

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

This AGREEMENT for transportation management, operations and maintenance services is made and entered into this 12th day of February 2020, 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 February 4, 2020. PVTA may purchase additional services in accordance with Section 8.1.3 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 SERVICES; SCOPE OF WORK" dated February 4, 2020. inclusive of all Exhibits, Attachments and any and all Addenda issued during this procurement, and Exhibit B, CONTRACTOR'S PROPOSAL dated December 13, 2019 and the representations and warranties

made by the CONTRACTOR'S proposal including CONTRACTOR'S Clarification Response dated February 3, 2020. Whenever there is any conflict between the terms of this AGREEMENT (including the provisions of Exhibit A, and Attachment 1) 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.

7.0 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 Change

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 in dedicated vehicle service of more than twenty percent (20%). Adjustments to service shall be a prerogative of PVTA. 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. PVTA will notify the

CONTRACTOR thirty (30) days in advance of service changes. Smaller service changes can be made in a shorter time by the mutual agreement of PVTA and the CONTRACTOR.

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 Dedicated Vehicle Services: A Fixed Monthly rate of:

- a) \$103,353.59 per month for the period July 1, 2020, through June 30, 2021.
- b) \$106,653.15 per month for the period July 1, 2021, through June 30, 2022.
- c) \$110,159.54 per month for the period July 1, 2022 through June 30, 2023.
- d) \$112,547.07 per month for the period July 1, 2023 through June 30, 2024.

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 – Dedicated Vehicle Services; Section 8.1.3 Fixed Hourly Rate, Additional Services Dedicated Vehicle Services; and Section 8.1.4 Supplemental and Demand Response Compensation Rate; Section 8.4 - Fuel Price Formula. Fixed Monthly Rate cost elements are detailed on Exhibit B, CONTRACTOR'S PROPOSAL.

2. Fixed Hourly Rate-Dedicated Vehicle Services: A Fixed Hourly Rate for Dedicated Vehicle Services of:

- a) \$43.45 per Vehicle Revenue Hour for the period July 1, 2020, through June 30, 2021.
- b) \$45.21 per Vehicle Revenue Hour for the period July 1, 2021, through June 30, 2022.

c) \$46.83 per Vehicle Revenue Hour for the period July 1, 2022, through June 30, 2023.

d) \$48.37 per Vehicle Revenue Hour for the period July 1, 2023, through June 30, 2024.

For dedicated vehicle service, as defined in Exhibit A, Scope of Work, 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 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.

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.

In the case where a CONTRACTOR-operated vehicle leaves Get About service to provide Claremont or Pomona Group services or if a CONTRACTOR-operated vehicle providing Claremont or Pomona Group services 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.

3. Fixed Hourly Rate, Additional Services, Dedicated Vehicle Services: 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 the Fixed

Hourly Rate-Dedicated Vehicle Services. Additional services shall be limited to 5,000 Vehicle Revenue Hours annually.

4. Payment Rates-Supplemental and Demand Response Services PVRTA will compensate the CONTRACTOR for the provision of Supplemental and Demand Response Services as defined in Exhibit A, Scope of Work in accordance with the following schedule:

a. Rate for Get About Supplemental Service

- 1) \$20.52 per passenger trip for the period July 1, 2020 through June 30, 2021.
- 2) \$21.14 per passenger trip for the period July 1, 2021 through June 30, 2022.
- 3) \$21.77 per passenger trip for the period July 1, 2022 through June 30, 2023.
- 4) \$22.42 per passenger trip for the period July 1, 2023 through June 30, 2024.

b. Rate for Claremont Dial-a-Ride Demand Response Service

- 1) \$9.98 per passenger trip for the period July 1, 2020 through June 30, 2021.
- 2) \$10.28 per passenger trip for the period July 1, 2021 through June 30, 2022.
- 3) \$10.59 per passenger trip for the period July 1, 2022 through June 30, 2023.
- 4) \$10.91 per passenger trip for the period July 1, 2023 through June 30, 2024.

c. Rate for San Dimas Dial-A-Cab Service

- 1) \$13.38 per passenger trip for the period July 1, 2020 through June 30, 2021.
- 2) \$13.78 per passenger trip for the period July 1, 2021 through June 30, 2022.
- 3) \$14.19 per passenger trip for the period July 1, 2022 through June 30, 2023.
- 4) \$14.62 per passenger trip for the period July 1, 2023 through June 30, 2024.

d. Rate for Get About Ready Now

- 1) \$15.08 per passenger trip for the period July 1, 2020 through June 30, 2021.
- 2) \$15.53 per passenger trip for the period July 1, 2021 through June 30, 2022.
- 3) \$16.00 per passenger trip for the period July 1, 2022 through June 30, 2023.
- 4) \$16.48 per passenger trip for the period July 1, 2023 through June 30, 2024.

e. Rate for Get About One Step Over the Line

- 1) \$3.50 per vehicle revenue mile for the period July 1, 2020 through June 30, 2021.
- 2) \$3.61 per vehicle revenue mile for the period July 1, 2021 through June 30, 2022.
- 3) \$3.72 per vehicle revenue mile for the period July 1, 2022 through June 30, 2023.
- 4) \$3.83 per vehicle revenue mile for the period July 1, 2023 through June 30, 2024.

f. Rate for Dedicated Vehicle Driver for Supplemental and Demand Response Services

The hourly rate for a dedicated driver and vehicle for Supplemental and Demand Response Service as defined in Exhibit A, Scope of Work. Said services must be authorized by PVTa. In addition to the Vehicle Revenue Hour rate. PVTa may be billed at the per trip rate for rides provided by the dedicated driver and vehicle.

- 1) \$26.00 per Vehicle Revenue Hour for the period July 1, 2020, through June 30, 2021.
- 2) \$26.78 per Vehicle Revenue Hour for the period July 1, 2021, through June 30, 2022.
- 3) \$27.58 per Vehicle Revenue Hour for the period July 1, 2022, through June 30, 2023.
- 4) \$28.41 per Vehicle Revenue Hour for the period July 1, 2023, through June 30, 2024.

g. Wheelchair Incentive

Additional fee for transporting a PVTa rider in supplemental and demand response service utilizing a wheelchair, scooter or equivalent mobility device.

\$3.00 per passenger trip by rider using a mobility device.

8.2 Fares

All fares collected for PVTa transportation services shall be the property of PVTa. Reports on the revenues collected and deposited shall be provided to PVTa not less often than monthly.

8.3 Deductions Contract Payments

In the event that the CONTRACTOR fails to meet certain performance levels, PVTa may deduct from sums due the CONTRACTOR as detailed below:

1. **Get About Dedicated Vehicle Service Productivity:** If the CONTRACTOR'S on-time performance in any month exceeds 90% for Get About Dedicated Vehicles service, CONTRACTOR'S Get About Dedicated Vehicle service billing shall be limited to the number of Vehicle Revenue Hours required to produce a productivity level of 3.6 passengers per Vehicle Revenue Hour. The total number of passengers in any month during this period shall be divided by a productivity of 3.6. 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 Get About Dedicated Vehicles service, CONTRACTOR'S Get About Dedicated Vehicle service billing shall be limited to the number of Vehicle Revenue Hours required to produce a productivity level of 3.8 passengers per vehicle revenue hour. The total number of passengers in any month during this period shall be divided by a productivity of 3.8. 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 Get About Dedicated Vehicles service, CONTRACTOR'S Get About Dedicated Vehicle service 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 of 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.

2. **On-Time Performance Get About Dedicated Vehicles:** Should the CONTRACTOR's Get About Dedicated Vehicle service fail in any month to meet an on-time performance level of eighty-five percent (85%), 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.

3. **On-Time Performance Supplemental and Demand Response Services:** In any month in which the CONTRACTOR'S Supplemental and Demand Response Services if the CONTRACTOR fails to achieve 90% on-time in the any of the CONTRACTOR's Supplemental or Demand Response services, as defined in Exhibit A, PVTA may deduct the amount of \$1,000.00 from sums due the CONTRACTOR for said services in that month. PVTA reserves the right to audit the accuracy of wait-time and on-time checks.

4. **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.

5. **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.

6. **Wheelchair Accessibility:** PVTA may deduct from sums due CONTRACTOR the amount of \$250.00 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.

7. **Preventive Maintenance:** In the event the CONTRACTOR fails to perform a Preventive Maintenance Inspection (PMI) on each PVTA or City of Claremont 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.

8. **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 120 seconds.

9. **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.

10. **Reporting:** In any month in which the CONTRACTOR fails to provide accurate reports in accordance with the requirements of this agreement, within fifteen days of the end said month PVTA may deduct \$1,500.00 from the sums due the CONTRACTOR.

14. **Waivers and Modifications:** The PVTA Administrator at his/her sole discretion may waive any deduction applicable under the terms of SUBSECTION 8.3. The waiver of any of the deductions in SUBSECTION 8.3 in any month will not invalidate the applicability of the said deductions in future months. The requirements SUBSECTION 8.3.1 may be modified by mutual agreement of the CONTRACTOR and the PVTA Administrator.

8.4 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 Dedicated Vehicle 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 Dedicated Vehicle 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 upon PVTA's request. PVTA reserves the right to audit said billings.

8.5 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 dispatch and/or driver trip sheets and employee timecards, 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. **Supplemental and Demand Response Services:** Charges shall be directly traceable by dispatch and/or driver trip sheets and employee timecards, which will be available for review by PVTA.
5. **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 PVTA shall be made in arrears, after the service has been provided. Payments shall be made by PVTA no more than thirty (30) days from PVTA's receipt of invoice. If PVTA disputes any item on an invoice for a reasonable cause, PVTA 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 PVTA. Payments shall be by check payable and mailed first class to:

**First Transit
22192 Network Place
Chicago, IL 60673**

8.5 Collecting and Accountability for Fares

All fares collected should be recorded daily for each operator and reported to the Administrator of the PVRTA in the monthly operations report. The amount of the collected fares 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, 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"), 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, or their officers, agents, servants or employees, 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, except to the limited extent that such claim or demand is caused by the active negligence or willful misconduct of PVRTA, its agents or employees.

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 Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee'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, 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

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 Commercial General Liability Insurance-Dedicated Vehicle Services

The Dedicated Vehicles Services CONTRACTOR shall secure COMMERCIAL 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 with respect to claims arising under this AGREEMENT; (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 10.1.4.

10.1.3 Commercial General Liability Insurance-Supplemental and Demand Response

The Supplemental and Demand Response CONTRACTOR shall secure COMMERCIAL GENERAL LIABILITY INSURANCE with a combined single limit of not less than two million dollars (\$2,000,000) 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 with respect to claims arising under this AGREEMENT; (2) be primary with respect to any insurance or self-insurance programs maintained by the Additional Insureds; and (3) contain standard cross liability provisions.

10.1.4. Commercial Automobile Liability Insurance—Dedicated Vehicle Services

The Dedicated Vehicles Services CONTRACTOR shall secure 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) name the Additional Insureds as additionally insured with respect to claims arising under this AGREEMENT; (3) be primary for all purposes; and, (4) 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.

10.1.5. Commercial Automobile Liability Insurance-Supplemental and Demand Response Services

The Supplemental and Demand Response CONTRACTOR shall secure COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$2,000,000 (Two MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) name the Additional Insureds as additionally insured with respect to claims arising under this AGREEMENT; (3) be primary for all purposes; and, (4) 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).

10.1.6 Automobile Collision and Comprehensive Insurance Coverage

The Contractor shall secure 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.

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

10.1.8 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.
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 with respect to claims arising under this AGREEMENT; 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 inspect 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 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 July 1, 2020, and shall continue in full force and effect through June 30, 2024, 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 four (4) 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 two (2) option periods of two-year duration.

2. PRICE - In the event that one or both of the two (2) two-year option periods are exercised by PVTA, Contractor compensation for each year of the option will be negotiated between the parties, but, in no case, shall that compensation increase no more than the annual increase in the Consumer Price Index for the State of California (Los Angeles-Riverside-Orange County statistical area) for the most recently reported calendar year, and shall not decrease regardless of the CPI.

3. OPTION EXERCISE DATES – PVTA may exercise its option to extend CONTRACTOR services on or before January 1, 2024, for the initial option term, and on or before January 1 of each subsequent year for the one remaining option term.

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 8.4 - 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 8.4 - 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 request the removal of any CONTRACTOR employee from the PVTA's project by providing written notice to CONTRACTOR. Should CONTRACTOR fail to remedy the situation or fail to remove the employee, CONTRACTOR shall be liable for all damages to PVTA arising from such failure. In no event, however, shall a CONTRACTOR employee found to have tampered with or disabled any vehicle monitoring or safety equipment be permitted to continue working for PVTA under this contract.

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. If PVTA makes use of Contractor provided buses or equipment in the provision of such service, PVTA shall make use of drivers possessing the appropriate, licensing, insurance and indemnification. 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.

14. GENERAL PROVISIONS

14.1 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.

14.2 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.

14.3 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.

14.4 Notice of Federal Participation

Some of the vehicles provided to the CONTRACTOR for the performance of the services described in this AGREEMENT were purchased with financial assistance from the Federal Transit Administration (FTA). Financial assistance for a portion of the services described in this AGREEMENT is provided using FTA 5310 and FTA 5317 funds from the FTA. This AGREEMENT will be subject to the financial assistance contract between PVTA and the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the provision of FTA 5310 and FTA 5317 services and will be subject to all applicable FTA regulations, including, but not limited to, those contained in **Attachment 1 Federal Contract Clauses**, dated February 4, 2020.

14.5 Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by The United States Department of Transportation (DOT), whether or not

expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any PVTA requests which would cause the [subrecipient] to be in violation of the FTA terms and conditions.

14.6 Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between PVTA and FTA (via LACMTA), as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

14.7 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.

14.8 RACE-CONSCIOUS DISADVANTAGE BUSINESS ENTERPRISES

In conformance with title 49 CFR Part 26, PVTA has established a project specific goal of 2.0% for Race Conscious Disadvantaged Business Enterprises (RC-DBEs). The Proposer is required to meet this goal or demonstrate Good Faith Efforts as a condition of the award of this Contract. Proposer shall complete and submit Form 4, "Bidder DBE Commitment," and Form 5, "Bidders List," at the time of proposal submittal. Form 6, "Good Faith Efforts," is only required if the Proposer is unable to meet the established DBE project specific goal, and is to be submitted in a sealed envelope with the proposal.

1. PVTA, as a recipient of federal financial assistance, is required to implement the Los Angeles County Metropolitan Transportation Authority's (Metro's) Disadvantaged Business Program in accordance with federal regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The PVTA has set a contract specific goal of 2.0% for this project. CONTRACTOR shall furnish all documentation satisfactory to PVTA

that the work committed to RC-DBE's was actually performed by RC-DBE's. Requests for progress payments shall include a summary of payments actually made to RC-DBE's during the invoice period (Attachment-6), which includes a total of all payments made to all subcontractors under this Contract. RC-DBE participation shall be credited toward the overall RC-DBE goal only when payments are actually made to the RC-DBE firms. CONTRACTOR shall submit on the 15th of every month to PVTA Contract Compliance Officer, Attachment 6. Upon completion of the Contract, CONTRACTOR shall submit "Final Report-Utilization of Disadvantaged Business Enterprises-First Tier Subcontractors", Attachment 7 and submit with the final invoice.

2. As there is a RC-DBE goal on this Contract, the Bidder, in order to be considered responsible and responsive, must meet the contract specific RC-DBE goal identified or make Good Faith Efforts to meet the goal established for the Contract. If the goal is not met, the Bidder must document adequate Good Faith Efforts. Only RC-DBE firms certified through the CUCP will be counted towards the contract.

3. CONTRACTOR shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is material breach of this Contract, which may result in the termination of this Contract or such other remedy, as PVTA may deem appropriate.

14.9 DBE Contract Assurance

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the CONTRACTOR from future bidding as non-responsible.

14.10 Prompt Payment Provisions

The DBE Program, 49 CFR, Part 26, requires that any delay or postponement of payment over 30 days may take place only for good cause and with PVTA's prior written approval. The California Business and Professions Code, under Section 7108.5, requires that on public works projects, a prime contractor or subcontractor pay to any subcontractor not later than seven (7) days after receipt of each progress payment, unless otherwise agreed to in writing. Any violation of this provision shall subject the violating Contractor or Subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient subcontract performance, or noncompliance by a Subcontractor. Any delay or postponement of payment from the above-referenced timeframes may occur only for good cause following written approval from PVTA. Failure to comply with this provision without prior approval from PVTA will constitute noncompliance, which may result in the application of appropriate administrative sanctions, including, but not limited to, withholding of payment to the CONTRACTOR of two percent (2%) of the invoice amount due per month, for every month that full payment is not made in accordance with these prompt payment requirements.

1. Prompt Progress Payments to Subcontractors

CONTRACTOR will include a contract clause that will require Subcontractors to pay each lower tiered Subcontractor participating on the Project for satisfactory performance of its contract no later than 7 days from the receipt of each payment the Subcontractor receives from CONTRACTOR. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following

written approval of PVTa. This clause applies to both DBE and non-DBE Subcontractors.

14.11 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.

14.12 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.

14.13 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 PVTa, the Federal Transit Administration, and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.

14.14 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 PVTa 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 PVTa vehicles requiring a Class B California Driver's License possess a valid, current Class B California Driver's License with appropriate endorsements.

14.15 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.

14.16 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 PVTa to such sale, assignment, or transfer. CONTRACTOR shall have the right to assign or otherwise transfer this AGREEMENT in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale, of all or substantially all CONTRACTOR assets with reasonable notice to PVTa. In the event of any violation of this SECTION, PVTa may immediately terminate this AGREEMENT.

14.17 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.

14.18 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

14.19 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.

14.20 California Consumer Protection Act

PVTA is a government entity or a not-for-profit entity and is not a "Business" as defined by the California Consumer Protection Act ("CCPA"). If PVTA's status in such regard changes, PVTA shall provide the CONTRACTOR prompt notice so that the parties may in good faith negotiate an amendment that will address the parties' respective obligations under the CCPA as to PVTA as a Business and as to CONTRACTOR as a Service Provider. In the event of any future privacy or other laws that create new compliance obligations for the parties arising out of their relationship pursuant to the Services or

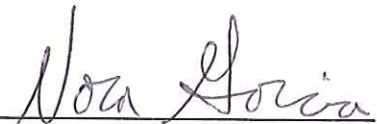
Agreement(s), the parties shall in good faith negotiate a further amendment that will address the parties' respective obligations in connection therewith.

PVTA Personal Information ("PI" as defined in the CCPA) collected in the course of performing the Services is PVTA's property, which PVTA solely owns and controls. CONTRACTOR shall not retain, use, or disclose PVTA PI for any purpose other than performing the Services for PVTA as specified in the AGREEMENT, unless for a reasonable Business Purpose related to the Services (e.g., fraud prevention, accident and personnel investigations, and security), or as required under applicable law or court order ("Permitted Purposes"). Consistent with the parties' Agreement, CONTRACTOR shall retain, use, and disclose PVTA PI for the Permitted Purposes, but for no other purposes.

To the extent otherwise permitted by the Agreement(s), CONTRACTOR may itself independently collect PI ancillary to the Services as an independent Business (e.g., managing our personnel and their conduct and activities), which data shall be CONTRACTOR's property, solely owned and controlled by the CONTRACTOR, and the CONTRACTOR shall be solely responsible for compliance with the CCPA and applicable laws regarding such data.

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

Pomona Valley Transportation Authority


By 
Chair, PVTA Board of Directors

WITNESSED:

By _____

Service AGREE Feb 2020

CONTRACTOR

By 
Authorized Official

President - First Transit
Title
23-1716119

Federal Tax I.D. Number

EXHIBIT A
PVTA TRANSPORTATION SERVICES
SCOPE OF WORK
February 4, 2020

OVERVIEW

The Pomona Valley Transportation Authority (PVTA) transportation services consist of three dedicated vehicle service components and five supplemental or demand response service components. The components are listed below along with their estimated annual service levels.

The service modes along with their service volume estimates are detailed below:

Dedicated Vehicle Services

1. Get About van or dedicated vehicle service (24,000 VRH)
2. Claremont Group Service (Operates as the dedicated vehicle portion of Claremont Dial-Ride (1,250 VRH).
3. Pomona Group Service (750 VRH)

Demand Response Services

1. Get About Supplemental Service (20,000 passenger trips)
2. Get About Ready Now (22,000 passenger trips)
3. One Step Over the Line (6,000 passenger trips)
4. Claremont Dial-a-Ride-Demand Response (18,000 passenger trips)
5. San Dimas Dial-a-Cab (22,000 passenger trips)

SECTION 1 - DEFINITIONS

As used throughout this Scope of Work, 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 dedicated vehicle 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 Response - 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, debarking 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.

Late Trip Cancellation - Shall mean any trip cancellation that is received in the Call Center 120 minutes or less from the scheduled pick-up time."

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 PVTA services- for advance reservation trips, 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 demand response trips, a vehicle shall be on-time if the vehicle arrives at the designated pickup location within 45 minutes of the passenger's call for a pickup.

Passenger Trip – A passenger trip shall be counted as any person transported on a revenue service vehicle.

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 dedicated vehicle 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 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.

2.3 Equipment

2.3.1 Vehicles

1. PVTA shall provide CONTRACTOR the vehicles set forth in **ATTACHMENT 2, Fleet Schedule and Equipment List** dated February 4, 2020. 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 including PVTA Supplemental and Demand Response services unless otherwise authorized by PVTA.
2. Vehicles listed in **ATTACHMENT 2, Fleet Schedule and Equipment List** are provided by the PVTA "as is" and no allowance shall be granted the contractor for any item of a deferred maintenance in PVTA-provided vehicles.
3. PVTA or the City of Claremont will provide exempt registrations for all revenue service vehicles provided for the operation of PVTA's transportation program. Note that four of the minivans have been purchased with local funds. These vehicles can be made available, if desired, for use in the Supplemental Contractor's private business, when not required for PVTA services, at a cost of \$250.00 per vehicle, per month. In such case, commercial licensing of these vehicles will be the responsibility of the Supplemental Contractor. Four federally-funded minivans are provided at no cost but can only be operated in PVTA services."

2.3.2 Radios

PVTA shall provide CONTRACTOR with radios set forth in **ATTACHMENT 2**. 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 and any Contractor-provided replacement units. At the expiration of this contract, all replacement units, shall become the property of PVTA with no further compensation and all radio equipment shall be returned in working order, save normal wear and tear.

2.3.3 Telephone System

PVTA will make available to the CONTRACTOR an Alt Gen Max 100R server phone system (call director) more fully described in **ATTACHMENT 2**. 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. The following telephone numbers are the property of PVTA and shall be made available to CONTRACTOR for operation of PVTA transit services during the term of this Agreement and any extensions thereof:

- (909)596-5964 Get About and One Step
- (909)770-8038 Ready Now
- (909)623-0183 Claremont Dial-a-Ride
- (909)622-4435 San Dimas Dial-a-Cab

At the termination of this contract, these phone numbers shall be released by CONTRACTOR at the request of PVTA.

2.3.4 Computer Hardware and Software

CONTRACTOR shall be responsible to provide all necessary computer hardware, software and 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 General Overview

CONTRACTOR shall be responsible for management and operation of the PVTA's dedicated vehicle services, including the dedicated vehicle portion of the Get About system, the Claremont and Pomona Group services, and any additional services purchased by the PVTA. The CONTRACTOR shall also be responsible to provide either directly or via subcontractors PVTA's Supplemental and Demand Response services. 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 PVTA.

3.1.1 General Overview-Dedicated Vehicle Services

Get About Dedicated Vehicle Services

The Get About transportation dedicated vehicle service provides primarily advance - reservation, door-to-door, shared-ride 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 Place, Montclair TransCenter and Montclair Hospital Medical Center.

The Get About service operates the following days and hours:

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

Claremont and Pomona Group Dedicated Vehicle 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 6:00 a.m.- 7:30 p.m. weekdays and 7:00 a.m.-6:00 p. m., Saturday and Sunday. The services are estimated at a total of 2,000 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 to the Vehicle Revenue Hours for NTD purposes.

3.1.2 General Overview – Supplemental and Demand Response Services

Get About Supplemental Services

PVTA allows the CONTRACTOR to provide up to 22,000 passenger trips annually to supplement the Get About dedicated vehicle service. The CONTRACTOR will receive all Get About trip requests and will be responsible for allocating a portion of these requests to the supplemental service to maximize the cost effectiveness, quality, accessibility and productivity of the Get About service. The CONTRACTOR will be responsible for management of the allocation of rides to the supplemental service 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: increasing or decreasing the number trips authorized as well as the type and location of trips to be allocated to the supplemental provider. The successful CONTRACTOR must have the demonstrated ability to work to effectively manage a same-day trip brokerage setting.

Get About-Ready Now

PVTA has received federal funding for a same day, immediate response shared-ride transportation program designed as a Get About premium service. The CONTRACTOR or designated subcontractor will be required to maintain a reservation line, receive trip requests, verify rider eligibility and provide trips to these riders within the Get About service area.

Get About "One Step Over the Line"

PVTA has federal funding to provide shared-ride transportation to senior and disabled individuals to destinations in San Bernardino County east of the Get About boundary as far as Mountain Avenue. Service is also provided to PVTA approved medical destinations located further east in San Bernardino County. The CONTRACTOR or designated subcontractor will be required to maintain a reservation line, receive trip requests, verify rider eligibility and provide trips within the ONE STEP OVER THE LINE service area. PVTA will compensate the CONTRACTOR based on flag drop and mileage for One Step Over The Line trips.

Claremont Dial-a-Ride (DAR)-Demand Response

Claremont DAR is an immediate response, general public, shared ride dial-a-ride. The CONTRACTOR or designated subcontractor will receive trip requests directly and will be required to provide a dedicated local number. Ride reservations can be made up to seven days

in advance. All Claremont DAR riders must be registered, and the CONTRACTOR shall be responsible to verify riders' eligibility. Service will be limited to within the City of Claremont and destinations outside of Claremont designated by the City of Claremont via PVTa. The service will operate from 6:00 a.m. to 10:00 p.m., Monday – Saturday and 6:00 a.m. to 6:00 p.m. Sundays. Services to elderly and disabled persons and riders under the age of 16 shall be available 24 hours per day, seven days a week.

San Dimas Dial-a-Cab-Demand Response

San Dimas Dial-a-Cab is an immediate response, shared ride, general public, dial-a-ride. The CONTRACTOR or designated subcontractor will receive trip requests directly and will be required to provide a dedicated local phone number for the service. Ride reservations can be made up to seven days in advance. The service operates within the City of San Dimas. Elderly and disabled riders picked up within San Dimas may travel within the City and to destinations within extended boundaries. The extended boundaries are Grand Avenue on the West and Garey Avenue to the East. The extended boundaries are between Foothill Blvd. on the North and San Bernardino Freeway on the South. General public riders can travel within San Dimas and to medical facilities within the extended boundaries. San Dimas also allows travel to designated medical facilities beyond the extended boundaries. Any rider taken outside of City by Dial-a-Cab can make their return trip using Dial-a-Cab. The service operates 24 hours per day, seven days per week.

3.2 Supplemental and Demand Response Operations

The CONTRACTOR will be responsible to provide directly or assign trips to the Contractor's Supplemental and Demand Response providers. The assignment of Get About trips to the Supplemental Get About provider shall be done so as to allow adequate time to perform the trip within the established service parameters.

The CONTRACTOR shall be responsible for ensuring that all vehicles utilized in Supplemental and Demand Response services are maintained in accordance with the established vehicle standards and comply with all federal, state, and local law and codes and/or required inspections, including any required inspections by the California Highway Patrol.

3.2.1 Driver Training

The CONTRACTOR shall ensure that all employees and contracted personnel engaged in Supplemental and Demand Response services delivery are properly trained in accordance with this provision. Any driver, dispatcher, supervisor must meet the following minimum training:

- Drivers, Dispatchers and Supervisors:
Passenger Assistance Training (PAT): utilizing the CTAA PASS model, McDonald Transportation (Ft. Worth, Texas) or University of Wisconsin model or approved equal

- **Sensitivity/Empathy Training:**
A minimum of four (4) hours which will focus on providing assigned drivers with an understanding of the different needs of persons with disabilities. Course emphasis will include cultural diversity, aging sensitivity and social awareness.
- Any and all additional training which may be required by federal/state/local regulations or that is necessary for obtaining required licenses/permits.

The CONTRACTOR will be responsible for ensuring that the Supplemental and Demand Response services providers maintain accurate and detailed records of training provided to all personnel assigned to this service. Abbreviated records detailing the participant's name, position, taxi medallion or permit number or operator license number (or equivalent) and date of completed training shall be furnished to the dedicated vehicle service provider on a weekly basis or upon request. Detailed records shall become part of each participant's permanent participant file and shall be made available to PVRTA for inspection upon request. Each employee shall be assigned a unique employee number for purposes of comment tracking and/or special incident investigations.

3.2.2 Accidents

The CONTRACTOR shall be responsible for ensuring that all accidents and/or incidents occurring on Supplemental and Demand Response Services, along with any required supporting documentation, are reported to the appropriate PVRTA staff within the required timeline parameters.

3.2.3 Collection of Fares

The Supplemental and Demand Response providers shall collect fares for service as established by the PVRTA. These fares can be collected in cash, coupons or other media from each passenger.

3.2.4 Drug and Alcohol Testing

The CONTRACTOR shall be responsible for ensuring that the Supplemental and Demand Response providers comply with all requirements of the Federal Transit Administration in regard to the testing of safety sensitive employees for drug and alcohol use

3.2.5 Complaints

The CONTRACTOR shall be responsible for investigating and resolving complaints made regarding services delivered by Supplemental and Demand Response services, utilizing the same timeline pertaining to dedicated vehicle service. All drivers assigned to Supplemental and Demand Response services are required to have an identification number for the purposes of tracking service comments received from PVRTA users.

3.2.6 Vehicles

The CONTRACTOR shall be responsible to supply all vehicles required for the performance of the Supplemental and Demand Response services provided by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR may utilize the vehicles from PVTA described in **ATTACHMENT 2, Fleet Schedule and Equipment List** to partially meet these requirements. Wheelchair accessible vehicles shall be available within the same service parameters (e.g. response time) as the CONTRACTOR'S service to ambulatory passengers. The CONTRACTOR shall maintain a sufficient number of operational accessible vehicles acceptable to PVTA to meet PVTA's performance standards. The wheelchair accessible vehicles shall meet all ADA requirements.

3.2.7 Vehicle Standards

The determination of the number of vehicles required for service is the responsibility of the Supplemental and Demand Response provider. The Supplemental and Demand Response services provider shall provide an equipment list of all authorized vehicles proposed for use within this program monthly, which shall include, year, make, model, mileage, vehicle identification number (VIN) and seating capacity. All vehicles, at a minimum, must comply with Federal Motor Vehicle Standards (FMVSS) to be eligible for operation under this agreement.

All vehicles (including replacement vehicles) must:

- Display the PVTA placard while in service.
- Have a rear-view mirror and side-view mirrors mounted on both sides of the vehicle.
- Have a functioning interior light within the rider(s) compartment.
- Have functioning window and door mechanisms, which ensure that all access doors and windows are capable of being opened from the inside and outside and remain closed and secure during travel.
- Have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating distance in tenths of a mile.
- Be equipped with operational heating, ventilation and air conditioning systems.
- Have exteriors free of grime, oil or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle.
- Be equipped with hubcaps, wheel covers, or wheels designed so as not to require caps/covers so long as they do not detract from the overall appearance of the vehicle.
- Have all body molding in place, or if removed, holes must be filled and painted.
- Not have damaged or broken seats or protruding sharp edges.
- Have unobstructed vision on all sides of vehicle.
- Be equipped with an operable two-way mobile radio, cell phone, or any other two-way communication system, which affords contact with the vehicle during all hours of operation. Pagers are not an acceptable substitute. If portable radio/cell

phone communication systems are used, drivers must be provided with and use "hands-free" radio accessories.

- Meet all safety and mechanical standards established by the local codes, California State statutes and Federal regulations, if any, and have passed all required inspections.
- Not have vehicle leaks of any kind, including fumes.
- Be equipped with a functioning horn.
- Seat belts must be provided and maintained in working order for all vehicle seats and a sign shall be prominently displayed advising passengers that seat belt use is required.
- Drivers and passengers must be secured in seats with seat belts at all times the vehicle is in operation subject to compliance with ADA requirements.
- Vehicles which provide transportation to persons utilizing a wheelchair shall have wheelchair tie down straps and effective devices to secure each wheelchair using a 4-point tie down and each rider using a lap belt and shoulder harness. While in service, each lift/ramp-equipped vehicle must maintain on-board a sufficient number of chair and rider tie-downs to meet a given vehicle's maximum wheelchair passenger capacity. Tie down straps shall not be left on the vehicle floor when not in use and shall be kept clean and well maintained.
- Have backup to all lift capacity. The lift shall incorporate an emergency method of deploying; lowering to ground level with a lift occupant, and raising and stowing the empty lift if the power to the lift fails.
- Lifts and other installed accessories including radios shall be maintained in accordance with the recommendations of the respective manufacturer.
- All vehicles shall be maintained in good overall operating condition.
- Each van vehicle (as opposed to sedan or similar) shall be equipped with a fully charged, certified and non-expired fire extinguisher of the proper type for the vehicle.
- Each vehicle shall be weather-tight and free of water leaks.
- Vehicles may be inspected at any time. A vehicle is subject to immediate removal from service if deemed unsafe or otherwise in violation of safety standards.
- Drivers and passengers shall not be allowed to smoke in the vehicle and a sign shall be prominently posted inside the vehicle-advising passengers of this prohibition.
- Any fines incurred in the operation of the vehicle, including parking violations, shall be the sole responsibility of the Supplemental and Demand Response services provider.
- All vehicle sizes and types are subject to the prior approval of CONTRACTOR. Approval considerations shall include such matters as, overall vehicle size, interior seating area, and passenger comfort, adequacy of trunk space for storage of mobility aids, lift size, and overhead clearances.
- Provider shall ensure that the driver or maintenance personnel daily test all safety and securement components prior to engaging vehicle in service, defects are

noted, and that all defects identified are corrected in accordance with manufacturer's specifications prior to vehicle being placed in service.

- A service animal will be considered a passenger for vehicle capacity purposes.

3.2.8. Dedicated Drivers and Vehicles in Supplemental and Demand Response Service

PVTA may request the Contractor or its subcontractors provide drivers and vehicles dedicated to the PVTA Supplemental and Demand Response service. These dedicated vehicles shall operate only in PVTA service and shall not accept trips for other services during their dedicated shift. PVTA shall compensate the contractor for dedicated vehicles and drivers at a rate per vehicle service hour. Rides provided by the dedicated driver may be included in the CONTRACTOR'S per trip service billings to PVTA. The number and hours of service for dedicated drivers and vehicles shall be determined by PVTA and may be adjusted periodically by PVTA to meet service needs. PVTA will initially authorize three (3) dedicated drivers and vehicles of eight (8) hours. PVTA shall have the right of approval of personnel selected to serve as dedicated drivers.

3.3 Service Standards-All PVTA Services

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. During the first 90 days of this agreement no penalties will be assessed by PVTA.

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 PVTA 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 PVTA to correct deficiencies in performance. Should deficiencies persist, PVTA 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 PVTA's standards and any potential payment deductions associated with failure to meet the standards.

PVTA SERVICE STANDARDS

Performance Criteria	Standard	Deduction	Service
1. On-Time Performance	>90% - Dedicated Vehicle Service	\$2500 per month for each month <85%	Get About
1a.	>90% Supplemental & Demand Service	\$1,000.00 per month for any supplemental or demand service <90%	Supplemental & Demand Service
2. Productivity	>3.6 Passenger Trip per Vehicle Revenue Hour	Billable VRH Limited based on productivity and on-time performance	Get About
3. Average Wait-Time (time between a demand service request and a pick-up)	<30 minutes		All Services
4. Average Ride Time	<30		All Services
5. Rides Over 60 minutes	<2%		All Services
6. No-Shows	<4%		All Services
7. Average Hold Time (Reservation)	<75 sec.	\$50 for every day of >120 sec hold time	All Services
Minimum # GPPV drivers	> 10		All Service
8. Valid Complaints	<2per month	\$500 >5 per month	Get About
9. Maximum Referrals to Get About Supplemental Service	<1900 per month (unless pre-approved by PVTA)		Get About
10. CHP Terminal Inspection Dedicated Vehicles	Satisfactory rating	\$5,000 for Unsatisfactory rating	All Services
11. Wheelchair Availability	No wheelchair lift failure in service	\$250.00 per failure	All Services
12. Preventive Maintenance for all PVTA supplied vehicles	PMI within 3,000 miles	\$200.00 per PMI later than every 3,500 miles	All Services
13. Uniforms	All drivers required to wear proper uniforms		All Services

3.4 PVTA Transportation Services Operating Standards

The CONTRACTOR shall be responsible for ensuring that all services are operated in accordance with the following operating standards, requirements and procedures:

- Passengers shall at all times be rendered safe, courteous service in accordance with all

applicable laws, ordinances and regulations.

- Shared rides must be utilized whenever possible.
- A fully accessible vehicle must be used as required for passengers in wheelchairs or other mobility devices who require transportation. Transferring/carrying individuals from wheelchairs to the seat of a vehicle is strongly discouraged, except for a rider who can transfer without any assistance and who requests service in a non-accessible vehicle.
- Services are provided to PVTA-eligible passengers only. Unauthorized passengers are not to be transported while operating PVTA services.
- The Supplemental and Demand Response providers shall inform the CONTRACTOR of any difficulties experienced in transporting a rider, whether related to safety, behavior, or other reason.
- Drivers may not refuse transport of any person or persons who is traveling with a "service animal." The term "service animal" is legally defined in the Americans with Disabilities Act of 1990 (ADA), in the regulations for Title III, as an animal "individually trained to do work or perform tasks for the benefit of an individual with a disability."
- Transportation may be refused to any person or persons who are a threat to the health, safety, or welfare of transportation staff or other passengers due to consumer's violent, seriously disruptive or illegal conduct. The Supplemental and Demand Response provider must consult with CONTRACTOR prior to any refusal of service to any consumer except in emergency situations where safety dictates immediate action.
- Upon rider request, an Estimated Time of Arrival (ETA) for all late vehicles will be provided.
- The service providers shall ensure that riders are picked up within the established on-time pick up window based on the pickup time provided to the rider by the CONTRACTOR. The driver must contact the dispatcher before leaving a designated location without picking up the rider(s), and when encountering problems such as rider(s) not being ready, rider(s) not waiting at the designated pickup location, incorrect addresses or addresses which are inaccessible to wheelchairs. If the driver arrives at the pickup location at, within or after the service window and the rider is not there, he or she must wait five (5) minutes past the arrival time before contacting the dispatcher for authorization to leave. Dispatch staff must attempt to reach the rider and verify that the rider is a bona-fide no-show and only then release the driver. Rider(s) cannot be required to leave prior to the scheduled pickup service window start time but may choose to do so at the rider(s)' discretion. Drivers arriving before the scheduled pickup service window must wait five (5) minutes past the window start time before requesting authorization to leave without the rider. If it is determined that an apparent no-show was not the rider's fault, a driver must be dispatched back to pick up the rider immediately.
- Service providers shall be responsible for compliance with any and all requirements for the provision of child restraint devices. The CONTRACTOR will determine if child restraint devices are required for the rider or companion during the reservation process. If the passenger does not have proper child restraint devices at the time of pick up, the

trip shall be marked as a "Cancel at the Door."

- Emergency Calls. All in-service emergency calls to the police, 911 or an ambulance, as appropriate. In such cases service providers will notify the CONTRACTOR immediately.
- Damage to Wheelchairs. Provider shall be responsible for and remedy any damage caused to a wheelchair or other customer mobility device that occurs in its operations.

3.5 PVTA Incentive Program Dedicated Vehicle Services

PVTA has established a performance incentive program for drivers, dispatchers, mechanics and managers of the Dedicated Vehicle service. 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
92% or above	3.6 or higher	\$150
90% or above and less than 92%	3.6 or higher	\$125

3. A mechanic's incentive of up to \$500.00 based on fleet inspections by PVTA's third party auditor and the CHP terminal inspections. The amount of the incentive payment shall be determined by the PVTA.
4. A managerial incentive of up to \$750.00 per quarter. The managerial incentive will be based on an evaluation of management performance by the PVTA Administrator. The amount of the incentive shall be determined by PVTA.

3.6 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 PVTA 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 Scope of Work or established by the PVTa. 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 PVTa, the CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance, and social security. The CONTRACTOR shall hold harmless the PVTa 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 PVTa transit vehicle and service operations.

CONTRACTOR shall develop, implement, and maintain an employee substance abuse/alcohol abuse-testing program, subject to PVTa approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and control of PVTa 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.

3.6.1 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; fare 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.

3.6.2 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 in PVTA service 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 in the Dedicated Vehicle Service shall be bilingual. At least three 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. The CONTRACTOR'S staffing plan shall provide sufficient training resources to ensure an adequate number of properly trained drivers and other personnel to staff PVTA operations. The

CONTRACTOR'S personnel management shall provide for the proper level of road supervision of the PVTA transportation services.

3.6.3 Union Representation

The drivers and staff of the current dedicated vehicle service provider are represented by the Amalgamated Transit Union.

3.6.4 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 alternate 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 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 being proposed 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.

3.6.5 Operations Manager

The CONTRACTOR shall designate an Operations Manager to assist the Project Manager in carrying out all activities relative to PVTA operations. Appointment of the Operations Manager shall be subject to the approval of PVTA.

3.6.6 Reservation and Dispatch Personnel

CONTRACTOR shall provide trained personnel to answer telephone requests for service beginning one-half hour prior to the startup of service each day until the return of the last revenue vehicle to the CONTRACTOR's facility. For the Claremont Dial-a-Ride and San Dimas

Dial-a-Cab, a reservations capability shall be provided 24-hours a day, 7-days a week. CONTRACTOR shall provide an adequate number of reservation and dispatch personnel to receive calls, schedule trips, dispatch rides to vehicles. Dispatch staff will also be responsible to assign trips for performance by the appropriate service provider and to promptly and accurately transmit said requests to this provider. 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.

Reservation and dispatch personnel shall be adequately trained in the operations of the scheduling and dispatch software. 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. The CONTRACTOR shall designate a lead dispatcher familiar with the operations and characteristics of PVRTA services as well as the scheduling and dispatch

3.6.7 Driver Standards and Duties

All drivers in PVRTA service shall:

- Be a licensed driver for a minimum of three (3) years, speak and understand English and be at least 21 years old.
- Perform their duties with due regard for the safety, comfort and convenience of riders and their property.
- For ambulatory wheelchair transferable riders, assist riders by opening the vehicle door, placing the wheelchair near the door, offering a steadying arm and allowing riders to transfer to a seat when entering the vehicle and to a wheelchair when departing the vehicle. Driver shall assure that the wheelchair wheels are in a locked position when assisting the customer in or out of the wheelchair. The wheelchair is to be safely and securely stored in the trunk or interior of the vehicle or properly tied down. Contractor shall be responsible for any damage caused to a wheelchair or other mobility device which occurs in the provision of service.
- Prior to daily service start, ensure that wheelchair service vehicles have a sufficient number of wheelchair tie down straps and rider securement devices to secure wheelchair riders in accordance with ADA regulations. A sufficient number of wheelchair and rider securement devices are defined as the maximum wheelchair rider capacity for the individual vehicle. Wheelchair riders must be secured in a forward facing position using a 4-point tie down for the wheelchair and a lap belt and shoulder harness for the wheelchair rider. The driver shall not secure wheelchair passengers in a sideways facing orientation. Tie down straps and lap/shoulder belts must be maintained in good condition, kept clean (so as not to soil the customer's clothes) and properly stored in an off the floor rack, cabinet or pouch when not in use and cannot be left on the vehicle floor.
- All drivers are required to confirm that the correct passenger is on-board prior to departing a pick-up location.
- All service providers will be responsible for supplying the CONTRACTOR with any operational data required for the preparation of reports or passenger surveys.

- Collect and safeguard all passenger fares.
- Comply with all applicable Federal, State and County laws, regulations and licensing requirements, including drug and alcohol testing.
- Have and maintain a current valid State of California Driver's License for the class of vehicle being operated and complete all training requirements. Provide notification to designated supervisor and/or management if their license has been suspended, revoked, or canceled. Said notification must occur before the end of the business day if not operating a vehicle that day, and prior to operating a vehicle, if scheduled to work, following such loss of privilege.
- Contact dispatch before leaving a designated location, without picking up the rider(s), and when encountering problems such as rider(s) not being ready, rider(s) not waiting at the designated pickup location, incorrect addresses or addresses which are inaccessible to wheelchairs. If the driver arrives at the pickup location at, within or after the service window, and the rider is not there, he or she must wait five (5) minutes past the arrival time before contacting the dispatcher for authorization to leave. Rider(s) cannot be required to leave prior to the scheduled pickup service window start time but may choose to do so at the rider's discretion. Drivers arriving before the scheduled pickup service window must wait five (5) minutes past the window start time before requesting authorization to leave without the rider.
- Have and maintain a good driving record.
- Get out of the vehicle and open and close vehicle door when riders enter or exit the vehicle. Provide additional assistance to or from the main entrance of the place of origin to the vehicle and from the vehicle to the main door of the place of destination.
- Appropriately announce their presence at the specified entrance (indicated on the trip ticket or manifest) of the building of trip origin in an attempt to locate the rider(s), if the rider(s) does not appear for the pickup at the scheduled time. Sounding horn does not constitute an appropriate announcement and is prohibited,
- Wear clothing which is clean and neat in appearance. Supplemental and Demand Response drivers will be required to wear the following basic uniform: Solid color button down shirt, black pants and black shoes.
- No playing of audio/visual equipment in vehicles will be allowed unless such equipment is used by a passenger with a headset and kept at a level not audible to other passengers or the driver. Drivers may not play audio or video equipment while passengers are in the vehicle.
- Provide written reports of accidents or incidents that occur within 24 hours of the occurrence.

CONTRACTOR shall ensure that drivers do not engage in any of the following activities when providing services:

- Use of intoxicating liquors, narcotics or controlled substances of any kind (excluding doctor's prescriptions which do not impair driver's driving ability and for which an operator has advised his/her supervisor of its use in accordance with requirements of Motor Carrier Safety Regulations (49 CFR 391.41—391.49)) while on duty or reporting

for duty; or while under the influence of liquors, narcotics or controlled substance of any kind (excluding doctors' prescriptions which do not impair driver's driving ability and for which an operator has advised his/her supervisor of its use in accordance with requirements of Motor Carrier Safety Regulations (49 CFR 391.41—391.49)).

- Gambling in any form.
- Smoking and other uses of tobacco while on duty except in places or at times designated for that purpose. No smoking is permitted in any service vehicle at any time.
- Carrying of pistols, firearms or concealed weapons.
- Resorting to abuse or physical violence to settle a dispute with a fellow driver, rider(s) or the general public while on duty.
- Spitting or urinating in inappropriate places or any other unsanitary, offensive or insensitive practices or behavior.
- Use of loud, threatening, indecent or profane language and/or making threatening or obscene gestures toward riders or others.
- Physically touching and/or assisting a client without first obtaining the client's permission to do so.
- Unprofessional conversation, behavior, jokes, or comments which can be construed as sexual harassment or offensive to others.
- Entering a rider's home.
- The use of a personal cell phone when passengers are in the vehicle, other than in communication with Provider or for other purposes expressly anticipated by this Agreement; PDAs issued by the Provider are acceptable.
- Playing any entertainment radio or other person audio equipment when passengers are in the vehicle.

Complaints against drivers' and or dispatchers' behavior will be received by the PVTa. Drivers or other service personnel or subcontractors or their personnel who accumulate five (5) valid complaints, placed by five (5) different customers, in any 12 month period may be removed from the program.

CONTRACTOR shall ensure that a criminal background check is performed on all service personnel prior to their hire for any position involving contact with PVTa customers. No individual performing under this contract or a subcontract hereof may have ever been convicted of a felony (any degree) including but not limited to sex offenses, armed robbery, robbery, forgery, fraud, conspiracy to commit a felony, assault, illegal firearms possession, arson, murder, etc.; have been convicted of any misdemeanor involving violent behavior toward any person or sexual misconduct, or convicted of driving while intoxicated or driving under the influence of alcohol or drugs in the past five years.

Service providers shall provide the CONTRACTOR with a list of all drivers performing transportation services prior to permitting a driver to operate in service. An updated list will be provided monthly and/or as requested. All newly hired drivers providing services will have no more than three (3) moving violation points on their State drivers and/or chauffeurs license within the last three (3) years. Providers shall obtain and maintain on file a copy of the

California Motor Vehicle Report for each driver to be used and, if required by state or local law, rule or ordinance, a copy of any applicable Certificate of Transportation, and/or Certificate of Public Convenience and Necessity for each vehicle to be used to provide transportation service. Any driver found not in conformity with these requirements must be removed from providing service.

Evidence of compliance with all driver standards, including but not limited to training, background investigation, and licensing requirements shall be provided to the CONTRACTOR prior to the driver being placed into service under the program.

Service providers shall require all drivers to undergo and pass a background investigation as a condition of being placed into service under the program based on the PVTA approval criteria. Results of these investigations and driver application shall become a part of the driver's official file and available for CONTRACTOR or PVTA review upon request, except to the extent already maintained by PVTA. No driver shall have a history of DUI, DWI, reckless driving, leaving the scene of an accident or any other conviction for serious driving offenses. Service providers shall, prior to a driver being placed into service under the program, ensure that a DOJ fingerprint background check has been obtained. Motor Vehicle Reports shall be reviewed bi-annually for all program drivers to ensure that all of the requirements for newly hired drivers are applicable to all drivers at the time of each bi-annual review. Any driver determined to not be in compliance with the requirements stated in this paragraph shall immediately be removed from service.

3.6.8 Dedicated Vehicle Service Drivers

All drivers shall be certified as having completed CONTRACTOR's formal training course for new vehicle operators as approved by PVTA 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 PVTA 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 PVTA. 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 Ride Reservation, Vehicle Scheduling and Dispatch System

The 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. CONTRACTOR scheduling and dispatch systems shall be integrated in such a way as to allow seamless communication between the CONTRACTOR and any subcontractors providing PVRTA service. The CONTRACTOR shall be responsible to monitor rider conduct, including number of no-shows by rider and make recommendation to PVRTA regarding possible corrective actions. The CONTRACTOR shall provide all required hardware and software for the operation of the scheduling and dispatch system.

3.8 Telephone Reservation and Information System

Except for the phone equipment available from PVRTA described in Section 2.3.3, 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 the capability to receive and accommodate telephone calls from callers with limited English proficiency (predominantly Spanish speaking) during all hours when service reservations may be made. CONTRACTOR shall provide sufficient phone lines for the reservation function. CONTRACTOR shall bear all applicable tolls and charges associated with maintaining and operating the reservation phone lines and equipment. Upon termination of the contract, all phone numbers will be released to PVRTA upon request. The CONTRACTOR shall provide adequate office phone lines to facilitate communication between CONTRACTOR's Project Manager and the PVRTA.

3.9 Fare Policy and Handling

Fares shall be determined by the 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 and or fare cards. 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 supervisory functions.

All fares collected in the performance of PVTA services shall be the property of the Pomona Valley Transportation Authority. All fares including tickets and coupons shall be collected by the operator and recorded daily, reported to the Pomona Valley Transportation Authority monthly. The amount of the collected fares must correspond to the reported number of passengers carried.

The Project Manager shall retain all tickets and coupons and 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 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 Safety Program

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operations personnel, and 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.

3.11 Road Supervision

CONTRACTOR shall provide road supervision as necessary to monitor drivers and vehicles, assist drivers in revenue service, and respond to accidents/incidents.

3.12 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.

3.13 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 responding to such incidents. To the extent that 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 described. Further, CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities over and above the usual compensation, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by CONTRACTOR and the PVTA following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

3.14 Operations and Maintenance Facility

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

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

- A location that is located within the PVTA service area or within 5 miles of the PVTA service area and which has been agreed to in writing by PVTA.
- 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, scheduling/dispatch equipment, adequate desks, tables, chairs, and other equipment as may be appropriate.
- An adequate drivers' room
- 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.

4.0 CONTRACTOR's Maintenance Responsibilities

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of 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 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 PVRTA 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 PVRTA transportation services in a clean, safe, sound, and operable condition at all times, and fully in accordance with any manufacturer-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 Management and Personnel

4.2.1 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 PVTA services.

Should the services of the Maintenance Manager become unavailable to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to PVTA 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. PVTA shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Maintenance Manager.

4.2.2 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 vehicles in PVTA service.

Maintenance personnel assigned to work on PVTA, 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

4.3 Preventive Maintenance

Vehicle preventive maintenance for all vehicles in PVTa service must be performed in accordance with vehicle manufacturer's recommended Preventive Maintenance Inspection (PMI) requirements. Service providers shall develop a preventive maintenance plan and maintain records which detail the work performed for each vehicle inspection. These records must be available for review by PVTa. Such records shall be available during vehicle inspections, post accidents, or as needed. The objectives of the maintenance program are to reduce unscheduled maintenance time and road failures through comprehensive, scheduled, preventive maintenance, which encompasses inspections, repairs, oil and filter changes and engine and transmission performance analysis.

Vehicle repairs and servicing shall be performed by technicians in certified maintenance facilities that utilize the latest technologies, tools and electronic diagnostic equipment. Supplemental and Demand Response service provider is responsible to ensure adequate technical training and appropriate technician certifications are available for review and approval. CONTRACTOR shall document and submit a proactive preventive maintenance program for review and approval by PVTa prior to the effective date of this AGREEMENT.

4.3.1 Preventive Maintenance Requirements for PVTa and City of Claremont Vehicles

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 PVTa 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 for all PVTa and City of Claremont vehicles 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 PVTa. 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 PVTA.

4.4 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 PVTA and City of Claremont vehicles and equipment shall meet or exceed OEM Specifications and requirements.

4.5 Daily Vehicle Servicing and Safety Checks

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

- Fueling
- Engine oil level;
- Transmission fluid level;
- Radiator/Reservoir coolant level;
- Power steering fluid level;
- Windshield wipers/Washers;
- Tire wear and tire inflation levels;
- Directional signals and flashers;
- Headlights;
- Brakes and lights;
- Parking brake;

- Mirrors for damage and properly set;
- Horn operation;
- Heater/Air conditioner;
- Gauges; temperature, fuel, charging, oil pressure;
- Speedometer/Trip meter;
- Ignition key/Fob;
- Check for leaks under the vehicle;
- Check inside engine compartment for leaks or loose items;
- Seatbelts;
- Windows open and close as per manufacturer specifications;
- Windshield free from cracks;
- Lifts/Ramps (as applicable);
- Fire extinguisher on board, fully charged, certified and easily accessible;
- Wheels, tires and lug nuts;
- Interior sweeping and dusting
- Exterior and interior visual inspection

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 PVTA review. This checklist requirement may incorporate or supplement CHP-required driver's pre-trip safety inspections.

4.6 Maintenance Evaluations and Random Vehicle Safety Inspections

All vehicles within the program and vehicles added later are subject to random safety inspections for mechanical and regulatory compliance. Random vehicle safety inspections will include the daily checklist; particularly with regards to the inspection of all safety equipment. Failure to maintain vehicles in accordance with Federal Motor Vehicle Safety Standards (FMVSS) and client requirements will not be allowed to provide service until vehicle is in compliance and verified by the CONTRACTOR.

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.

4.7 Vehicle Cleanliness, Aesthetics Requirements

To facilitate customer service, it is imperative all vehicles in PVTA service remain clean and free from body damage (other than minor scratches). If vehicles are inspected by CONTRACTOR and/or PVTA or PVTA designate and found not in compliance with vehicle cleanliness/aesthetic requirements, written notice will be served. Vehicles not brought up to standard within 7-days may be subject to removal from service.

The exterior of each vehicle shall be cleaned at least once a week unless inclement weather dictates additional cleaning. Vehicle interiors shall be cleaned on a daily basis. The daily cleaning will consist of, at minimum:

1. Carpets, floors and upholstery dry and free of dirt, debris, stains, rips, or holes;
2. Dashboard clean and free of cracks;
3. Seatbelts clean and fully operational;
4. Interior free of any unpleasant or overpowering odors;
5. Clean inside of all windows, removing all dust and fingerprints;
6. Doors and armrest clean;
7. Crevices clean and free of debris;
8. Operator identification properly displayed and easily viewed;
9. Client placard visibly displayed; and
10. Removal/repair of graffiti damage;

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.

4.7.1 Cleaning of PVTA and City of Claremont Vehicles

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.

4.8 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 provide a monthly report to PVTA detailing gallons dispensed and miles per gallon for each vehicle in PVTA service.

Vehicle fueling is the responsibility of all service providers and shall be performed prior to entering revenue service. Fueling with passengers onboard is strictly prohibited.

4.9 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

4.10 California Highway Patrol Inspection

The CONTRACTOR must make all vehicles subject to inspection by the California Highway Patrol (CHP) available 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.

4.11 Receipt and Return of Vehicles

CONTRACTOR shall acknowledge receipt of the vehicles and equipment listed in **Attachment 2**, 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.

4.12 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.

4.13 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 with 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.

4.14 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.
- 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.

4.15 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 for PVTa and City of Claremont vehicles 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.

4.16 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 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 the Agreement, Management, Operations and Maintenance Services for Pomona Valley Transportation Authority Transportation Services.

5.1 Compliance with Federal Transit Administration Requirements

Some of the vehicles provided to the CONTRACTOR for the performance of the services described in this Agreement were purchased with financial assistance from the Federal Transit Administration (FTA). Financial assistance for a portion of the services described in this Scope of Work are provided using FTA 5317 and 5310 funds from the FTA. The AGREEMENT between PVTA and the CONTRACTOR will be subject to any financial assistance contracts 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.

5.2 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.

5.3 Department of Motor Vehicles Pull Notice Program

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

5.4 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.

6.0 Records and Reporting

6.1 General Provisions

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for PVTA under this Agreement 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.

6.2 Operational Data

CONTRACTOR shall collect, record and report to PVTA all operational data required by the PVTA in a format approved by PVTA. PVTA makes use of the TransTrack data management system, The CONTRACTOR shall be responsible to load required operational data into the TransTrack system. 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 25 most popular destinations for each PVRTA service, counts for popular destinations by city of residence
- Total vehicle miles as defined by NTD
- Vehicle revenue miles per NTD
- Total vehicle hours per NTD
- Vehicle revenue hours per NTD
- Fares collected
- 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

Monthly reports shall include all monthly maintenance section of this Scope of Work's requirements including washing and cleaning reports. The CONTRACTOR shall provide the PVRTA 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.

6.3 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. PVRTA and the City of Claremont are required by their funding sources to submit accurate National Transit Database 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.

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.

6.4 Daily Records

1. Vehicle records shall be maintained 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 records shall be submitted to PVRTA monthly no later than 30 days after end of the month. Said records are to be submitted in the form specified by PVRTA. Appropriate summary documents shall be included.
2. Dispatch records 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 the 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.

6.5 Monthly Summaries

The CONTRACTOR shall prepare and submit to the PVRTA 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 collected by the operator.
- Daily operator and dispatcher records 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 PVRTA no later than the next working day following CONTRACTOR's receipt of complaint.

6.6 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 PVRTA 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.

6.7 Daily Operating Summary

Not later than 5:00 p.m. of the following weekday, the CONTRACTOR shall provide 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 of the dedicated vehicle service;
- Down vehicle listing of PVTA and City of Claremont vehicles 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 PVTA; and

6.8 Reporting Requirements for FTA 5310 vehicles

Vehicles provided to PVTA via FTA 5310 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

7.0 Service Transition

At the initiation of this contract and should management and operation of PVTA's transportation services be transferred in the future to another management firm or entity, a smooth, seamless transition that is as transparent to PVTA'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 PVTA 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 May 15 2020.
3. Retention of current drivers and staff is significant concern for the PVTA. It is the PVTA'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.

ATTACHMENT 1
FEDERAL CONTRACT CLAUSES
February 4, 2020

[Numbering of clauses and clause language is based on FTA Report No. 0105, FTA
Best Practices Procurement and Lessons Learned Manual, October 2016.]

1. ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

6. CHARTER SERVICES

The contractor agrees to comply with 49 U.S.C 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance and prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323 (d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing,

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees:

1. It will not use any violating facilities;

2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution control Act as amended, (33 U.S.C. §§1251 -1387)

8. CIVIL RIGHTS AND EQUAL OPPORTUNITY

AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of the Act, 40 U.S.C. §3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates and wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employee during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

11. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 D.F.F. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY it is later determined by the AGENCY the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2C.F.R. part 180, subpart C, as supplemented by 2C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

19. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements.** The conditions of 49 U.S.C § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

20. RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered

21. SAFE OPERATION OF MOTOR VEHICLES

Seat Belts Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

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

22. SCHOOL BUS OPERATIONS

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
 2. Require the Contractor to take such remedial measure as FTA considers appropriate.
- When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

24. SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or AGENCY to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). 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.

25. TERMINATION

Termination for Convenience

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Opportunity to Cure

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

Waiver of Remedies for any Breach

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

26. VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

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

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

27. LOBBYING RESTRICTIONS

CONTRACTOR, by executing the underlying Agreement, certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**AMENDMENT OF AGREEMENT
AMENDMENT NO. 1**

THIS AMENDMENT to a previous Agreement is made this 8th day of September 2021 by and between the Pomona Valley Transportation Authority, hereinafter referred to as "PVTA" and First Transit Inc. hereinafter referred to as "CONTRACTOR".

WITNESSTH:

WHEREAS, PVTA and CONTRACTOR entered into a prior Agreement on the 12th day of February 2020 for the provision of management, operations and maintenance services for its transportation projects; and

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

NOW THEREFORE, it is hereby agreed that the Agreement dated February 12, 2020 is amended in the following particulars only:

1. SECTION 15 PROVISION OF ECOLANE MOBILE APP shall be added to the Agreement and shall read:

15. Ecolane Mobile Application

15.1 Provision of Mobile Application

The CONTRACTOR shall secure and provide to PVTA the Ecolane Mobile Application. The application shall be provided in accordance with the letter quotation provided by the CONTRACTOR dated September 17, 2021, and the **Specific Mobile App Modifications, Pomona Valley Transportation Authority, FIRST AMENDMENT TO FIRST TRANSIT, INC. Pomona Valley Transportation Authority Software Licensing and Services Agreement** dated August 27, 2021, attached, and incorporated by reference.

15.2 Payment for Mobile Application

PVTA agrees to pay the CONTRACTOR for the provision of the Ecolane Mobile App in accordance with the following schedule:

- A payment of \$67,267.50 upon the system set up of the Ecolane Mobile App.

- A payment of \$17,938.00 upon the completion of training for the Ecolane Mobile App.
- A payment of \$4,484.50 upon system acceptance by PVTa.
- An annual licensing fee of \$5,999.00 beginning October 1, 2022, and continuing for the life of this Agreement including any extensions thereof and for as long as PVTa is utilizing the Ecolane Mobile App.

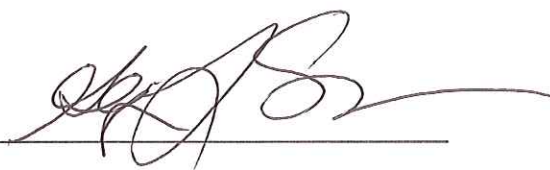
PVTa reserves the right to assume the license for the Ecolane scheduling software and the Ecolane Mobile App upon the end of the agreement between PVTa and the CONTRACTOR.

2. All Other provisions and requirements in the Agreement dated February 12, 2020, remain unchanged.

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

**POMONA VALLEY
TRANSPORTATION AUTHORITY**

FIRST TRANSIT INC.

By 

By 

Title Administrator

Title President

Date 10/11/2021

Date October 4, 2021

**AMENDMENT OF AGREEMENT
AMENDMENT NO. 2**

THIS AMENDMENT to a previous Agreement is made this 13th day of April 2022 by and between the Pomona Valley Transportation Authority, hereinafter referred to as "PVTA" and First Transit Inc. hereinafter referred to as "CONTRACTOR".

WITNESSTH:

WHEREAS, PVTA and CONTRACTOR entered into a prior Agreement on the 12th day of February 2020 for the provision of management, operations and maintenance services for its transportation projects; and

WHEREAS, PVTA and CONTRACTOR amended said agreement on September 8, 2021.

WHEREAS, the impact of the COVID pandemic has limited the ability to recruit a sufficient number of vehicle operators and other service personnel to meet the requirements of PVTA's transportation services. PVTA and the CONTRACTOR desire to increase compensation for vehicle operators and other service personnel to secure a sufficient number of said personnel. PVTA and CONTRACTOR desire modify said prior Agreement as amended.

NOW THEREFORE, it is hereby agreed that the Agreement dated February 12, 2020 as subsequently amended is further amended in the following particulars only:

1. **SECTION 8.1.2 Fixed Hourly Rate-Dedicated Vehicle Services** shall be amended to read:

2. **Fixed Hourly Rate-Dedicated Vehicle Services:** A Fixed Hourly Rate for Dedicated Vehicle Services of:

- a) \$43.45 per Vehicle Revenue Hour for the period July 1, 2020, through June 30, 2021.
- b) \$45.21 per Vehicle Revenue Hour for the period July 1, 2021, through April 30, 2022.
- c) \$47.83 per Vehicle Revenue Hour for the period May 1, 2022, through June 30, 2022.
- d) \$49.54 per Vehicle Revenue Hour for the period July 1, 2022, through June 30, 2023.
- d) \$51.22 per Vehicle Revenue Hour for the period July 1, 2023, through June 30, 2024.

For dedicated vehicle service, as defined in Exhibit A, Scope of Work, 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 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.

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.

In the case where a CONTRACTOR-operated vehicle leaves Get About service to provide Claremont or Pomona Group services or if a CONTRACTOR-operated vehicle providing Claremont or Pomona Group services 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.

2. **SECTION 8.1.4 Payment Rates-Supplemental and Demand Response Services** shall be amended to read:

4. **Payment Rates-Supplemental and Demand Response Services** PVRTA will compensate the CONTRACTOR for the provision of Supplemental and Demand Response Services as defined in Exhibit A, Scope of Work in accordance with the following schedule:

a. **Rate for Get About Supplemental Service**

- 1) \$20.52 per passenger trip for the period July 1, 2020 through June 30, 2021.
- 2) \$21.14 per passenger trip for the period July 1, 2021 through April 30, 2022.
- 3) \$22.20 per passenger trip for the period May 1, 2022 through June 30, 2022.

- 4) \$22.85 per passenger trip for the period July 1, 2022 through June 30, 2023.
 - 5) \$23.54 per passenger trip for the period July 1, 2023 through June 30, 2024.
- b. Rate for Claremont Dial-a-Ride Demand Response Service**
- 1) \$9.98 per passenger trip for the period July 1, 2020 through June 30, 2021.
 - 2) \$10.28 per passenger trip for the period July 1, 2021 through April 30, 2022.
 - 3) \$10.79 per passenger trip for the period May 1, 2022 through June 30, 2022.
 - 4) \$11.12 per passenger trip for the period July 1, 2022 through June 30, 2023.
 - 5) \$11.45 per passenger trip for the period July 1, 2023 through June 30, 2024.
- c. Rate for San Dimas Dial-A-Cab Service**
- 1) \$13.38 per passenger trip for the period July 1, 2020 through June 30, 2021.
 - 2) \$13.78 per passenger trip for the period July 1, 2021 through April 30, 2022.
 - 3) \$14.47 per passenger trip for the period May 1, 2022 through June 30, 2022.
 - 4) \$14.90 per passenger trip for the period July 1, 2022 through June 30, 2023.
 - 5) \$15.35 per passenger trip for the period July 1, 2023 through June 30, 2024.
- d. Rate for Get About Ready Now**
- 1) \$15.08 per passenger trip for the period July 1, 2020 through June 30, 2021.
 - 2) \$15.53 per passenger trip for the period July 1, 2021 through April 30, 2022.
 - 3) \$16.30 per passenger trip for the period May 1, 2022 through June 30, 2022.
 - 4) \$16.80 per passenger trip for the period July 1, 2022 through June 30, 2023.
 - 5) \$17.30 per passenger trip for the period July 1, 2023 through June 30, 2024.
- e. Rate for Get About One Step Over the Line**
- 1) \$3.50 per revenue mile for the period July 1, 2020 through June 30, 2021.
 - 2) \$3.61 per revenue mile for the period July 1, 2021 through April 30, 2022.
 - 3) \$3.79 per revenue mile for the period May 1, 2022 through June 30, 2022.
 - 4) \$3.91 per revenue mile for the period July 1, 2022 through June 30, 2023.
 - 5) \$4.03 per revenue miles for the period July 1, 2023 through June 30, 2024.
- f. Rate for Dedicated Vehicle Driver for Supplemental and Demand Response Services**
- The hourly rate for a dedicated driver and vehicle for Supplemental and Demand Response Service as defined in Exhibit A, Scope of Work. Said services must be authorized by PVRTA. In addition to the Vehicle Revenue Hour rate. PVRTA may be billed at the per trip rate for rides provided by the dedicated driver and vehicle.
- 1) \$26.00 per Vehicle Revenue Hour for the period July 1, 2020 through June 30, 2021.
 - 2) \$26.78 per Vehicle Revenue Hour for the period July 1, 2021 through April 30, 2022.
 - 3) \$28.12 per Vehicle Revenue Hour for the period May 1, 2022 through June 30, 2022.
 - 4) \$28.96 per Vehicle Revenue Hour for the period July 1, 2022 through June 30, 2023.
 - 5) \$29.83 per Vehicle Revenue Hour for the period July 1, 2023 through June 30, 2024.

g. Wheelchair Incentive

Additional fee for transporting a PVTA rider in supplemental and demand response service utilizing a wheelchair, scooter or equivalent mobility device.


\$3.00 per passenger trip by rider using a mobility device.

2. All Other provisions and requirements in the Agreement dated February 12, 2020 as amended, remain unchanged.

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

**POMONA VALLEY
TRANSPORTATION AUTHORITY**

By



Title

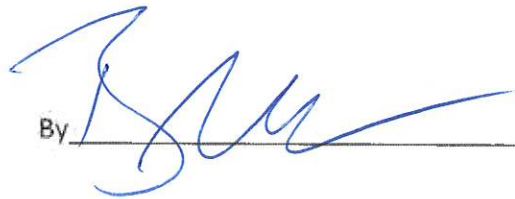
PVTA Chair

Date

4/13/22

FIRST TRANSIT INC.

By



Title

CEO, First Transit

Date

April 28, 2022