

EXHIBIT __

**AGREEMENT
FOR
MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES
BETWEEN
POMONA VALLEY TRANSPORTATION AUTHORITY
AND
TRANSDEV SERVICES INC.**

TABLE OF CONTENTS

1. Complete Agreement
2. PVTA Designee
3. Employment of the Contractor
4. Independent Contractor
5. Scope of Work
6. Incorporation by Reference
7. Changes in Scope of Work
 - o 7.1 Amendment
 - o 7.2 Minor Change
8. Payment
 - o 8.1 Price Formula
 - o 8.2 Fares
 - o 8.3 Deductions from Contract Payments
 - o 8.4 Rate Increases
9. Billings and Payments
10. Indemnification
11. Insurance
 - 11.1 Required Coverages
 - 11.2 Worker's Compensation
 - 11.3 General Liability
 - 11.4 Automobile Liability
 - 11.5 Cyber Liability & Additional Coverages
12. Term of Agreement
 - 12.1 Base Term
 - 12.2 Month-to-Month Extensions
 - 12.3 Option Terms
13. Termination
 - 13.1 Basis
 - 13.2 Compensation Upon Termination

EXHIBIT __

- 13.3 Transition to Future Contractor
- 14. Administration
 - 14.1 PVTA Responsibilities
 - 14.2 Control and Reporting
 - 14.3 Emergency Procedures
- 15. General Provisions
 - 15.1 Regulatory Requirements
 - 15.2 Conflict of Interest
 - 15.3 Compliance with Laws
 - 15.4 Notice and Communications
- 16. Federal and State Compliance
 - 16.1 Federal Transit Administration Terms
 - 16.2 DBE Contract Assurance
 - 16.3 Privacy Act Compliance

EXHIBIT __

This AGREEMENT for transportation management, operations and maintenance services is made and entered into this _____ day of ____ 2025, by and between the Pomona Valley Transportation Authority, a duly formed Cal. Joint Powers Authority consisting of the cities of Claremont, La Verne, Pomona and San Dimas, hereinafter referred to as "PVTA" and Transdev North America, a Delaware corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, 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 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

PVTA's CEO 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, after 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 PVTA transportation projects.

4. INDEPENDENT CONTRACTOR

EXHIBIT ____

CONTRACTOR'S relationship to PVTA in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall always 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 all obligations in connection with their employment are those of the CONTRACTOR and not of PVTA.

5. SCOPE OF WORK

The SCOPE OF WORK is set forth in Exhibit A entitled "PVTA TRANSPORTATION SERVICES; SCOPE OF WORK" dated June 10, 2024. PVTA may purchase additional services in accordance with 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 (Exhibit ____) are Exhibit A entitled "PVTA REQUEST FOR PROPOSALS" dated June 30, 2024, inclusive of all Exhibits, Attachments and all Addenda issued during this procurement, and Exhibit B, CONTRACTOR'S PROPOSAL, and the representations and warranties made by the CONTRACTOR'S proposal including CONTRACTOR'S Best and Final offer dated September 20, 2024.

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 and Exhibit A, the provisions of this AGREEMENT shall apply.

7. CHANGES IN SCOPE OF WORK

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

7.1 Amendment

EXHIBIT ____

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 duly executed by the parties to this AGREEMENT, shall constitute an amendment to this AGREEMENT.

7.2 Minor Change

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 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. 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 paragraph 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) \$193,599.30 per month for the period November 1, 2024, through June 30, 2025.
 Thereafter, the rates will be adjusted in accordance with this AGREEMENT, based on reported measures of inflation.

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

EXHIBIT __

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, Agreement.

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

a) \$99.91 per Vehicle Revenue Hour for the period November 1, 2024, through June 30, 2025. Thereafter, the rates will be adjusted in accordance with this AGREEMENT, based on reported measures of inflation. A Vehicle Revenue Hour for Dedicated Vehicle service shall be defined as the time from when a vehicle makes its first pick up through the time of the last drop off, excluding driver breaks and lunch breaks, fueling time, and downtime for road calls. Drive time to and from breaks and lunch breaks will also be excluded. CONTRACTOR

The total number of Vehicle Revenue Hours for Get About service will amount to a maximum of 25,000 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 1,250 Vehicle Revenue Hours annually.

3. **Fixed Hourly Rate, Additional Services, Dedicated Vehicle Services:** Additional services shall be provided by the CONTRACTOR upon request by PVRTA's CEO. Such services shall be considered extra services and PVRTA 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 services provided in accordance with the following schedule:

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

1) \$34.25 per passenger trip for the period November 1, 2024, through June 30, 2025.

Thereafter, the rates will be adjusted in accordance with this AGREEMENT, based on reported measures of inflation.

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

EXHIBIT __

1) \$17.49 per passenger trip for the period November 1, 2024, through June 30, 2025. Thereafter, the rates will be adjusted in accordance with this AGREEMENT, based on reported measures of inflation.

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

1) \$15.81 per passenger trip for the period November 1, 2024, through June 30, 2025. Thereafter, the rates will be adjusted in accordance with this AGREEMENT, based on reported measures of inflation.

d. **Rate for Get About Ready Now**

1) \$26.43 per passenger trip for the period November 1, 2024, through June 30, 2025. Thereafter, the rates will be adjusted in accordance with this AGREEMENT, based on reported measures of inflation.

e. **Rate for Get About One Step Over the Line**

1) \$6.16 per vehicle revenue mile for the period November 1, 2024, through June 30, 2025. Thereafter, the rates will be adjusted in accordance with this AGREEMENT, based on reported measures of inflation.

8.2 Fares

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

8.3 Deductions Contract Payments

If the CONTRACTOR fails to meet certain performance levels, PVRTA 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 passengers in any month during this period shall be divided by a productivity of 3.8. CONTRACTOR'S

EXHIBIT __

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 the 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 fall below a monthly on-time performance level of 90%, PVTA reserves the right to deduct \$2,500 from the amounts due to the CONTRACTOR for that month. Should the on-time performance level fall below 85%, the deduction will be \$3,500. If the on-time performance level for all group services is below 100% in any given month, PVTA may deduct \$250 per trip from sums due to the CONTRACTOR. On-time performance is defined as the percentage of passengers picked up within a 20-minute window provided at the time of ride reservation. Except for group trips, the time stated on the request is the time we must arrive. PVTA retains the right to audit the accuracy of the on-time checks performed by the CONTRACTOR, and determinations made by PVTA regarding the accuracy of these checks shall be considered 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 Supplemental or Demand Response services it provides to PVTA, PVTA may deduct the amount of \$1,000.00 from sums due the CONTRACTOR for said service 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: If 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 more than 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

EXHIBIT ____

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 PVRTA or City of Claremont vehicle used in their PVRTA services within 3,500 miles of the previous PMI, PVRTA may deduct from sums due CONTRACTOR the amount of \$200.00 for each occurrence.

8. Average Phone Hold Time: PVRTA 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 75 seconds. Additionally, \$100 for every day of consecutive months where lines exceed 75 seconds.

9. Valid Complaints: If in any month PVRTA receives more than five (5) valid complaints regarding Get About service, PVRTA may deduct from sums due the CONTRACTOR the amount of \$500.00. The validity of any complaint shall solely be determined by PVRTA.

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 PVRTA may deduct \$3,500.00 from the sums due the CONTRACTOR. If reporting is consecutively delayed PVRTA may increase the amount deducted from the invoice.

11. Waivers and Modifications: PVRTA at its sole discretion may waive any deduction applicable under the terms of paragraph 8.3. The waiver of any of the deductions in paragraph 8.3 in any month will not invalidate the applicability of the said deductions in future months. The requirements of paragraph 8.3 may be modified by mutual agreement of the CONTRACTOR and PVRTA.

12. 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 \$5.00 per gallon, PVRTA 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 \$5.00 per gallon multiplied by the actual number of gallons of gasoline consumed by the CONTRACTOR providing PVRTA 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 \$5.00 per gallon, CONTRACTOR shall compensate PVRTA for said gasoline cost savings. Said compensation shall be calculated by computing the difference between the Automobile Club Fuel Gauge Report price and \$5.00 per gallon multiplied by the actual number of gallons of gasoline

EXHIBIT ____

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.

8.4 Rate Increases

All values will be based in the Personal Consumption Expenditures Excluding Food and Energy (Chain-Type Price Index) (PCEPILFE) as reported by the Fed. Reserve Bank of Saint Louis, MO. The initial value shall be the most recent reported level on the date final proposals are due. Thereafter, adjustments shall be made based on the most recent reported level each June 1 (with the resulting increase effective July 1).

9. BILLINGS AND PAYMENTS

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

9.1 Fixed Monthly Rate

9.2 Vehicle Revenue Hour: Charges shall be directly traceable by dispatcher and/or driver trip sheet and employee timecards, which will be available for review by PVTA.

9.3 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.

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

Transdev North America

EXHIBIT __

9.5 Collecting and Accountability for Fares: All fares collected should be recorded daily for each operator and reported to PVTA in the monthly operations report. The amount of the collected fares must correspond to the reported number of passengers carried.

10. INDEMNIFICATION

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

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

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

EXHIBIT ____

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 are required under this AGREEMENT or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by CONTRACTOR to defend Indemnitees shall be selected by Indemnitees.

This indemnity provision, if 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.

11. INSURANCE

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

11.2 Worker's Compensation Insurance: WORKER'S COMPENSATION INSURANCE with statutory limits as required by California law, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence, \$1,000,000 per employee disease, and \$1,000,000 policy limit for disease. 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.

11.3 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; (2) be primary with

EXHIBIT __

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 this AGREEMENT. These insurance requirements are, for reference, outlined here:

1. **Commercial General Liability (CGL):**

- Minimum coverage of \$10,000,000 per occurrence and \$10,000,000 aggregate.
- Coverage must include:
 - Bodily injury and property damage
 - Personal and advertising injury
 - Products-completed operations
- PVTA must be named as an additional insured.
- Coverage must be primary and non-contributory over any other PVTA insurance.

11.4 Commercial General Liability Insurance-Supplemental / 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; (2) be primary with respect to any insurance or self-insurance programs maintained by the Additional Insureds; and (3) contain standard cross liability provisions.

11.5 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 PVTA as additionally insured; (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

EXHIBIT __

from any umbrella coverage used to meet the \$10,000,000 CSL limit for general liability coverage mentioned above. These insurance requirements, for reference, are outlined here:

1. Automobile Liability:

- o Minimum coverage of \$10,000,000 combined single limit per accident for bodily injury and property damage.
- o Applies to any auto, including owned, hired, and non-owned vehicles.
- o PVTa must be named as an additional insured.

11.6 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 PVTa as additionally insured; (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).

11.7 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 (\$5,000.00), 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.

11.8 ALL INSURANCE shall contain the following:

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 operations, management and services agreement or the general aggregate amount shall be twice the required occurrence limit.
3. The Liability policy must cover personal injury and bodily injury.

EXHIBIT __

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, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance affected by insured will be called upon to contribute to a loss covered thereunder.

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 PVTA as an additional insured 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.

PVTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

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

11.9 Employee Dishonesty: CONTRACTOR shall secure for its employees Employee Dishonesty Insurance or other security acceptable to PVTA, 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.

EXHIBIT ____

CONTRACTOR shall provide proof of such coverage to PVTA prior to commencement of work under this AGREEMENT.

11.10 Workers' Compensation: Statutory limits as required by California law.

11.11 Employers' Liability: Minimum \$1,000,000 per accident, \$1,000,000 per employee for disease, and \$1,000,000 policy limit for disease.

11.12 Cyber Liability: Minimum coverage of \$5,000,000 per occurrence. Covers: Data breaches involving passenger or employee information. Cyber extortion, ransomware, and business interruption losses. Defense and indemnity for claims related to cybersecurity failures.

11.13 Sexual Misconduct and Abuse Liability: Minimum coverage of \$5,000,000 per occurrence and \$10,000,000 aggregate. Covers allegations and proven instances of sexual misconduct, abuse, molestation, or harassment by the Transdev's employees, agents, or subcontractors.

11.14 Terrorism Coverage: Coverage of at least \$5,000,000 per occurrence for damages arising from acts of terrorism, if available under the Transdev's general liability or other policies.

12. TERM OF AGREEMENT

12.1 Base Term: This AGREEMENT shall become effective November 1, 2024, and shall continue in full force and effect through June 30, 2026, unless earlier terminated as herein provided.

12.2 Month-to-Month Extensions: Upon completion of the base or any extension 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 for any month-to-month extension shall be determined based on the formula provided in this Agreement concerning increases effective each July 1.s.

12.3 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:

EXHIBIT __

1. **DESCRIPTION** - PVTA may extend the service provided by CONTRACTOR under this AGREEMENT for up to four (4) option periods of one-year duration.
2. **PRICE** - The Fixed Hourly Rate and Fixed Monthly Rate shall be arrived at through application of the annual increase formula herein.
3. **OPTION EXERCISE DATES** – PVTA may exercise its option to extend CONTRACTOR services on or before April 1, 2026, for the initial option term, and on or before April 1 of each subsequent year for each 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 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 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.

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

13.1 Basis

1. **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. **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. **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, PVTA may without further notice and without suit or other proceedings cancel this AGREEMENT.
4. **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

EXHIBIT __

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

14. **Compensation Upon Termination:** Should this AGREEMENT be terminated by either party, PVTA shall be liable for costs and fees as specified under Section 8.8.1 - Price Formula, Section 8.8.3.12 - Fuel Price Formula, accrued to date of termination. Thereafter, CONTRACTOR shall have no further claims against PVTA under this AGREEMENT.

14.1 **PVTA Remedies on Breach:** 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, 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 8.8.1 - Price Formula and Section 8.8.3.12 - Fuel Price Formula, whichever is greater.

14.2 **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 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.

15. **ADMINISTRATION**

15.1 **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 PVTA service area.

EXHIBIT __

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 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 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 CEO of PVTA or his designee, in accordance with procedures developed by the CEO and CONTRACTOR.

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

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

EXHIBIT ____

15.3 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.

15.4 Emergency In-Lieu Performance by PVTA: If 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 8.8.3, to provide such service until such time as the CONTRACTOR demonstrates the ability to continue performance. The CONTRACTOR agrees to pay PVTA for the reasonable costs thereof.

15.5 Emergency Procedures: In the event of a major emergency such as an earthquake, dam failure, wildland 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 based on 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.

16. GENERAL PROVISIONS

EXHIBIT ____

16.1 Regulatory Requirements: In performance of the services described herein, CONTRACTOR shall be responsible to comply with all Fed., State and local requirements.

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

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

16.4 Notice Fed. 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 Fed. 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 PVRTA and the Los Angeles County Metropolitan Transportation Authority 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**.

16.5 Incorporation Fed. 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 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. Despite anything to the contrary herein, 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 PVRTA requests which would cause the [subrecipient] to be in violation of the FTA terms and conditions.

16.6 Fed. Changes: The Contractor shall always comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between PVRTA and FTA (via LACMTA), as they may

EXHIBIT ____

be amended or promulgated from time to time during the term of this contract. The Contractor's failure to comply shall constitute a material breach of this contract.

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

16.8 Race Conscious Disadvantaged Business Enterprises: In conformance with title 49 CFR Part 26, PVTA has established a project specific goal of 3.01% 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, "Proposer DBE Commitment," and Form 5, "Bidders List," at the time of proposal submission. 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 Fed. financial assistance, is required to implement the Los Angeles County Metropolitan Transportation Authority's (Metro's) Disadvantaged Business Program in accordance with Fed. regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). PVTA has set a contract specific goal of 3.01% for this project. CONTRACTOR shall furnish all documentation satisfactory to PVTA that the work committed to RC-DBEs was performed by RC-DBEs. Requests for progress payments shall include a summary of payments made to RC-DBEs 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 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, 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.

EXHIBIT __

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.

16.9 DBE Contract Assurance: The CONTRACTOR, sub recipient or subcontractor shall not discriminate based on 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.

16.10 Prompt Payment Provisions: PVTA agrees to make payment to the Contractor within 30 calendar days of receipt of a submitted invoice that complies with PVTA's invoicing guidelines.

1. **Disputes and Resolution:** If a dispute arises regarding the invoiced amount, PVTA shall notify the Contractor in writing within 15 calendar days of receipt of the invoice, specifying the reasons for the dispute. PVTA shall pay any undisputed amounts promptly while the dispute is being resolved.

2. **Prompt Progress Payments 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.

16.11 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.

16.12 Audit; Retention Records: CONTRACTOR shall allow the authorized representatives of PVTA, the U.S. DOT, the Comptroller General of the United States, and the State of California, the Los Angeles County Metropolitan Transportation Authority, the County

EXHIBIT __

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 said agency. Further, CONTRACTOR shall maintain all required records for three years after final payment under this AGREEMENT and until all other pending matters are closed.

16.13 Compliance Environmental Standards: CONTRACTOR shall comply with the provisions of the Clean Air Act, as amended (Title 42 U.S.C. 1857 et seq.), the Fed. Water Pollution Control Act, as amended (Title 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 Fed. assistance is given. CONTRACTOR shall report violations to PVRTA, the Fed. Transit Administration, and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.

16.14 Compliance Laws, Rules, Regulations: All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable Fed., state, or local statutes, and any rules or regulations promulgated thereunder, 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 Fed., state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of PVRTA if requested, all licenses, permits, certificates and inspections required by law, including GPPV inspections. CONTRACTOR shall assure that all of its employees operating PVRTA vehicles possess a valid, current Class B California Driver License with appropriate endorsements.

16.15 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.

16.16 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 PVRTA to such sale, assignment, or transfer. In the event of any violation of this SECTION, PVRTA may immediately terminate this AGREEMENT.

16.17 Binding: This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors and administrators of the parties hereto. However,

EXHIBIT ____

nothing herein shall be construed as authorizing any assignment by the CONTRACTOR of its interest without prior written approval of PVTA.

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

PVTA:

Nicole Carranza, PVTA CEO
Pomona Valley Transportation Authority
2120 Foothill Blvd., Ste. 116
La Verne, CA 91750

CONTRACTOR:

COPY:

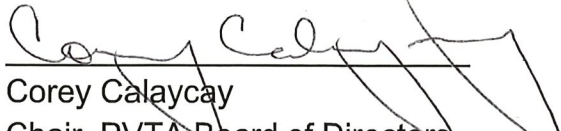
Vincent C. Ewing, General Counsel
c/o PVTA CEO
Pomona Valley Transportation Authority
2120 Foothill Blvd., Ste. 116
La Verne, CA 91750
vincent.ewing@lawvce.com

16.19 Fed. Privacy Act Requirements: The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Fed. Government under any contract: (1) 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 Fed. Government before the CONTRACTOR, or its employees operate a system of records on behalf of the Fed. 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) CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Fed. Government financed in whole or in part with Fed. assistance provided by FTA.

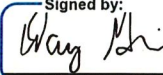
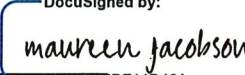
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

EXHIBIT __

Pomona Valley Transportation Authority


Corey Calaycay
Chair, PVTA Board of Directors

Transdev Services Inc., CONTRACTOR

Signed by: 
Douglas Gies
DocuSigned by: 
maureen jacobson

Authorized Transdev Signatory

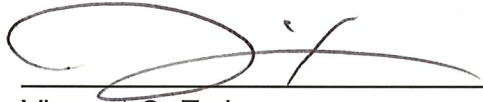
WITNESSED:


Nicole Carranza, PVTA CEO
Authorized PVTA Signatory

52-1493194

Fed. Tax I.D. Number

REVIEWED AND APPROVED


Vincent C. Ewing
PVTA General Counsel

**FIRST AMENDMENT TO AGREEMENT FOR TRANSPORTATION MANAGEMENT,
OPERATIONS AND MAINTENANCE SERVICES BETWEEN POMONA VALLEY
TRANSPORTATION AUTHORITY AND TRANSDEV SERVICES, INC.**

This First AMENDMENT to the Agreement for transportation management, operations and maintenance services is made and entered into as of the last signature hereto, by and between Pomona Valley Transportation Authority, a duly formed Cal. Joint Powers Authority consisting of the cities of Claremont, La Verne, Pomona and San Dimas, hereinafter referred to as "PVRTA" and Transdev Services, Inc., a Delaware corporation, hereinafter referred to as "Contractor." The parties are collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Agreement for transportation management, operations and maintenance services on November 1, 2024 (the "Agreement"), in connection with PVRTA's need for such services with respect to its transportation projects; and

WHEREAS, the Parties hereby agree to include an additional passthrough item as further described below;

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

AGREEMENT

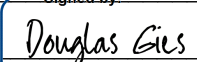
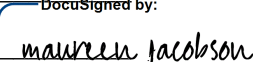
1. Effective November 1, 2024, Contractor is authorized to submit invoices to PVRTA for the use of UBER services in connection with operations as a passthrough. For avoidance of doubt 100% of UBER services shall be passed through to PVRTA.
2. PVRTA will pay said invoices upon the terms set forth in the Agreement.
3. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

For **TRANSDEV SERVICES, INC.**

For **POMONA VALLEY TRANSIT
AUTHORITY**

Name: Douglas Gies maureen jacobson

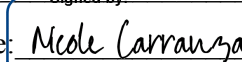
Title: SVP Transit VP Finance
Signed by: DocuSigned by:

Signature:  

Date: 2/27/2025 2/27/2025

Name: Nicole Carranza

Title: CEO
Signed by:

Signature: 

Date: 2/27/2025

**AMENDMENT #2 TO AGREEMENT FOR TRANSPORTATION MANAGEMENT,
OPERATIONS AND MAINTENANCE SERVICES BETWEEN POMONA VALLEY
TRANSPORTATION AUTHORITY AND TRANSDEV SERVICES, INC.**

This Second AMENDMENT to the Agreement for transportation management, operations and maintenance services is made and entered into effective as of the last date of signature below, by and between Pomona Valley Transportation Authority, a duly formed Cal. Joint Powers Authority consisting of the cities of Claremont, La Verne, Pomona, and San Dimas, hereinafter referred to as "PVRTA," and Transdev Services, Inc., a Delaware corporation, hereinafter referred to as "Contractor." The parties are collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Agreement for transportation management, operations and maintenance services on November 1, 2024 (the "Agreement"), in connection with PVRTA's need for such services with respect to its transportation projects; and

WHEREAS, the Parties now desire to adjust the service hours and revenue hours to optimize cost efficiency for the upcoming fiscal year;

NOW, THEREFORE, the Parties mutually understand and agree as follows:

AGREEMENT

1. ADJUSTED HOURS OF OPERATION

Effective **July 1, 2025**, and continuing through **June 30, 2026** (Fiscal Year 2026), the standard hours of operation for the following programs—**Get About, Ready Now, Pomona Group, and Claremont Group**—shall be as follows:

- **Monday through Friday:** 8:00 AM to 5:00 PM
- **Saturday:** 8:00 AM to 2:00 PM
- **Sunday:** No service (Closed)

These revised hours replace any previous service schedules for these programs and are intended to align with projected demand and cost efficiency objectives.

2. ADJUSTED REVENUE HOURS

Effective **July 1, 2025**, Contractor shall operate each program in accordance with the adjusted revenue hours and associated cost allocations detailed below. These reductions are established to control operating costs while maintaining core service levels.

Get About Program (Dedicated)

The Get About Program, a primary service, shall operate with a total of 15,000 revenue hours for Fiscal Year 2026. These revenue hours are allocated among the cities of Claremont, La Verne, Pomona, and San Dimas, as detailed and capped in the table below.

City	Revenue Hours	Fixed Cost	Variable Rate (per RH)	Variable Cost	Total Fixed & Variable Costs
Claremont	1,625	\$ 165,438	\$102.91	\$ 167,229	\$ 332,667
La Verne	2,211	\$ 225,098	\$102.91	\$ 227,534	\$ 452,632
Pomona	9,946	\$ 1,012,584	\$102.91	\$ 1,023,543	\$ 2,036,127
San Dimas	1,218	\$ 124,002	\$102.91	\$ 125,344	\$ 249,346
Total	15,000	\$ 1,527,122		\$ 1,543,650	\$ 3,070,772

Group Trip Services (Dedicated)

Program	Revenue Hours	Fixed Cost	Variable Rate (per RH)	Variable Cost	Total Fixed & Variable Costs
<i>Claremont Group Services</i>	565	\$ 57,522	\$102.91	\$ 58,144	\$ 115,666
<i>Pomona Group Services</i>	375	\$ 38,178	\$102.91	\$ 38,591	\$ 76,769
Total	940	\$ 95,700		\$ 96,735	\$ 192,435

Supplemental Services (Dedicated Transdev)

The remaining supplemental programs, including Ready Now, Claremont Dial-A-Ride, and San Dimas Dial-A-Cab, shall maintain their current revenue hours for Fiscal Year 2026. These programs are not anticipated to exceed the specified revenue hours. The breakdown of these supplemental programs, including their fixed and variable cost allocations, is provided below.

Program	Revenue Hours	Fixed Cost	Variable Rate (per trip)	Variable Cost*	Total Fixed & Variable Costs
<i>Ready Now</i>	1,000	\$ 101,808	\$27.22	\$ 81,660	\$ 183,468
<i>Claremont Dial-A-Ride</i>	976	\$ 99,365	\$18.01	\$ 82,846	\$ 182,211
<i>San Dimas Dial-A-Ride</i>	943	\$ 96,005	\$16.28	\$ 52,096	\$ 148,101
Total	2,919	\$ 297,178		\$ 216,602	\$ 513,780

***Variable Cost assumes 3,000 Ready Now trips; 4,600 Claremont Dial-A-Ride trips & 3,200 San Dimas Dial-A-Ride trips.**

Supplemental Services (TNC or Independent Contractor)

TNC trips are typically a pass through cost from the contractor to the agency. Below is a guideline not to exceed the amount of trips specified (i.e., through Uber).

- Get About Supplemental 400 trips (i.e., Transdev incidental through independent subcontractor)
- Ready Now not to exceed 10,500 trips

- Claremont Dial-A-Ride not to exceed 10,400 trips
- San Dimas Dial-A-Cab not to exceed 5,300 trips

3. DISCONTINUATION OF SERVICE

Effective July 1, 2025, the “One Step Over the Line” service shall be permanently discontinued and removed from the Agreement. No funding or operational support shall be allocated for this service for the duration of Fiscal Year 2026.

4. GENERAL PROVISIONS

Except as specifically modified herein, all other provisions and requirements of the Agreement dated November 1st, 2024 as previously amended, shall remain in full force and effect.

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 as of the date first set forth above.

For **TRANSDEV SERVICES, INC.** For **POMONA VALLEY TRANSPORTATION AUTHORITY**

Name: <u>Richard Rogers</u>	<u>maureen jacobson</u>	Name: <u>Nicole Carranza</u>
Title: <u>Senior Vice President</u>	<u>VP Finance</u>	Title: <u>CEO</u>
Signed by:		DocuSigned by:
		
8217563F1012400...		D990ABEDF14D46A...
Signature: _____	Signature: _____	Signature: _____
Date: <u>8/6/2025</u>	<u>8/6/2025</u>	Date: <u>7/24/2025</u>

**AMENDMENT #3 TO AGREEMENT FOR TRANSPORTATION MANAGEMENT,
OPERATIONS AND MAINTENANCE SERVICES BETWEEN POMONA VALLEY
TRANSPORTATION AUTHORITY AND TRANSDEV SERVICES, INC.**

This Third AMENDMENT to the Agreement for transportation management, operations and maintenance services is made and entered into effective as of the last date of signature below, by and between Pomona Valley Transportation Authority, a duly formed Cal. Joint Powers Authority consisting of the cities of Claremont, La Verne, Pomona, and San Dimas, hereinafter referred to as "PVRTA," and Transdev Services, Inc., a Delaware corporation, hereinafter referred to as "Contractor." The parties are collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Agreement for transportation management, operations and maintenance services on November 1, 2024 (the "Agreement"), in connection with PVRTA's need for such services with respect to its transportation projects; and

WHEREAS, the Parties now desire extend the agreement by one year for fiscal year 2027 effective July 1, 2026 and maintain the adjusted FY26 service hours and revenue hours to optimize cost efficiency for the upcoming fiscal year;

NOW, THEREFORE, the Parties mutually understand and agree as follows:

AGREEMENT

1. ADJUSTED HOURS OF OPERATION

Effective **July 1, 2025**, and continuing through **June 30, 2026** (Fiscal Year 2026), the standard hours of operation for the following programs—**Get About, Ready Now, Pomona Group, and Claremont Group**—shall be as follows:

- **Monday through Friday:** 8:00 AM to 5:00 PM
- **Saturday:** 8:00 AM to 2:00 PM

- **Sunday:** No service (Closed)

These revised hours remain in place for the agreement extension for FY27 replace any previous service schedules for these programs and are intended to align with projected demand and cost efficiency objectives.

2. ADJUSTED REVENUE HOURS

Based on the adjusted revenue hours made effective **July 1, 2025**, with agreement amendment (2) Contractor shall operate each program in accordance with the adjusted revenue hours and associated cost allocations detailed below for the extension of the FY27 contract agreement amendment (3). These reductions are established to control operating costs while maintaining core service levels.

Get About Program (Dedicated)

The Get About Program, a primary service, shall operate with a total of 15,000 revenue hours for Fiscal Year 2027. These revenue hours are allocated among the cities of Claremont, La Verne, Pomona, and San Dimas, as detailed and capped in the table below.

City	Revenue Hours	Fixed Cost FY26	Fixed Cost FY27 3% CPI increase	Variable Rate (per RH)FY26	Variable Rate/rev hr. FY27 3% CPI Increase	Variable Cost FY27	Total Fixed & Variable Costs FY27
<i>Claremont</i>	\$1,625	\$ 165,438	\$170,401	\$102.91	106.00	\$ 172,250	\$ 342,651
<i>La Verne</i>	\$2,211	\$ 225,098	\$231,851	\$102.91	106.00	\$ 234,366	\$ 466,217
<i>Pomona</i>	\$9,946	\$1,012,584	\$1,042,961	\$102.91	106.00	\$ 1,054,276	\$ 2,097,237
<i>San Dimas</i>	\$1,218	\$124,002	\$127,722	\$102.91	106.00	\$ 129,108	\$ 256,830
Total	\$15,000	\$1,527,122	\$1,572,935			\$ 1,590,000	\$ 3,162,935

Group Trip Services (Dedicated)

Program	Revenue Hours	Fixed Cost FY26	Fixed Cost FY27 3% CPI increase	Variable Rate/RH FY26	Variable Rate/RH FY27 3% CPI increase	Variable Cost FY27	Total Fixed & Variable Cost FY27
<i>Claremont Group Services</i>	565	\$ 57,522	\$59,247	\$102.91	\$106.00	\$ 59,890	\$ 119,137
<i>Pomona Group Services</i>	375	\$ 38,178	\$39,323	\$102.91	\$106.00	\$ 39,750	\$ 79,073
Total	940	\$ 95,700	\$98,570			\$ 99,640	\$ 198,210

Supplemental Services (Dedicated Transdev)

The remaining supplemental programs, including Ready Now, Claremont Dial-A-Ride, and San Dimas Dial-A-Cab, shall maintain their current revenue hours for Fiscal Year 2026. These programs are not anticipated to exceed the specified revenue hours. The breakdown of these supplemental programs, including their fixed and variable cost allocations, is provided below.

Program	Revenue Hours	Fixed Cost FY26	Fixed Cost FY27 3% CPI increase	Variable Rate/trip FY26	Variable Rate/trip FY27	Variable Cost*	Total Fixed & Variable Costs
<i>Ready Now</i>	1,000	\$ 101,808	\$ 104,862	\$27.22	\$28.04	\$ 84,120	\$ 188,982
<i>Claremont Dial-A-Ride</i>	976	\$ 99,365	\$ 102,346	\$18.01	\$18.55	\$ 85,330	\$ 187,676
<i>San Dimas Dial-A-Ride</i>	943	\$ 96,005	\$ 98,885	\$16.28	\$16.77	\$ 53,664	\$ 152,549
Total	2,919	\$ 297,178	\$ 306,093			\$ 223,114	\$ 529,207

***Variable Cost assumes 3,000 Ready Now trips; 4,600 Claremont Dial-A-Ride trips & 3,200 San Dimas Dial-A-Ride trips.**

Supplemental Services (TNC or Independent Contractor)

TNC trips are typically a pass through cost from the contractor to the agency. Below is a guideline not to exceed the amount of trips specified (i.e., through Uber).

- Get About Supplemental 400 trips (i.e., Transdev incidental through independent subcontractor)
- Ready Now not to exceed 10,500 trips
- Claremont Dial-A-Ride not to exceed 10,400 trips
- San Dimas Dial-A-Cab not to exceed 5,300 trips

3. GENERAL PROVISIONS

Except as specifically modified herein, all other provisions and requirements of the Agreement dated November 1st, 2024 as previously amended, shall remain in full force and effect.

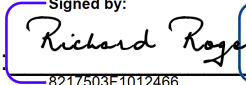
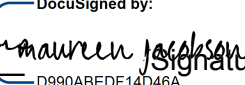
IN WITNESS WHEREOF, the parties have caused this Amendment No.3 to the Agreement to be executed by and through their respective officers thereunto duly authorized as of the date first set forth above.

For **TRANSDEV SERVICES, INC.**

For **POMONA VALLEY TRANSPORTATION
AUTHORITY**

Name: Richard Rogers maureen jacobson Name: Nicole Carranza

Title: Senior Vice President VP Finance Title: Chief Executive Officer

Signature:   Signature: 

Date: 10/2/2025 10/1/2025 Date: 9/18/2025