall include at a minimum the following information:

- Actual count of passengers by fare category, passenger category
- Actual count of passengers by city of residence and district (Pomona)
- Passenger counts for 40 most popular destinations, counts for popular destinations by city of residence (optional)
- Total vehicle miles as defined by NTD
- Vehicle revenue miles per NTD
- Total vehicle hours per NTD
- Vehicle revenue hours per NTD
- Fares collected
- Transfer
- No shows and cancellations by passengers
- Accidents by FTA category
- Fuel consumption per FTA requirements
- Fueling time and mileage per FTA requirements
- Road calls
- On-time and wait time and ride time data
Wait time and ride time data may be determined using a valid sampling technique
- Tabulations and descriptions of the types and nature of complaints and follow-up actions taken
(Data shall be broken down by day)

Monthly reports shall include all monthly maintenance section of this RFP's requirements including washing and cleaning reports.

The CONTRACTOR shall provide the PVTA with an up-to-date driver roster each month. The CONTRACTOR shall also include a report summarizing turnover in personnel and describing recruitment and training efforts.

7.3 National Transit Database

It shall be the responsibility of the CONTRACTOR to collect data required by the National Transit Database (NTD), and other pertinent ridership information. NTD requirements entail a high level of financial and operational data collection including on-board operational data sampling (approximately one per week) utilizing FTA recommended sampling techniques

PVTA and the City of Claremont are required by their funding sources to submit accurate National Transit Database data. These agencies are subject to severe financial penalties for

failure to report auditable data. The CONTRACTOR is responsible to become familiar with said reporting requirements and to supply accurate financial and operating data which complies with above described requirements. CONTRACTOR shall be liable for the cost of any funding penalties imposed on PVTa, PVTa or the City of Claremont due to CONTRACTOR's failure to comply with abovementioned reporting requirements.

All source documents shall be maintained for three years following final payment and may be audited by Los Angeles County Metropolitan Transportation Authority (LACMTA) and/or FTA at any time within this period.

7.4 Daily Records

1. Vehicle records shall be legibly-maintained by drivers and shall include but not be limited to the following information:
 - Driver name and vehicle number
 - Total daily passenger counts, by fare type, by city and by passenger category
 - Passenger name, pick-up and drop-off times and locations for demand-responsive service
 - Mileage recorded for each passenger pick-up and drop-off as well as daily mileage by vehicle, including mileage leaving and at return to base.
 - All vehicle trip sheets shall be submitted to PVTa monthly no later than 30 days after end of the month. Said trip sheets shall be neatly boxed, labeled and arranged chronologically by day. Appropriate summary documents shall be included with the vehicle trip sheets.
2. Dispatcher logs shall be maintained daily and shall include but not be limited to the following information:
 - The name, address, and telephone number of the user requesting service
 - The passenger's destination and the requested arrival time at the destination
 - Identification number of vehicle responding to the trip request
 - Estimated passenger pick-up time
 - A daily report summarized monthly of each driver and vehicle shift including total hours, revenue hour or billing hours, first pick-up and last drop off for each shift and indicating times of lunches, breaks, roadcalls & any other service interruptions.

7.5 Monthly Summaries

The CONTRACTOR shall prepare and submit to the PVTa Administrator a monthly summary report within fifteen (15) calendar days after the end of the operating month

in order to receive reimbursement for the prior month's service. Monthly summary reports shall include, but not be limited to:

- Monthly totals of the operating data, documenting any discrepancies in the reported number of passengers carried and the amount of fares and transfer slips collected by the operator.
- Daily operator and dispatcher logs as relevant back-up information to the monthly summary report.

CONTRACTOR shall also document operational problems, or passenger complaints and describe any action taken regarding these problems. Passenger complaints related to safety or serious operational deficiencies shall be reported to PVTA no later than the next working day following CONTRACTOR's receipt of complaint.

7.6 Accounting

- All costs incurred by the CONTRACTOR in connection with this project and any relevant financial records and documents shall be recorded in accounts separate from those used for other business activities or transit projects and in conformance with the guidelines of the LACMTA.
- CONTRACTOR shall submit a monthly invoice to PVTA Administrator for the services rendered during the reporting period. The invoice shall follow a format provided by the CONTRACTOR and approved by the Administrator.
- The invoices shall be prepared in such a form and supported by such copies of invoices, payrolls, and other documents as may be required by the PVTA Administrator to establish that the amounts are allowable.
- All invoices and related records including CONTRACTOR cost records will be available for inspection and/or independent audit at the election of the PVTA. CONTRACTOR shall not place unreasonable limitations on the PVTA's access to said project cost documentation.

7.7 Daily Operating Summary

Not later than 5:00 p.m. of the following weekday, the CONTRACTOR shall fax or email a daily operating summary of the previous day's activities to the PVTA Administrator. Said summary shall include at least following information:

- A summary of ridership, revenue and productivity for each service operated by the CONTRACTOR on behalf of PVTA.

- An attendance summary for drivers, dispatchers and staff
- Down vehicle listing indicating the reason for the vehicle's out-of-service condition and actions taken to remedy condition
- Notation of any incidents, accidents complaints or other information of interest to the PVRTA
- A summary of trips forwarded to the supplemental cab provider

7.8 Reporting Requirements for FTA 5310 vehicles

Vehicles provided to PVRTA by the California Department of Transportation are subject to specific reporting requirements regarding their service operations the CONTRACTOR shall provide the information for each FTA 5310 vehicle monthly:

- Total number of days operated in the month
- Odometer readings monthly
- Service hours for the month
- Service miles for the month
- Passenger trips by vehicle for the month

8.0 Service Transition

At the initiation of this contract and should management and operation of PVRTA's transportation services be transferred in the future to another management firm or entity, a smooth, seamless transition that is as transparent to PVRTA's riders as possible is required. The CONTRACTOR shall take all actions necessary to facilitate a smooth and professional transition, including, at a minimum:

1. CONTRACTOR shall provide PVRTA a detailed service transition plan & budget . Said plan shall identify key milestones, such as, acquisition of facility and equipment, interviewing and training of personnel, etc.
2. The CONTRACTOR's Project Manager shall be on-site no later than November 15, 2013.
3. Retention of current drivers and staff is significant concern for the PVRTA. It is the PVRTA's desire that as many of the qualified existing personnel be retained as possible and that these personnel not experience a diminishment in wages, benefits or working conditions. The CONTRACTOR's transition plan must address their approach to retention and training current personnel. Said transition plan will be major factor in the proposal evaluation.

4. All start-up and transition costs shall be identified and amortized into proposer's monthly rate.
5. Adherence to milestone proposed and the commitment of resources presented in the approved transition plan shall be a measure of contract compliance. Failure to adhere to plan requirements may be considered a material breach by the PVTA.
6. Should CONTRACTOR be required to transition this contract to another management firm or entity in the future, CONTRACTOR shall cooperate and facilitate such transition in an open, honest and professional manner.

FIRST AMENDMENT AND EXTENSION OF AGREEMENT

THIS AMENDMENT AND EXTENSION is made this 10th day of February 2016 by and between the Pomona Valley Transportation Authority, hereinafter referred to as "PVTA" and First Transit Inc., hereinafter referred as "CONTRACTOR".

WITNESSTH:

WHEREAS, PVTA and CONTRACTOR entered into an Agreement on the 9th day of October 2013 for the provision of management, operations and maintenance services for PVTA transportation projects; and

WHEREAS, PVTA and CONTRACTOR desire to extend and modify said Agreement:

NOW THEREFORE, it is hereby agreed that the Agreement dated October 9, 2013 is amended in the following particulars only:

All terms used herein, unless otherwise defined in this Amendment, shall have the same meaning as set forth in the Agreement. Following the effective date of this Amendment, future references to the Agreement in any communication or document between the PVTA and Contractor shall mean the Contract incorporating the changes and/or additions in this Amendment.

1. SECTION 8.1, subsection 1 is amended by the addition of the following monthly rates.

\$79,715.75 per month for the period December 29, 2016 through December 28, 2017;

\$81,745.07 per month for the period December 29, 2017 through December 28, 2018;

\$83,834.38 per month for the period December 29, 2018 through December 28, 2019.

2. SECTION 8.1, subsection 2 is amended by the addition of the following fixed hourly rates for Get About:

\$35.26 per Vehicle Revenue hour for the period December 29, 2016, through December 28, 2017.

\$36.59 per Vehicle Revenue hour for the period December 29, 2017, through December 28, 2018.

\$37.96 per Vehicle Revenue hour for the period December 29, 2018, through December 28, 2019.

3. SECTION 8.1, subsection 4 is amended by the addition of the following hourly rates for Group and Additional Services:

\$39.16 per Vehicle Revenue Hour for the period December 29, 2016, through December 28, 2017.

\$40.49 per Vehicle Revenue Hour for the period December 29, 2017, through December 28, 2018.

\$41.86 per Vehicle Revenue Hour for the period December 29, 2018, through December 28, 2019.

Additional services shall be provided by the CONTRACTOR upon request by PVTA's Administrator. Such services shall be considered extra services and PVTA shall pay the CONTRACTOR at the rate of:

4. SECTION 8.1, subsection 4 is amended by the addition of the following hourly rates for additional services requested by PVTA's Administrator: .

\$39.16 per Vehicle Revenue Hour for the period December 29, 2016, through December 28, 2017.

\$40.49 per Vehicle Revenue Hour for the period December 29, 2017, through December 28, 2018.

\$41.86 per Vehicle Revenue Hour for the period December 29, 2018, through December 28, 2019.

5. SECTION 11, TERM OF THE AGREEMENT, subsections 11.1 and 11.3.1, 11.3.3 is amended to read as follows:

11.1 Base Term

This AGREEMENT shall become effective December 29, 2013, and shall continue in full force and effect through December 28, 2019, unless earlier terminated as herein provided.

11.3 Option Terms

PVTA and Contractor may extend this Agreement by mutual written consent anytime on or before the date specified and as follows:

1. DESCRIPTION - PVTA and Contractor may extend the service provided by CONTRACTOR under this AGREEMENT for up to four (4) option periods of one-year duration.

3. OPTION EXERCISE DATES – PVTA and Contractor may exercise its option to extend CONTRACTOR services on or before October 1, 2019, for the initial option term, and on or before October 1 of each subsequent year for the four remaining option terms.

It is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time-to-time by mutual AGREEMENT.

It is mutually understood and agreed that PVTA is under no obligation whatsoever to exercise any or all of these options and that no representations have been made by PVTA committing it to such exercise of this option, and that PVTA may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

6. **EXHIBIT A, SCOPE OF WORK, SECTION 3.7.7.1 Staffing Levels - Wages Rates** is amended to read as follows:

Wages

The CONTRACTOR shall pay staff wages at or above the following hourly rates:

<u>Position</u>	<u>Year1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
Training Wage	\$8.00	\$8.00	\$8.00	\$10.00	\$10.00	\$10.00
Driver Starting Rate	\$11.50	\$11.75	\$12.25	\$12.75	\$13.25	\$14.75
Driver Starting Rate w/GPPV	\$12.25	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00
Dispatcher Starting Rate	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00	\$15.50

IN WITNESS WHEREOF, the parties have caused this Amendment No.1 and Extension to the Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**POMONA VALLEY
TRANSPORTATION**

FIRST TRANSIT INC.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

SECOND AMENDMENT AND EXTENSION OF AGREEMENT

THIS AMENDMENT AND EXTENSION is made this 11th day of September 2019 by and between the Pomona Valley Transportation Authority, hereinafter referred to as "PVTA" and First Transit Inc., hereinafter referred as "CONTRACTOR".

WITNESSTH:

WHEREAS, PVTA and CONTRACTOR entered into an Agreement on the 9th day of October 2013 for the provision of management, operations and maintenance services for PVTA transportation projects; and

WHEREAS, PVTA and CONTRACTOR amended said agreement on February 10, 2016;

WHEREAS, PVTA and CONTRACTOR desire to extend and modify said Agreement:

NOW THEREFORE, it is hereby agreed that the Agreement dated October 9, 2013 as subsequently amended is further amended in the following particulars only:

All terms used herein, unless otherwise defined in this Amendment, shall have the same meaning as set forth in the Agreement. Following the effective date of this Amendment, future references to the Agreement in any communication or document between the PVTA and Contractor shall mean the Contract incorporating the changes and/or additions in this Amendment.

1. SECTION 8.1, subsection 1 is amended by the addition of the following monthly rates.

\$97,939.00 per month for the period December 29, 2019 through June 30, 2020.

2. SECTION 8.1, subsection 2 is amended by the addition of the following fixed hourly rates for Get About:

\$40.47 per Vehicle Revenue hour for the period December 29, 2019, through June 30, 2020.

3. SECTION 8.1, subsection 4 is amended by the addition of the following hourly rates for Group and Additional Services:

\$44.63 per Vehicle Revenue Hour for the period December 29, 2019, through June 30, 2020.

Additional services shall be provided by the CONTRACTOR upon request by PVTA's Administrator. Such services shall be considered extra services and PVTA shall pay the CONTRACTOR at the rate of:

4. SECTION 8.1, subsection 4 is amended by the addition of the following hourly rates for additional services requested by PVTA's Administrator: .

\$44.63 per Vehicle Revenue Hour for the period December 29, 2019, through June 30, 2020.

5. SECTION 11, TERM OF THE AGREEMENT, subsections 11.1 and 11.3.1, 11.3.3 is amended to read as follows:

11.1 Base Term

This AGREEMENT shall become effective December 29, 2013, and shall continue in full force and effect through June 30, 2020, unless earlier terminated as herein provided.

11.3 Option Terms

PVTA and Contractor may extend this Agreement by mutual written consent anytime on or before the date specified and as follows:

1. DESCRIPTION - PVTA and Contractor may extend the service provided by CONTRACTOR under this AGREEMENT for up to four (4) option periods of one-year duration.

2. PRICE - The Fixed Hourly Rate and Fixed Monthly Rate shall be arrived at upon the basis of negotiations and mutual agreement

3. OPTION EXERCISE DATES – PVTA and Contractor may exercise its option to extend CONTRACTOR services on or before April 1, 2020, for the initial option term, and on or before April 1 of each subsequent year for the four remaining option terms.

It is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time-to-time by mutual AGREEMENT.

It is mutually understood and agreed that PVTA is under no obligation whatsoever to exercise any or all of these options and that no representations have been made by PVTA committing it to such exercise of this option, and that PVTA may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Amendment No.2 and Extension to the Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**POMONA VALLEY
TRANSPORTATION**

FIRST TRANSIT INC.

By _____

By _____

Title _____

Title _____

Date _____

Date _____