

AGREEMENT FOR IVT ACCESS PARATRANSIT SERVICES

THIS AGREEMENT FOR IVT ACCESS PARATRANSIT SERVICES (“this Agreement”), made and entered into effective the 26th day of June, 2024, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION (“ICTC”), and TransDev Services, Inc, a Maryland Corporation authorized to conduct business in California (“CONTRACTOR”).

WITNESSETH

WHEREAS, certain funding is available to provide public transit services under the Local Transportation Authority (“LTA”), Transportation Development Act (“TDA”) and Federal Transit Administration (“FTA”); and

WHEREAS, ICTC has agreed to administer from said funds for payment to entity(ies) under contract with ICTC for the provisions of specific transit services; and

WHEREAS, ICTC has authorized and circulated a Request for Proposal for the IVT ACCESS paratransit services among prospective CONTRACTORs for the delivery of the IVT ACCESS paratransit system in accordance with the Americans with Disabilities Act (ADA).

NOW, THEREFORE, ICTC and CONTRACTOR have and hereby agree to the following:

1. TERM AND RIGHT OF EXTENSION

1.1. This Agreement shall commence on June 26, 2024, (services shall begin on July 1, 2024) and shall continue until June 30, 2029, and if all two (2) one (1) year extension option periods are exercised pursuant to paragraph 1.2 herein, the Agreement shall continue until June 30, 2031.

1.2. ICTC may, at its sole option and discretion, extend this Agreement up to two (2) times as follows:

1.2.1. From July 1, 2029 through June 30, 2030; and

1.2.2. From July 1, 2030 through June 30, 2031; and

1.3. This Agreement is contingent upon the receipt of funds by the ICTC. Such funds include Federal Transit Administration (FTA) Section 5307, 5310, and 5311 Grants, Local

1 Transportation Funds (LTF), State Transportation Assistance Funds (STAF) and Local
2 Transportation Authority (LTA).

3 **2. DEFINITIONS**

4 **2.1** “Request for Proposal” shall mean “ IVT ACCESS Paratransit Services Request for
5 Proposal 2024” dated March 2024 and is incorporated herein by this reference.

6 **2.2** “Proposal” shall mean CONTRACTOR’s completed proposal entitled “ADA Paratransit
7 Services for IVT ACCESS” dated April 10, 2024, CONTRACTOR submitted to ICTC on
8 the proposal due date and is incorporated herein by this reference.

9 **2.3** “Attendant” shall include one (1) individual to assist the disabled passenger.

10 **2.4** “Certified passenger” shall include those individuals deemed eligible for the paratransit
11 service through the formal certification process.

12 **2.5** “Disability,” with respect to an individual, shall include all impairments as defined by the
13 Act at 49 Code of Federal Regulations (“CFR”) 37.3.

14 **2.6** “General public” shall include those individuals that do not have an impairment(s) as defined
15 by the Act at 49 CFR 37.3.

16 **2.7** “One-way trip” is defined as authorized travel between two (2) points. A new One-Way
17 Trip begins with the cessation of the previous trip.

18 **2.8** “Senior” shall include individuals who are fifty-five of age or older.

19 **2.9** “Subscriber” shall include individuals who travel to the same destination at the same time
20 on a regular basis.

21 **3. DESCRIPTION OF WORK**

22 **3.1** The services to be provided under this agreement with ICTC are those contained in the
23 document entitled “IVT ACCESS Paratransit Services Scope of Work FY 2024-2025
24 through FY 2030-31”, attached hereto as Appendix “A” and incorporated by this reference.

25 **3.2** This Agreement is for specific paratransit services and implies a complimentary service
26 that operates its services based upon the public fixed-route bus schedule. This set,
27 designated pattern and routes of travel, within a designated operating area and with
28 specific hours of operation, shall be called “windows” and “corridors”. There may be

1 fixed-route trips or routes that are in a demonstration phase through the Term and, if
2 applicable, the Extension Term of this Agreement. These demonstration routes will not
3 be subject to the paratransit service required by the Act until, the CONTRACTOR is
4 notified by the Executive Director or his designee, or they are officially made a permanent
5 part of the public regional transit system. The Remote Zones of the fixed route system
6 shall be provided ADA paratransit service utilizing fixed-route deviation service upon
7 request by the public fixed-route bus system and are not subject to this Agreement.

8 **3.3** In the event of a conflict among this Agreement, the Request for Proposal and the Proposal,
9 the Request for Proposal shall take precedence over the Proposal and this Agreement shall
10 take precedence over both.

11 **4. RESPONSIBILITIES OF CONTRACTOR**

12 **4.1** CONTRACTOR shall provide management, technical and operating personnel, services,
13 equipment, non-revenue service hour vehicles and facilities necessary for the operation
14 of ICTC's paratransit services. In addition, CONTRACTOR shall participate fully in the
15 meetings and events of the Social Services Transportation Advisory Council (SSTAC).

16 **4.2** In providing the services and oversight provided pursuant to this Agreement,
17 CONTRACTOR will act in the capacity of an independent contractor and will provide
18 management, technical and operating personnel, services, equipment and facilities
19 necessary for the operation of ICTC's paratransit services.

20 **4.3** In the event of a major emergency (e.g., earthquake, flood or manmade catastrophe),
21 CONTRACTOR shall make transportation and communication resources available to the
22 degree possible for emergency assistance. Line of Instruction may or may not be direct
23 through ICTC. CONTRACTOR shall take instruction from the organization that has
24 assumed responsibility for the evacuation and/or transport of injured and ambulatory
25 wounded and movement of persons to food and shelter facilities, e.g., local police or
26 ICTC's Office of Emergency Services.

27 **4.4** CONTRACTOR shall comply with all terms, conditions and requirements of the Request
28 for Proposal and this Agreement.

1 The service area designation, service days and hours, and service miles shall be those specified in
2 Appendix “A” – “IVT ACCESS Paratransit Services Scope of Work FY 2024-2025 through FY
3 2030-31”.

4 **7. REPRESENTATIONS BY CONTRACTOR.**

5 **7.1** CONTRACTOR understands and agrees that ICTC has limited knowledge in the transit
6 services specified in the description of work. CONTRACTOR has represented itself to be
7 expert in these fields and understands that ICTC is relying upon such representation.

8 **7.2** CONTRACTOR represents and warrants that it is a lawful entity possessing all required
9 licenses and authorities to do business in the State of California and perform all aspects of
10 this Agreement.

11 **7.3** CONTRACTOR shall not commence any work under this Agreement or provide any
12 other services, or materials, in connection therewith until CONTRACTOR has received
13 written authorization from the ICTC Executive Director or his designee, via a Notice to
14 Proceed, to do so.

15 **7.4** CONTRACTOR represents and warrants that the people executing this Agreement on
16 behalf of CONTRACTOR have the authority of CONTRACTOR to sign this Agreement
17 and bind CONTRACTOR to the performance of all duties and obligations assumed by
18 CONTRACTOR herein.

19 **7.5** CONTRACTOR represents and warrants that any employee, CONTRACTOR,
20 subcontractor and agent who will be performing any of the duties and obligations of
21 CONTRACTOR herein possess all required licenses and authorities, as well as the
22 experience and training, to perform such tasks.

23 **7.6** CONTRACTOR represents and warrants that the allegations contained in its Proposal are
24 true and correct.

25 **7.7** CONTRACTOR understands that ICTC considers the representations made herein to be
26 material and would not enter into this Agreement with CONTRACTOR if such
27 representations were not made.
28

1 **8. COMPENSATION**

2 CONTRACTOR shall receive compensation monthly based upon the following formats:

3 **8.1.** A fixed hourly rate per fiscal year shall apply for each vehicle service or revenue hour.

4 The fixed hourly rate shall apply for the assigned fiscal year. Vehicle revenue hours will
5 be calculated based upon the actual time that each revenue service vehicle is in service
6 and available to passengers. Vehicle revenue hours shall specifically exclude
7 deadhead hours, including time for travel to and from the first stop and after the last stop,
8 storage facilities, fueling facilities, road tests, inspections training, personnel lunches and
9 breaks.

10 **8.2.** The fixed hourly rate per fiscal year will be determined by the use of the combination of
11 two other rates divided by the total annual vehicle service hours.

12 **8.2.1.** A variable monthly rate for all cost elements assigned to CONTRACTOR that
13 can change.

14 **8.2.2.** A fixed monthly rate for all cost elements assigned to CONTRACTOR with
15 known quantities or costs that are not included in the variable monthly rate.

16 **8.3.** Compensation for services provided for under Exhibit “A” – “IVT ACCESS Paratransit
17 Services Scope of Work FY 2024-2025 through FY 2030-31” shall be as follows:

18 **8.3.1.** For the period July 1, 2024 through June 30, 2025, the price is identified as
19 \$1,968,489.20. The fare box is established at ten percent (10%); therefore the
20 annual not-to-exceed subsidy shall be \$1,771,640.28.

21 **8.3.2.** For the period July 1, 2025 through June 30, 2026, the price is identified as
22 \$2,036,164.57. The fare box is established at ten percent (10%); therefore the
23 annual not-to-exceed subsidy shall be \$1,832,548.11.

24 **8.3.3.** For the period July 1, 2026 through June 30, 2027, the price is identified as
25 \$2,139,966.78. The fare box is established at ten percent (10%); therefore the
26 annual not-to-exceed subsidy shall be \$1,925,970.10

1 **8.3.4.** For the period July 1, 2027 through June 30, 2028, the base price is identified as
2 \$2,201,992.37. The fare box is established at ten percent (10%); therefore the
3 annual not-to-exceed subsidy shall be \$1,981,793.13.

4 **8.3.5.** For the period July 1, 2028 through June 30, 2029, the base price is identified as
5 \$2,263,715.30. The fare box is established at ten percent (10%); therefore the
6 annual not-to-exceed subsidy shall be \$2,037,343.77.

7 **8.3.6.** For the period July 1, 2029 through June 30, 2030, the base price is identified as
8 \$2,312,625.81. The fare box is established at ten percent (10%); therefore the
9 annual not-to-exceed subsidy shall be \$2,081,363.23.

10 **8.3.7.** For the period July 1, 2030 through June 30, 2031, the base price is identified as
11 \$2,407,985.10. The fare box is established at ten percent (10%); therefore the
12 annual not-to-exceed subsidy shall be \$2,167,186.59.

13 **8.3.8.** The fare box recovery ratio of 10% (or any other fare box ratio calculated and
14 ultimately required during the course of this Agreement) is subject to the
15 deduction of normal Transportation Development Act operating cost exclusions.

16 **8.3.9.** In the event that the required fare box revenue is not achieved on an annual basis,
17 the CONTRACTOR may be allowed to request compensation from the ICTC for
18 reimbursement up to the agreed upon annual cost. The lack of attainment for the
19 annual fare box revenue must not be due to circumstances affecting the quality of
20 transit service within the CONTRACTOR's control, e.g. ICTC's documentation
21 of poor maintenance affecting the reliability of service or passenger comfort on
22 vehicles, or inappropriate behavior by customer service staff or vehicle drivers.

23 **8.4.** In the event that fuel costs are increased beyond CONTRACTOR's control and the
24 negotiated rate, ICTC will offer CONTRACTOR an additional amount to offset the
25 increase in costs. CONTRACTOR will make every effort to utilize the lowest priced fuel.
26 ICTC will review and monitor fuel expenses to determine if the CONTRACTOR is
27 complying with the requirement. A fuel escalator clause shall contain the following
28 provisions:

1 **8.4.1.** The fuel escalator shall be calculated as follows: the full amount that fuel costs
2 exceed the vehicle fuel budget line item shall be adjusted downward by any
3 savings in any other line item category that has not been fully utilized.
4 CONTRACTOR will reimburse ICTC for any fuel cost savings from the proposed
5 CONTRACTOR budgeted value.

6 **8.4.2.** The request for additional subsidy shall be submitted to ICTC at the conclusion
7 of the fiscal year in which the costs are incurred. The request shall be
8 accompanied by an accounting developed by CONTRACTOR, and invoices
9 substantiating said increase.

10 **8.4.3.** The cost of fuel is negotiated at a rate set at four dollars and fifty cents (\$4.50)
11 per gallon for the term of this Agreement. CONTRACTOR agrees to reimburse
12 ICTC for any savings below the negotiated rate.

13 **9. FARE BOX**

14 **9.1.** Fare Box Revenue. Fare boxes are CONTRACTOR required as part of all services. Fare
15 boxes will be installed on all vehicles under this service contract.

16 **9.2.** Fare Collection. CONTRACTOR’s staff can collect fares in advance where feasible.
17 Vehicle operators shall also collect fares as established by ICTC and maintain an accurate
18 count of all boarding passengers by fare category. Vehicle operators shall not make
19 change for passengers.

20 **9.3.** Fare box revenue shall be counted by CONTRACTOR’s office employees daily and
21 reconciled against the stated number of passenger trips. Any shortages must be
22 investigated and corrected by CONTRACTOR. CONTRACTOR will deposit farebox
23 revenue daily. Fare box revenue is the property of ICTC, and CONTRACTOR will
24 submit written reports to ICTC of revenue collection.

25 **9.4.** Transfers. CONTRACTOR shall also develop a transfer procedure and collect transfers
26 to and from IVT branded services or other public agency transit services.
27 CONTRACTOR shall account for it in its report of revenue collected.

28

1 **11.5** Presentation. CONTRACTOR shall, under the direction of ICTC, provide contact on an
2 as-needed basis with private and non-profit community agencies, job resource centers and
3 local governing bodies to promote interest and use in the transit services of ICTC. These
4 contacts shall include, but not be limited to speaking engagements and displays.
5 CONTRACTOR will participate as a technical resource contact with user groups or
6 agencies as required, including meetings of ICTC committees or commission meetings
7 upon request.

8 **11.6** Comment Cards. CONTRACTOR shall develop and distribute passenger comment
9 cards. CONTRACTOR will respond to all comments with copies of response provided
10 to ICTC. CONTRACTOR will provide statistical summaries of frequency and patterns
11 of comments to ICTC on a monthly basis.

12 **CUSTOMER SERVICE**

13 **12.1** Phone. CONTRACTOR shall establish at least two (2) customer service telephone
14 numbers, at least one (1) of which shall be toll-free. CONTRACTOR shall provide
15 telephone information service during all hours of system operation, up to one (1) hour
16 before and one (1) hour after services have started and returned from daily operations.
17 CONTRACTOR shall provide statistical summaries of frequency and patterns of
18 telephone comments to ICTC on a monthly basis.

19 **12.2** TDD/FAX. CONTRACTOR's telephone system shall have TDD or equivalent, and FAX
20 capabilities. CONTRACTOR shall publish these phone numbers in local telephone
21 directory(ies).

22 **12.3** Exclusivity of Phone Services. CONTRACTOR's customer service telephone numbers
23 shall be used solely for the purpose of providing customer information, serving trip
24 requests and those activities required under the Scope of Work, and shall not be used by
25 CONTRACTOR for any other purpose or business. These telephones shall be answered
26 as specified by ICTC.

27 **12.4** Rollover of Phone. Upon termination of this Agreement, CONTRACTOR's customer
28 service telephone numbers shall remain within the jurisdiction of ICTC. Any new

1 CONTRACTOR would be responsible for transferring CONTRACTOR's customer
2 service telephone numbers to their service.

3 **12.5 Bilingual Capability.** CONTRACTOR shall provide bilingual dispatchers or information
4 operators, and drivers who can fluently speak both the English and Spanish languages
5 and are knowledgeable of time schedules, routes, window corridors and transit services
6 of ICTC as is necessary to answer customer information requests, refer passengers to
7 other public transit service CONTRACTORs and/or questions in a courteous, timely and
8 professional fashion.

9 **13. COORDINATION**

10 **13.1 Consultation.** CONTRACTOR represents itself as an expert in the field of public
11 paratransit. As such, CONTRACTOR shall provide ICTC with minor technical
12 assistance and consultation in such matters as operating policies, funding and
13 coordination with other transit CONTRACTORs at no additional charge to ICTC. At no
14 time will CONTRACTOR be required to prepare intensive or in-depth studies without
15 mutually agreed-upon compensation. Periodically, consultants will request information
16 or interviews with CONTRACTOR staff. CONTRACTOR is required to cooperate with
17 all ICTC-administered consultant projects.

18 **13.2 Service Recommendations.** CONTRACTOR shall report to ICTC and shall make
19 recommendations as to changes to improve ICTC's paratransit service on a case-by-case
20 basis. CONTRACTOR may not make any permanent changes that affect the quantity,
21 quality or nature of the paratransit service without obtaining ICTC's written permission.

22 **14. MANAGEMENT**

23 **14.1 General Manager/Operations Manager.** ICTC shall participate in the selection and
24 approval of the person serving as General Manager/Operations Manager. In the event
25 that the General Manager must be replaced, ICTC will participate in the selection and
26 approval of the replacement.

27 **14.2 Day-to-Day Operations.** CONTRACTOR will manage the day-to-day operation in
28 accordance with the adopted operations plan and good management practices.

1 Management of day-to-day operations of the system will be vested in at least one (1) local
2 management individual who shall be experienced in all aspects of public paratransit
3 operations. The individual shall be responsible for managing and monitoring all aspects
4 of the system operation including but not limited to maintenance, repair, fueling, security,
5 supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare
6 collection, personnel and contract administration. CONTRACTOR shall supply ICTC
7 with a twenty-four (24) hour emergency telephone number at which CONTRACTOR can
8 be reached. ICTC reserves the right to adjust any aspect of the service including
9 supervisory staff.

10 **14.3** Priority of Service. The General Manager/Operations Manager shall be employed and
11 available on a full-time basis.

12 **14.4** Executive Level Availability. CONTRACTOR shall also designate a responsible
13 executive level employee of CONTRACTOR to be available at all times, either by phone
14 or in person, to make decisions or provide coordination as necessary. This executive must
15 be authorized to act throughout the service area on behalf of CONTRACTOR. This
16 individual may not be the same individual as the General Manager/Operations Manager.

17 **14.5** Operational Efficiency. CONTRACTOR shall seek out and implement methods of
18 improving system operations, service and cost-effectiveness along with improvements to
19 correct deficiencies and substandard performance. After approval by ICTC, results will
20 be reported to ICTC via the monthly management summary ("MSS") report, activity
21 report or direct memorandum, along with a summary of any corrective actions that have
22 been taken. CONTRACTOR shall review and comment on plans, equipment purchases,
23 operative changes and related proposals of ICTC.

24 **15. GENERAL REPORTS AND RECORDKEEPING**

25 **15.1** CONTRACTOR shall collect data on the operation of the paratransit service system and
26 supply the data to ICTC on a monthly basis, or as may otherwise be directed below. All
27 such information supplied by CONTRACTOR shall be certified as accurate.
28

- 1 **15.2** Management Information System. CONTRACTOR's Management Information System
2 shall utilize Word, Excel, Power Point, Access, Adobe Acrobat and e-mail and provide
3 an adequate methodology to gather, store, retain, calculate, compute, cross-reference and
4 display in textural, tabular and graphic form all operating, performance and financial data
5 associated with this Agreement. In addition, e-mail capability is required to communicate
6 with ICTC. ICTC uses IBM-compatible computer equipment.
- 7 **15.3** Monthly Reports. CONTRACTOR will report the information on a monthly basis in the
8 format as described in the Appendix E to “IVT ACCESS Paratransit Services Proposal
9 2024 – Reporting”.
- 10 **15.4** Annual Reports. CONTRACTOR will report the information on an annual basis in the
11 format as described in the Appendix E to “IVT ACCESS Paratransit Services Proposal
12 2024 – Reporting”.
- 13 **15.5** Miscellaneous Reports. In addition to the monthly and annual reporting,
14 CONTRACTOR shall supply any and all reports necessary to comply with requirements
15 of ICTC and other local, State or Federal authorities. These reports shall include but not
16 be limited to all required California Air Resource Board Urban or Medium Bus Operators
17 Emission Requirements, California Transportation Development Act and FTA and
18 National Transit Database reporting requirements.
- 19 **15.6** Accident Reporting. CONTRACTOR shall provide ICTC with immediate telephone
20 notification of accidents. CONTRACTOR shall forward written copies of accident
21 reports within one (1) business day for injury accidents and three (3) business days for
22 non-injury accidents. CONTRACTOR shall also forward all California Highway Patrol
23 (“CHP”) Safety Compliance Reports within two (2) business days after CHP submission
24 to CONTRACTOR.
- 25 **15.7** Survey/Study/Analysis Data. ICTC may periodically conduct surveys of ridership during
26 the term and, if applicable, the extension term of this Agreement. These surveys may
27 determine matters including socioeconomic, origination and destination and fare-type
28 characteristics of paratransit service system users. CONTRACTOR shall cooperate in

1 the conduct of all surveys, including having its in-service drivers participate where
2 operationally possible, at no additional charge to ICTC.

3 **15.8 Proprietary Restriction.** CONTRACTOR agrees that all information it must furnish
4 pursuant to this Agreement shall be free from proprietary restrictions unless identified
5 during negotiation and mutually agreed-upon. CONTRACTOR further agrees that other
6 such data is public and in the public domain.

7 **15.9 Maintenance of Data.** CONTRACTOR shall maintain accurate and complete books,
8 records, data and documents on generally-accepted accounting principles in accordance
9 with Uniform System of Accounts and Records adopted by the State Controller pursuant
10 to Section 99243 of the Public Utilities Code, and as required by ICTC or the California
11 Department of Transportation (“Cal Trans”). Such records shall be kept in such detail
12 and form so as to meet applicable local, State and Federal requirements.

13 **15.10 Accountability.** A complete and separate set of books, accounts and/or records shall be
14 maintained by CONTRACTOR, which records shall show details of transactions
15 pertaining to the management, maintenance and operation of only this system under the
16 terms of this Agreement. System transactions shall not be co-mingled with
17 CONTRACTOR's other operations. CONTRACTOR's records shall be kept with
18 sufficient detail to constitute an audit trail to verify that any and all costs charged to the
19 system created by this Agreement are in fact due to operations pursuant to this
20 Agreement, and not due to separate or charter operations by CONTRACTOR. ICTC
21 auditors shall perform a random audit of the financial records of the service on an annual
22 basis.

23 **15.11 Maintenance Records.** CONTRACTOR shall keep and maintain all work orders,
24 warranty dockets and maintenance records on vehicles and equipment, separated by
25 vehicle, until this Agreement is terminated. CONTRACTOR shall release all such
26 documents to ICTC upon request or upon termination of this Agreement.

27 **15.12 Access.** ICTC, Caltrans, FTA and the Comptroller General of the United States, or any
28 of their duly authorized representatives, shall have access to any books, documents,

1 papers, and records of CONTRACTOR which are directly pertinent to this Agreement
2 for the purpose of making audit, examination, excerpts, and transcription of
3 CONTRACTOR's files. CONTRACTOR shall maintain all these records for a period of
4 at least five (5) years following the close-out of this Agreement to allow for audits,
5 examinations, excerpts and transcriptions of CONTRACTOR's files.

6 **16. MAINTENANCE, EQUIPMENT AND SUPPLIES**

7 **16.1** CONTRACTOR shall provide all facilities, tools, equipment, tires, fuel, oil, batteries,
8 parts, cleaning supplies, office supplies, office equipment and such other items or
9 materials required to professionally operate ICTC's paratransit services, including phone
10 system and service.

11 **16.2** CONTRACTOR shall provide, operate and maintain the radio communications system
12 for the paratransit service, including but not limited to, securing of Federal
13 Communications Commission ("FCC") frequency, base station, transmitter, repeater if
14 needed, and a mobile unit for each vehicle and a spare. CONTRACTOR must comply
15 with ICTC policies and FCC procedures for radio use.

16 **16.3 VEHICLE MAINTENANCE**

17 It shall be CONTRACTOR's responsibility to provide maintenance personnel and
18 institute a vehicle maintenance program to achieve a high level of maintenance on the
19 fleet of ICTC-owned buses provided to CONTRACTOR. ICTC expects maintenance
20 of vehicles in the highest level of condition by covering the following, but not limited to,
21 general elements:

- 22 • Preventative Maintenance
- 23 • Mechanical Maintenance
- 24 • Zero Tolerance Graffiti Removal
- 25 • Cleaning Program
- 26 • Engine and Transmission
- 27 • Quality Control
- 28 • Warranties on New Buses
- Interior Bus Maintenance (Seats, Driver Seats, Floors)
- Wheelchair Lift/Ramp Maintenance
- Farebox Maintenance
- Tire Servicing

- Wheel Cleaning
- Maintenance Performance Analysis
- Maintenance Reporting

All preventative maintenance inspections and mechanical maintenance shall be performed by qualified employees of the CONTRACTOR unless otherwise noted. CONTRACTOR is responsible for providing the necessary trained and qualified staff to perform all elements required as part of the maintenance program included within this Agreement. CONTRACTOR shall increase staffing as a function of need to perform all tasks required of the maintenance program over the course of the project.

If CONTRACTOR staffing levels for maintenance personnel fall below what it required by the agency and based on the CONTRACTOR staffing proposed, CONTRACTOR shall temporarily utilize existing personnel for additional time, or shifts, to insure that the maintenance staffing workload meets, or exceeds, the minimum Full Time Equivalent (FTE) requirements for each of the maintenance staffing categories proposed by CONTRACTOR, until such time that additional staff are hired, trained, and employed. Failure to maintain staffing levels that equal, or exceed the required levels for operating efficiency may subject CONTRACTOR to liquidated damages. Subcontracting of additional or specialized cleaning functions may be considered. However, all maintenance manager, mechanic and service positions must be employees of the CONTRACTOR. CONTRACTOR's duty and responsibility to maintain all vehicles and equipment is not delegable to any other person, firm or corporation. All subcontracts of maintenance functions must be approved by ICTC in advance, and may not substitute for staffing levels shown in CONTRACTOR's staffing plan.

16.3.1 MAINTENANCE PERSONNEL

Maintenance personnel assigned to work on ICTC-owned and other contractor buses shall have thorough knowledge of:

- Bus engines, transmissions, and related mechanical parts.
- Methods and procedures used in servicing mechanical equipment.
- Bus chassis and bodies.

- Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of bus equipment.
- Decimals, fractions, and specifications related to bus mechanics.
- Specialized areas such as upholstering, brake relining, air conditioning, wheelchair lift or device, fareboxes, electronic destination signs, and laptop computer diagnostic programming.

16.3.2 MAINTENANCE PERSONNEL SKILLS

16.3.2.1 Inspect bus engines, transmissions, fuel systems, and other mechanical, electric, and electronic parts and components.

16.3.2.2 Diagnose bus engine, transmission, fuel systems, and other mechanical, electrical, and electronic parts and component system problems.

16.3.2.3 Repair bus engines, transmissions, fuel systems and other mechanical, electrical, and electronic parts and components when necessary.

16.3.2.4 Diagnose and repair electronic components, such as the bus electronic control system, fareboxes, electronic destination signs, wheelchair lift/ramp mechanisms and air conditioning systems.

16.3.3 PREVENTIVE MAINTENANCE

CONTRACTOR shall adopt and maintain a formalized preventative maintenance program for all vehicles in conformance with manufacturers' preventative maintenance schedules, state law, industry standard practices, and other detailed maintenance required by ICTC. Preventative Maintenance Inspection (PMI) Checklists will be based on PMI intervals, as well as the minimum requirements for each interval (based on manufacturer's recommended schedules). Any PMI procedures that go above and beyond these minimum requirements are entirely up to CONTRACTOR, but the minimum requirements must be met within +/- 500 miles of the specified interval.

1 PMI intervals shall be at the following inspection mileages:

- 2 • **A 3,000 miles or 45 days**
- 3 • **B 6,000 miles**
- 4 • **C 24,000 miles**
- 5 • **D 48,000 miles**

6 The mileage intervals are based on a progressive PMI cycle. If a vehicle has been
7 out of service for more than 30 continuous days, the vehicle must be given an “A”
8 inspection in order to inspect tanks, brakes, and other related items in an “A”
9 inspection prior to re-entering revenue service. Any vehicle that has had the repair
10 of major body damage or collision repairs shall have an inspection documented
11 and forwarded to ICTC staff to insure vehicle has been returned to full
12 compliance.

13 CONTRACTOR must also meet, or exceed, the PMI requirements set forth by
14 vehicle builders and all major component manufacturers.

15 Major components include, but are not limited to, engines, transmissions, A/C and
16 heating, doors, radios, wheelchair lifts, fareboxes, destination signs, and fuel
17 tanks. Failure to follow manufacturers’ guidelines may result in liquidated
18 damages and/or termination of the Agreement. ICTC shall determine
19 CONTRACTOR’s compliance with the above requirements by reviewing detailed
20 monthly PMI reports, and or by utilizing an independent maintenance consultant.
21 ICTC may select buses randomly for independent third party inspections.

22 If CONTRACTOR wishes to revise some of these requirements during the course
23 of the service agreement (because of new information, or techniques that have
24 been approved by the manufacturer), it may present a revised plan, with
25 supporting documentation, to ICTC for review. ICTC decisions regarding revised
26 PMI procedures shall be final.

27 In addition to these minimum PMI requirements, CONTRACTOR must also
28 create and implement PMI functions for the following equipment:

1 Wheelchair Lifts and Ramps – PMI programs for all lift and ramp systems shall
2 be developed to meet the manufacturers’ requirements to address warranty, safety,
3 reliability, and longevity issues.

4
5 **16.3.4 MECHANICAL MAINTENANCE PROGRAM**

6 CONTRACTOR, at its sole cost and expense, shall provide all lubricants, repairs,
7 cleaning, cleaning agents, parts, supplies, labor, maintenance, major components,
8 and component rebuilding and replacement required for the operation of all
9 equipment pursuant to the Agreement, unless otherwise indicated.
10 CONTRACTOR shall be fully responsible for the safe and efficient maintenance
11 of all vehicles and equipment, radios, fareboxes, and all other ICTC-provided
12 equipment to be used to perform this Agreement in strict conformity to all CHP
13 regulations and Title 13 requirements.

14 ICTC may inspect any vehicle at any time. CONTRACTOR shall allow ICTC,
15 or its designated agent, access to CONTRACTOR’s facilities and records for the
16 purpose of monitoring the CONTRACTOR’s maintenance performance, as ICTC
17 deems necessary. ICTC shall be permitted to view and copy any vehicle
18 maintenance records, inspect vehicles, and request CONTRACTOR’s personnel
19 to drive vehicles and/or position vehicles to inspect the undercarriage, as is
20 necessary to evaluate the condition of vehicles used in the performance of this
21 Agreement. ICTC, or its designated agent(s), shall conduct such inspections on a
22 regular basis.

23 All parts, materials, tires, lubricants, fluids, oils and procedures used by
24 CONTRACTOR on all ICTC-owned vehicles, vehicles and equipment shall meet,
25 or exceed Original Equipment Manufacturer (OEM) specifications and
26 requirements. All parts installed by CONTRACTOR on ICTC-owned buses shall
27 become property of ICTC.

28 At a minimum, the Maintenance Program must provide that:

- 1 **16.5** The interior passenger compartment shall be free of exhaust fumes from the engine,
2 engine compartment, and exhaust system of the bus at all times.
- 3 **16.6** Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used
4 to insure that the passenger compartment temperature is comfortably maintained under
5 all climatic conditions at all times during revenue service. CONTRACTOR shall
6 maintain the A/C systems in an operable condition throughout the entire year.
- 7 **16.7** Bicycle racks (front two position SportWorks) are provided on all buses provided for this
8 service. CONTRACTOR shall maintain bicycle racks in good working order. Racks
9 shall be inspected every 3,000 miles with the “A” PMI. Racks may need to be sanded,
10 repainted or polished, or replaced (if not easily repaired).
- 11 **16.8** CONTRACTOR, as manager of the fleet, shall establish and maintain a spare parts
12 inventory based on the age and variety of vehicles, sufficient to ensure that peak hour
13 vehicle requirements are met. Vehicles may not be used to supply spare parts for other
14 buses.
- 15 **16.9** ICTC may remove a vehicle from revenue service if ICTC determines that maintenance
16 on any vehicle is not in conformity with the Agreement.
- 17 **16.10** CONTRACTOR, as an agent for ICTC in the case of warranted equipment, will be
18 responsible for ensuring that the vehicle manufacturers and all component manufacturers
19 perform or reimburse CONTRACTOR for all parts and labor, which are covered under
20 warranty. CONTRACTOR shall diligently follow the preventative maintenance program
21 so any warranty coverage on ICTC-owned or provided equipment is not lessened or
22 invalidated.
- 23 **16.11** Upon completion or termination of the Agreement for any reason, CONTRACTOR shall
24 return vehicles and all other ICTC-provided equipment to ICTC less reasonable wear-
25 and-tear, as determined by accepted bus industry standards and approved by ICTC.
- 26 **16.12** Driver and passenger seats shall be maintained in proper operating condition at all times.
27 It shall include, at a minimum, inspection, repair, and replacement for seat cushions,
28 frames, armrests, and all electrical, mechanical, and pneumatic components. All rips,

1 tears, cuts, gum, graffiti and other damage shall be cleaned and/or repaired in a
2 professional manner immediately upon their discovery. CONTRACTOR shall replace
3 seat covers that are worn or cannot be professionally repaired, using materials that are
4 identical in design and color as those materials being replaced.

5 **16.13** CONTRACTOR is responsible for all towing services related to this AGREEMENT.

6 **16.14** Tire maintenance and replacement are the responsibility of the CONTRACTOR. Any
7 new buses delivered during the Agreement will be delivered with tires purchased by ICTC
8 as part of the bus procurement. Any replacements for these original tires will be the
9 responsibility of the CONTRACTOR when the original tires require replacement.
10 CONTRACTOR must use new tires, refurbished tires are not allowed.

11 **16.15** Steam cleaning of engine compartments of buses shall be carried out with
12 CONTRACTOR equipment on a regular basis. It is expected that the engine
13 compartment be steam cleaned or pressure washed (at high temperature) prior to every
14 “A” inspection at 3,000 miles.

15 **16.16** MAINTENANCE SHOP PRACTICES

16 The CONTRACTOR provided Maintenance Manager shall verify the quality of the work
17 performed, and add his/her signature to the PMI Inspection form. Daily vehicle inspection
18 reports shall be completed prior to vehicle use. The Maintenance Manager will be
19 responsible for review of Vehicle Inspection Reports. Should a Vehicle Inspection Report
20 be submitted post vehicle use, the Maintenance Manager will review and schedule any
21 repairs immediately.

22 **16.16.1** Tires shall always be matched (by manufacturer, size, and tread pattern) on each
23 axle. CONTRACTOR shall follow manufacturer’s recommended guidelines for
24 wheel maintenance and cleaning. CONTRACTOR shall clean all wheels weekly
25 and re-paint steel wheels as necessary.

26 **16.16.2** Broken or cracked glass or window liners shall be replaced immediately upon
27 discovery. No buses shall enter into revenue service with broken or cracked glass
28 at any time. Scratched or etched glass or window liners shall be replaced weekly,

1 unless significant damage or offensive in nature, which shall require immediate
2 replacement.

3 **16.16.3** Bus Brake Replacement

4 **16.16.3.1** Both brakes on an axle will be replaced at the same time.

5 **16.16.3.2** Wheel seals will be replaced with every brake job, and bearings
6 will be checked.

7 **16.16.4** Other

8 **16.16.4.1** Cradle motor mounts shall be replaced in pairs.

9 **16.16.4.2** Radiators shall be re-cored or replaced at the time of engine
10 replacement.

11 **16.16.4.3** Bus maintenance and storage facilities shall be free of freestanding
12 water. All oil, grease, fluids, dirt, trash, rags, boxes,
13 etc. shall be removed from bus maintenance and storage facilities
14 daily. ICTC may inspect shop condition on a regular basis.

15 **16.17** BUS MAINTENANCE RECORD KEEPING

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

- 18 Year and Make
- 19 Model
- 20 Serial number/ICTC fleet number
- 21 License number
- 22 Vehicle Identification Number (VIN)
- 23 Date received
- 24 Date placed in service
- 25 Annual miles
- 26 Contract miles
- 27 Life miles
- 28 Major Component Rebuild and Replacement including date and lifemiles

1 Vehicle repairs

2 Preventive Maintenance Inspection Reports

3 Daily "Bus Condition" reports

4 Work Orders

5 The "Preventive Maintenance Inspection" Report will be kept for at least four (4) years
6 for all vehicles. The Daily Bus Report will be kept for the period required by the
7 California Highway Patrol (CHP).

8 Copies of the "Preventive Maintenance Inspection" report will be submitted to ICTC on
9 a quarterly basis, if so requested by ICTC. ICTC shall coordinate with CONTRACTOR
10 for submittal of selected summary type reports from the computerized maintenance
11 system. Any Daily Bus Report shall be submitted to ICTC upon request.
12 CONTRACTOR shall submit the entire vehicle file, or selected reports, from the
13 maintenance software system to ICTC upon request. The computerized maintenance
14 software system must be backed up regularly.

15 At the minimum, CONTRACTOR shall submit monthly maintenance report summaries
16 each month including maintenance PMIs done in the past month, and vehicle cleaning
17 summaries.

18 **16.18 SAFETY**

19 **16.18.1**ICTC will require that the Motor Carrier Unit of the CHP annually prepare and
20 submit to ICTC a Safety Compliance Report (CHP 343) and Vehicle Inspection
21 Reports (CHP 343A). CONTRACTOR shall fully cooperate with, and allow
22 access as requested to, any CHP officer, or agent, for the purposes of preparing
23 the CHP 343. CONTRACTOR must attain satisfactory ratings in each category
24 of the Safety Compliance Report. CONTRACTOR must expeditiously correct
25 any deficiencies noted on any CHP vehicle or terminal inspection report.

26 **16.18.2**ICTC requires that CONTRACTOR regularly inspect and maintain all safety
27 equipment used or required in the fulfillment of this Agreement. CONTRACTOR
28 is responsible for purchasing, at its own cost, replacement fire extinguishers, first

1 aid kits, first aid kit refill supplies, and triangle reflector kits sufficient to ensure
2 that spares are always available and that the operation maintains compliance with
3 local, state, and federal safety regulations. Drivers' daily vehicle inspection shall
4 include a check of the fire extinguisher and triangle reflector kit. Used, missing,
5 or broken items must be replaced as soon as practicable. All vehicle and facility
6 fire extinguishers shall be inspected and tagged no less frequently than annually.
7 First aid kits shall be inspected and professionally serviced at least once per year.

8 **16.19 ICTC REIMBURSEMENT OF ENGINE AND TRANSMISSION REBUILD COSTS**

9 ICTC recognizes that during the term of this Agreement, engines and/or transmissions of
10 ICTC-owned buses not under warranty may have to be rebuilt or replaced. If
11 CONTRACTOR determines that an engine or transmission needs to be rebuilt or
12 replaced, the CONTRACTOR shall notify ICTC, in writing, detailing the reasons for such
13 a determination including pertinent information from the vehicle file and a detailed cost
14 estimate. An outside vendor may be used if deemed cost effective after consultation and
15 approval by ICTC.

16 **16.19.1**After review, ICTC may direct CONTRACTOR in writing, to proceed with the
17 recommended work.

18 **16.19.2**CONTRACTOR will only be permitted to pass through to ICTC the costs related
19 to any engine or transmission work accomplished following the above-mentioned
20 procedure. ICTC will not be liable for any costs if CONTRACTOR does not
21 follow the above-mentioned procedure. CONTRACTOR must submit a detailed
22 invoice to ICTC for all such work.

23 **16.19.3**If ICTC determines that such work is necessary due to poor maintenance
24 performance by CONTRACTOR, ICTC will not be liable for any costs.

25 **16.19.4**CONTRACTOR shall remain responsible for all costs related to repair or
26 replacement of any engine-driven part including, but not limited to, generators,
27 hydraulic pumps, water pumps, fuel pumps, valve covers, oil pans, alternators,
28 voltage regulators, air compressors, air-conditioning compressors, vacuum

1 pumps, starter motors, and turbocharger. CONTRACTOR shall also remain
2 responsible for all costs related to repair or replacement of transmission-related
3 parts including, but not limited to, oil coolers, external oil lines, external filters,
4 external linkage modulators, external speedometers/odometers, "driven" gears or
5 sensors, neutral start switches, and temperature sensors.

6 **17. FACILITIES**

7 **17.1** All facilities and arrangements including office space, furniture, dispatch, maintenance
8 bays, paved, secured and lighted parking areas, storage, on/off site fueling, radio,
9 telephone and computer connections are the responsibility of CONTRACTOR and shall
10 be sufficient to support the operation of the paratransit services described herein.

11 **17.2** CONTRACTOR shall ensure that facilities provided are maintained as needed to ensure
12 a safe, hygienic, professional and attractive working environment that is in compliance
13 with local, State and Federal regulations.

14 **17.3** Services shall be operated on an inter-city and inter-county basis. Vehicles dispatched out
15 of the facilities shall travel to various destinations. ICTC does not specify preference for
16 location; however, the location shall be evaluated for practicality and functionality for the
17 administration, operations and maintenance of the system.

18 **17.4** CONTRACTOR shall locate facilities so as to be able to bring a back-up vehicle into
19 service within sixty (60) minutes from the location.

20 **17.5** The facilities are expected to serve the walk-in passenger, collect fare payment, and
21 provide a centralized site for operations and a distribution point for the sale of passes and
22 brochures.

23 **18. VEHICLES**

24 **18.1** ICTC shall supply all revenue vehicles for the services. CONTRACTOR shall supply all
25 non-revenue service hour vehicles. See Vehicles for Exhibit "A" – "IVT ACCESS
26 Paratransit Services Scope of Work FY 2024-2025 through FY 2030-231".
27 CONTRACTOR must examine the service history and schedule to determine minimum
28 size of vehicles and spares required for efficient service operation.

1 **18.2** CONTRACTOR shall maintain adequate air-conditioning and passenger comfort on-
2 board at all times.

3 **18.3** ICTC may inspect vehicles on- or off-route and pull a vehicle out of service at any time
4 due to perceived or reported safety violations, lack of air conditioning, lack of functional
5 wheel chair lift or other condition that impacts the health and welfare of
6 passengers.

7 **19. PERSONNEL**

8 **19.1** CONTRACTOR shall provide all management, office staff, drivers, dispatchers,
9 mechanics, maintenance clerks, cleaners, service workers, telephone information
10 operators, road supervisors and such other personnel necessary to responsibly operate
11 ICTC's paratransit services system, including any onboard security or supervision. It
12 is understood that CONTRACTOR may subcontract components of its operations;
13 however, no such subcontract shall relieve CONTRACTOR from responsibility to ensure
14 compliance with the terms of this Agreement. ICTC reserves the right to make any
15 adjustments to the service, methodology to the delivery of service and operations. All
16 road supervisors and service managers shall be licensed and trained to drive applicable
17 service vehicles.

18 **19.2** CONTRACTOR will recruit, screen, hire, discipline and train personnel as necessary,
19 conduct monthly safety and other related employee meetings as necessary and perform
20 liaison activities with ICTC and other agencies related to execution of this Agreement. A
21 copy of employee benefits, work rules and union contracts shall be provided to ICTC.
22 CONTRACTOR shall meet and coordinate with ICTC on a frequent basis.

23 **19.3** CONTRACTOR shall supervise all drivers to the end that they are courteous to all patrons
24 at all times and respond to patrons' questions regarding use of the transit system or
25 connecting systems accurately.

26 **19.4** CONTRACTOR shall provide ICTC with an organizational chart prior to start-up. After
27 startup, CONTRACTOR shall provide a list of drivers' names and update said list
28 monthly. CONTRACTOR shall not place a driver into service without the driver first

1 completing CONTRACTOR's training program as outlined in Paragraph 20. Failure to
2 comply with this section may result in termination of this Agreement.

3 **20. TRAINING**

4 **20.1.** CONTRACTOR shall provide full training for CONTRACTOR's drivers. This training
5 shall be a minimum of eighty (80) hours per employee, of which at least thirty (30) hours
6 shall be behind the wheel. This training must be completed before a driver can enter
7 unsupervised passenger service. CONTRACTOR shall maintain and certify driver
8 records, subject to review by ICTC and CHP.

9 **20.2** All CONTRACTOR employees, including dispatchers and supervisor(s), shall be trained
10 and certified as drivers. Such training shall meet all requirements of the State of
11 California. A detailed description of CONTRACTOR's proposed training program shall
12 be submitted to ICTC within thirty (30) days of the execution of this Agreement.
13 CONTRACTOR's training plan shall provide a minimum of eight (8) hours of annual
14 refresher training per driver.

15 **20.3** CONTRACTOR shall conduct classroom training in at least the following areas: multi-
16 media first aid training, cardiopulmonary resuscitation ("CPR"), National Safety Council
17 (or approved equivalent) defensive driving course, customer service, sensitivity/empathy
18 training, emergency and accident procedures and wheelchair loading and securement
19 procedures.

20 **20.4** CONTRACTOR will have all drivers obtain a class of drivers license as required by law,
21 and certification in CPR and first aid. All CONTRACTOR employees must pass a pre-
22 employment physical examination, paid for by CONTRACTOR, prior to start of training.
23 All of CONTRACTOR's drivers shall be subject to a pre-employment background check,
24 a review of their California Department of Motor Vehicle records.

25 **20.5** Drivers will be trained by a trainer or trainers who are certified by the National Safety
26 Council (or other approved agency) to instruct the defensive driving course and are
27 certified by either the American Heart Association or Red Cross (or another approved
28 agency) to instruct the drivers in first aid and CPR. CONTRACTOR shall certify their

1 trainer in customer service, sensitivity training, emergency and accident procedures and
2 wheelchair loading and securement procedures, or as may otherwise be required by local,
3 State or Federal law or regulations.

4 **20.6** CONTRACTOR shall require all drivers to attend a monthly safety meeting that shall be
5 a minimum of one (1) hour in duration. CONTRACTOR shall implement a planned
6 program of safety retraining to be conducted at the safety meetings. ICTC and its
7 representatives shall be allowed to attend said safety meetings.

8 **21. LICENSES**

9 **21.1** CONTRACTOR shall provide and maintain licenses for its radio system.

10 **21.2** CONTRACTOR shall be responsible for any locally required business or other licenses,
11 including FCC and Public Utilities Commission certificates as required and necessary.
12 CONTRACTOR shall also be solely responsible for any parking and traffic violations of
13 vehicles operated in connection with ICTC's paratransit program.

14 **22. UNIFORMS**

15 CONTRACTOR shall provide and maintain clean, color-coordinated and identical uniforms to
16 be approved by ICTC for all CONTRACTOR employees. CONTRACTOR shall enforce a dress
17 and appearance code. At a minimum, dress requirements shall include: shirts, slacks or shorts.
18 Headgear is optional but if worn will be a design of a baseball-type hats. Jackets will be uniform
19 for use in cold or rainy weather. All shirts and jackets will have sewn name badges and
20 identification patches with a logo that has been approved by ICTC. Sandals or open-toed shoes
21 are not allowed.

22 **23. SAFETY AND SECURITY**

23 **23.1** CONTRACTOR shall be responsible for the safety and security of passengers during
24 operations and for all related equipment and facilities. CONTRACTOR shall develop
25 specific procedures that define the safety and security program for ICTC's paratransit
26 services. Safety and organizational meetings shall be held with all CONTRACTOR
27 employees at least once per month.

28

1 **23.2** CONTRACTOR shall report all hazardous conditions (e.g., trees, signs, slides, etc.) in
2 the service area to ICTC and any other appropriate authority and take necessary
3 precautions to safeguard passengers and personnel.

4 **23.3** CONTRACTOR shall comply with all CHP and State and Federal Occupational Health
5 and Safety Administration requirements. CONTRACTOR shall not permit drivers to
6 bear weapons of any type while operating a vehicle under this Agreement.

7 **24. INSURANCE REQUIREMENTS:**

8 **24.1** Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full
9 force and effect all policies of insurance required hereunder with an insurance
10 company(ies) either (i) admitted by the California Insurance Commissioner to do business
11 in the State of California and rated not less than "A- VII" in Best's Insurance Rating
12 Guide, or (ii) authorized by ICTC's Executive Director or his/her designee at any time
13 and in his/her sole discretion. The following policies of insurance are required:

14 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as
15 the most current version of Insurance Services Office (ISO) Commercial General
16 Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property
17 damage" and "personal and advertising injury" with coverage for premises and operations
18 (including the use of owned and non-owned equipment), products and completed
19 operations, and contractual liability (including, without limitation, indemnity obligations
20 under the Contract) with limits of liability of not less than the following:

21 \$20,000,000 per occurrence for bodily injury and property damage

22 \$20,000,000 per occurrence for personal and advertising injury

23 \$20,000,000 aggregate for products and completed operations

24 \$20,000,000 general aggregate

25 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad
26 as the most current version of Insurance Service Office (ISO) Business Auto Coverage
27 Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles
28

1 or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than
2 \$20,000,000 per accident for bodily injury and property damage.

3 (iii) GARAGEKEEPERS LIABILITY insurance which shall include coverage for all ICTC
4 vehicles in the care, custody, and control of the CONTRACTOR with limits of liability
5 of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

6 (iv) FIDELITY BOND/CRIME insurance which shall be at least as broad as the most current
7 version of Insurance Services Office (ISO) Commercial Crime Coverage Form CR 00 20
8 and include coverage for employee theft, forgery or alteration, inside the premises – theft
9 of money and securities, inside the premises –robbery or safe burglary, outside the
10 premises, computer fraud, funds transfer fraud and money orders and counterfeit paper
11 currency, with limits of liability of not less than \$100,000 per claim/occurrence.

12 (v) WORKERS' COMPENSATION insurance as required under the California Labor Code.

13 (vi) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000
14 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

15 **24.2** Should CONTRACTOR maintain higher limits than the minimum limits shown above,
16 ICTC requires and shall be entitled to coverage for the higher limits maintained by
17 CONTRACTOR. Any available insurance proceeds in excess of the specified minimum
18 limits of insurance and coverage shall be available to ICTC.

19 **24.3** In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to
20 meet the minimum limits of insurance set forth above, this insurance policy(ies) shall
21 “follow form” and afford no less coverage than the primary insurance policy(ies).

22 **24.4** CONTRACTOR shall be responsible for payment of any deductibles contained in any
23 insurance policies required hereunder and CONTRACTOR shall also be responsible for
24 payment of any self-insured retentions. Any deductibles or self-insured retentions must
25 be declared to, and approved by, the ICTC’s Executive Director or his/her designee. At
26 the option of the ICTC’s Executive Director or his/her designee, either: (i) the insurer
27 shall reduce or eliminate such deductibles or self-insured retentions as respects to ICTC,
28 its board members, officers, employees, agents and volunteers, and Cities and their

1 elected officials, officers, employees, agents and volunteers: or (ii) CONTRACTOR shall
2 provide a financial guarantee, satisfactory to ICTC's Executive Director or his/her
3 designee, guaranteeing payment of losses and related investigations, claim administration
4 and defense expenses. At no time shall ICTC or Cities be responsible for the payment of
5 any deductibles or self-insured retentions.

6 **24.5** All policies of insurance required hereunder shall be endorsed to provide that the
7 coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except
8 after 30 calendar day written notice has been given to ICTC. Upon issuance by the
9 insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage
10 or in limits, CONTRACTOR shall furnish ICTC with a new certificate and applicable
11 endorsements for such policy(ies). In the event any policy is due to expire during the
12 work to be performed for ICTC, CONTRACTOR shall provide a new certificate, and
13 applicable endorsements, evidencing renewal of such policy not less than 15 calendar
14 days prior to the expiration date of the expiring policy.

15 **24.6** The General Liability and Automobile Liability insurance policies shall be written on an
16 occurrence form and shall name ICTC, its board members, officers, employees and agents
17 as an additional insured. Such policy(ies) of insurance shall be endorsed so
18 CONTRACTOR's insurance shall be primary and no contribution shall be required of
19 ICTC. The coverage shall contain no special limitations on the scope of protection
20 afforded to ICTC, its board members, officers, employees and agents. Garagekeepers
21 Liability insurance shall be written on a direct primary coverage form and include
22 comprehensive and collision coverage. The Workers' Compensation insurance policy
23 shall contain a waiver of subrogation as to ICTC, its board members, officers, employees
24 and agents.

25 **24.7** CONTRACTOR shall furnish ICTC all certificate(s) and applicable endorsements
26 effecting coverage required hereunder. All certificates and applicable endorsements are
27 to be received by ICTC and approved by ICTC's Executive Director or his/her designee
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1 prior to ICTC's execution of the Agreement and before work commences. Upon request
2 of ICTC, CONTRACTOR shall immediately furnish ICTC with a complete copy of any
3 insurance policy required under this Agreement, including all endorsements, with said
4 copy certified by the underwriter to be a true and correct copy of the original policy. This
5 requirement shall survive expiration or termination of this Agreement.

6 **24.8** If at any time during the life of this Agreement or any extension, CONTRACTOR or any
7 of its subcontractors fail to maintain any required insurance in full force and effect, all
8 work under this Agreement shall be discontinued immediately, and all payments due or
9 that become due to CONTRACTOR shall be withheld until notice is received by ICTC
10 that the required insurance has been restored to full force and effect and that the premiums
11 therefore have been paid for a period satisfactory to ICTC. Any failure to maintain the
12 required insurance shall be sufficient cause for ICTC to terminate this Agreement. No
13 action taken by ICTC hereunder shall in any way relieve CONTRACTOR of its
14 responsibilities under this Agreement.

15 **24.9** The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or
16 diminish the liability of CONTRACTOR, including, without limitation, liability under
17 the indemnity provisions of this Agreement. The duty to indemnify ICTC shall apply to
18 all claims and liability regardless of whether any insurance policies are applicable. The
19 policy limits do not act as a limitation upon the amount of indemnification to be provided
20 by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall
21 in no way relieve from liability nor limit the liability of CONTRACTOR, its principals,
22 officers, employees, agents, persons under the supervision of CONTRACTOR, vendors,
23 suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed
24 directly or indirectly by any of them.

25 **24.10** If CONTRACTOR should subcontract all or any portion of the services to be performed
26 under this Agreement, CONTRACTOR shall require each subcontractor to provide
27 insurance protection in favor of ICTC, its board members, officers, employees and agents
28 in accordance with the terms of each of the preceding paragraphs, except that the

1 subcontractors' certificates and endorsements shall be on file with CONTRACTOR and
2 ICTC prior to the commencement of any work by the subcontractor.

3 **25. TERMINATION**

4 **25.1 Termination Provisions:** Termination clauses are located in Attachment A and in accordance
5 with Section 30 of this Agreement.

6 **26. FUTURE CONTRACTUAL SERVICE ADJUSTMENTS.**

7 The service provided is dictated by the ridership demand and economics of the annual budget
8 process. After a contract has been executed, service demand may increase or decrease. Adjustments
9 within the original scope of work may take place to the contracted revenue service days or hours
10 that will affect the service pricing. The ICTC or the CONTRACTOR may initiate a discussion to
11 adjust the level(s) of service. Adjustments to pricing for a service hour increase or decrease
12 modification will be based on the cost per hour in effect for that fiscal year, as agreed and
13 submitted in the proposal submitted entitled "ADA Paratransit Services for IVT ACCESS" dated
14 April 10, 2024. Contact service modifications, subsequent extensions, agreement terms and
15 subsidy are subject to criteria. Criteria for determining and evaluating the appropriateness of the
16 modification or extension will be reviewed and approved by the ICTC Commission and Caltrans.
17 Changes will not be made outside of the scope of work of this project. Changes will not be made
18 to the contract during the first thirty (30) days of operation. Changes may not be made unilaterally
19 or solely at the request of a passenger.

20 **27. EMPLOYEE WORK RULES**

21 CONTRACTOR shall enforce the following employee rules:

22 **27.1** Uniforms must be worn at all times when on duty and shall be clean and presentable at
23 all times. Uniform designs, colors and ID tags are subject to ICTC approval.

24 **27.2** Gratuities shall not be accepted.

25 **27.3** Drivers shall have a thorough knowledge of ICTC transit services and service areas.
26 Drivers shall also have a basic knowledge of potential transfer locations for all ICTC
27 transit services.

28 **27.4 General Rules**

1 **27.4.1** No one will be permitted to smoke, eat or drink aboard vehicles at any time. This
2 includes passengers and staff.

3 **27.4.2** Boisterous language, profanity or incivility to anyone shall not be allowed while
4 CONTRACTOR's personnel is in uniform and representing CONTRACTOR and
5 ICTC, whether on- or off-duty.

6 **27.4.3** While in uniform, no CONTRACTOR employee shall purchase, consume or be
7 under the influence of any narcotic, intoxicant, or harmful drug.

8 **27.4.4** Drivers shall be responsible for keeping all vehicles clean and sanitary during
9 their shift.

10 **27.4.5** All CONTRACTOR employees are responsible for reporting any defects noted in
11 any vehicle to the supervisor and maintenance department immediately. Drivers
12 shall conduct a "walk-around" and an in-vehicle inspection of their vehicle and
13 fill out a form approved by ICTC for denoting the results of such inspection(s)
14 daily. Vehicle inspection documentation shall be reviewed by management staff
15 on a daily basis and corrective items noted should be addressed as quickly as
16 possible. Drivers shall have maintenance or management personnel resolve any
17 doubt about the safety of a vehicle prior to placing a vehicle in passenger service.

18 **27.4.6** Employees may use vehicles only in accordance with their assigned duties.

19 **27.4.7** Employees must conduct themselves and operate vehicles in a safe and courteous
20 manner at all times.

21 **27.4.8** No one shall be permitted to solicit on the vehicle.

22 **27.4.9** No item longer than five (5) feet will be permitted on the vehicle.

23 **27.4.10** All information regarding accidents shall be treated as confidential. Employees
24 shall refrain from speaking to anyone concerning any accident unless it is to
25 police, supervisory personnel, or other person(s) involved in the accident as
26 required by law.

27 **27.4.11** Persons under the influence of any intoxicant, narcotic, or harmful drug shall not
28 be permitted on the vehicle.

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27.4.12 Drivers providing service shall be required to travel over prescribed routes. If it becomes necessary to leave the route, the dispatcher or immediate supervisor shall be notified immediately. ICTC reserves the right to modify routes or create deviations as necessary to provide effective service.

27.4.13 Drivers will provide the assistance required to help elderly and disabled persons boarding and de-boarding vehicles, moving to their seat and/or maneuvering and securing wheelchairs. Under no circumstances will drivers enter a passenger’s residence or physically lift a passenger.

27.4.14 No vehicle shall be operated when its condition is unsafe or uncertain.

27.4.15 No driver shall operate the wheelchair lift until he/she has received the required training and if there is any doubt whatsoever about the mechanical condition of the lift or safety of the passenger as a result from using the lift. Wheelchair lift operation shall be in compliance with the methodology recommended by the organizational equipment manual.

28. ICTC POLICIES AND STANDARDS

CONTRACTOR shall meet ICTC transit service policies and standards in the operation of ICTC’s IVT ACCESS paratransit services. Penalty payments shall be assessed in accordance with the Table of Incentives and Penalties.

29. CONFLICT OF INTEREST

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.

30. COMPLIANCE WITH INDUSTRY REGULATIONS, POLICIES AND LAWS

CONTRACTOR is required to acknowledge and abide by the required federal clauses contained in Attachment A as “Required Clauses”. CONTRACTOR further agrees to comply with 49 CFR Part 40 as it pertains to Drug and Alcohol compliance.

31. INDEMNIFICATION

1 To the furthest extent allowed by law, CONTRACTOR shall indemnify, hold harmless and
2 defend ICTC and each of its board members, officers, employees and agents from any and all
3 loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict
4 liability, including but not limited to personal injury, death at any time and property damage)
5 incurred by ICTC, CONTRACTOR or any other person, and from any and all claims, demands
6 and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged
7 to have arisen directly or indirectly out of performance of this Agreement. CONTRACTOR's
8 obligations under the preceding sentence shall apply regardless of whether Indemnitees are
9 negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages
10 caused solely by the gross negligence, or caused by the willful misconduct, of ICTC or its board
11 members, officers, employees, agents and volunteers.

12 **31.1** If CONTRACTOR should subcontract all or any portion of the work to be performed
13 under this Agreement, CONTRACTOR shall require each subcontractor to indemnify,
14 hold harmless and defend ICTC and each of its board members, officers, employees and
15 agents in accordance with the terms of the preceding paragraph.

16 **31.2** This section shall survive termination or expiration of this Agreement.

17 **32. INDEPENDENT CONTRACTOR**

18 In all situations and circumstances arising out of the terms and conditions of this Agreement,
19 CONTRACTOR is an independent contractor, and as an independent contractor, the following
20 shall apply:

21 **32.1** CONTRACTOR is not an employee or agent of ICTC and is only responsible for the
22 requirements and results specified by this Agreement or any other Agreement.

23 **32.2** CONTRACTOR shall be responsible to ICTC only for the requirements and results
24 specified by this Agreement and except as specifically provided in this Agreement, shall
25 not be subject to ICTC's control with respect to the physical actions or activities of
26 CONTRACTOR in fulfillment of the requirements of this Agreement.

27 **32.3** CONTRACTOR is not, and shall not be, entitled to receive from, or through, ICTC, and
28 ICTC shall not provide, or be obligated to provide, CONTRACTOR with Worker's

1 Compensation coverage or any other type of employment or worker insurance or benefit
2 coverage required or provided by any Federal, State or local law or regulation for, or
3 normally afforded to, an employee of ICTC.

4 **32.4** CONTRACTOR shall not be entitled to have ICTC withhold or pay, and ICTC shall not
5 withhold or pay, on behalf of CONTRACTOR, any tax or money relating to the Social
6 Security Old Age Pension Program, Social Security Disability Program, or any other type
7 of pension, annuity, or disability program required or provided by any Federal, State or
8 local law or regulation.

9 **32.5** CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or
10 make any claim against any ICTC fringe program, including, but not limited to, ICTC's
11 pension plan, medical and health care plan, dental plan, life insurance plan, or any other
12 type of benefit program, plan, or coverage designated for, provided to, or offered to
13 ICTC's employee.

14 **32.6** ICTC shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State, or local
15 tax, including, but not limited to, any personal income tax, owed by CONTRACTOR.

16 **32.7** CONTRACTOR is, and at all times during the term of this Agreement, shall represent
17 and conduct itself as an independent contractor, not as an employee of ICTC.

18 **32.8** CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind
19 or obligate the ICTC in any way without the written consent of ICTC.

20 **33. ASSIGNMENT**

21 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
22 CONTRACTOR without the prior written consent of ICTC.

23 **34. CONTRACTUAL DISPUTE RESOLUTION**

24 **34.1** Disputes arising in the performance of this Agreement which are not resolved by
25 agreement of the parties shall be decided in writing by the ICTC Board. Each party shall
26 have the right to submit any unresolved dispute to mediation. If the parties cannot agree
27 on a mediator, then each party shall select its own mediator and those mediators will
28

1 jointly select a third mediator to mediate the dispute. If mediation is not successful, the
2 parties may pursue their remedies as they choose.

3 **34.2** Unless otherwise directed by ICTC, CONTRACTOR shall continue performance under
4 this Agreement while matters in dispute are being resolved.

5 **34.3** The duties and obligations imposed by this Agreement and the rights and remedies
6 available hereunder shall be in addition to and not a limitation of any duties, obligations,
7 rights and remedies otherwise imposed or available by law. No action or failure to act by
8 either party shall constitute a waiver of any right or duty afforded any of them under this
9 Agreement, nor shall any such action or failure to act constitute an approval of or
10 acquiescence in any breach hereunder, except as may be specifically agreed in writing.

11 **35. NOTICES AND REPORTS**

12 All notices and reports under this Agreement shall be in writing and may be given by personal
13 delivery or by mailing by certified mail, addressed as follows:

14 ICTC
15 Imperial County Transportation Commission
16 Attention: David Aguirre
17 Executive Director
1503 N Imperial Ave., Suite 104
El Centro, CA 92243

CONTRACTOR
TransDev Services, Inc
Attention: W.C. Pihl
Senior VP of Business Development
720 East Butterfield Rd, Suite 300
Lombard, IL 60148

18 Notices and reports under this Agreement may be given by personal delivery or by mailing by
19 certified mail at such other address as either party may designate in a notice to the other party
20 given in such manner. Any notice given by mail shall be considered given when deposited in the
21 United States Mail, postage prepaid, addressed as provided herein.

22 **36. ENTIRE AGREEMENT**

23 This Agreement contains the entire Agreement between ICTC and CONTRACTOR relating to
24 the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
25 understandings, provisions, negotiations, representations, or statements, either written or oral.

26 **37. MODIFICATION**

1 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
2 unless the same is in writing and signed by the party against whom the enforcement of such
3 modification, waiver, amendment, discharge, or change is or may be sought.

4 **38. CAPTIONS**

5 Captions in this Agreement are inserted for convenience of reference only and do not define,
6 describe or limit the scope or the intent of this Agreement or any of the terms thereof.

7 **39. PARTIAL INVALIDITY**

8 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,
9 or unenforceable, the remaining provisions will nevertheless continue in full force without being
10 impaired or invalidated in any way.

11 **40. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS**

12 As used in this Agreement and whenever required by the context thereof, each number, both
13 singular and plural, shall include all numbers, and each gender shall include a gender.
14 CONTRACTOR as used in this Agreement or in any other document referred to in or made a part
15 of this Agreement shall likewise include both singular and the plural, a corporation, a partnership,
16 individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or
17 in any other representative capacity or any other entity. All covenants herein contained on the
18 part of CONTRACTOR shall be joint and several if more than one person, firm or entity executes
19 the Agreement.

20 **41. WAIVER**

21 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be
22 construed to be a waiver of any other breach or to be a consent to any further or succeeding
23 breach of the same or any other covenant or condition.

24 **42. CHOICE OF LAW**

25 The laws of the State of California shall govern this Agreement. This Agreement is made and
26 entered into in Imperial ICTC, California. Any action brought by either party with respect to this
27 agreement shall be brought in a court of competent jurisdiction within said location.

28 **43. ATTORNEYS' FEES AND COSTS**

1 If either party herein brings an action to enforce the terms thereof or declare rights hereunder, the
2 prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorneys'
3 fees as fixed by the court and his actual costs to be paid by the losing party.

4 **44. FORCE MAJEURE**

5 If any party fails to perform its obligation because of embargoes, acts of God, inability to obtain
6 labor or materials, fuel shortages, government restrictions, governmental regulations,
7 governmental controls, judicial orders, enemy or hostile governmental action, civil commotion,
8 fire or other casualty, or other causes beyond the reasonable control of the party obligated to
9 perform, then that party's performance shall be excused. However, CONTRACTOR shall not
10 receive payment for vehicle service hours that are not provided. CONTRACTOR'S failure to
11 perform due to strikes, lockouts, and labor disputes may be excused in ICTC's sole discretion.

12 **45. AUTHORITY**

13 Each individual executing this Agreement on behalf of CONTRACTOR represents and warrants
14 that:

15 **45.1** He/She is duly authorized to execute and deliver this Agreement on behalf of
16 CONTRACTOR;

17 **45.2** Such execution and delivery is in accordance with the terms of the Articles of
18 Incorporation or Partnership, any by-laws or Resolutions of CONTRACTOR and;

19 **45.3** This Agreement is binding upon CONTRACTOR in accordance with its terms.

20 CONTRACTOR shall deliver to ICTC evidence acceptable to ICTC of the foregoing
21 within thirty days of execution of this Agreement.

22 **46. SUSPENSION AND DEBARMENT**

23 **46.1.** This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such,
24 CONTRACTOR is required to verify that neither CONTRACTOR, its principals, as
25 defined at 49 CFR 29.995, or its affiliates, as defined at 49 CFR 29.905, are excluded or
26 disqualified as defined at 49 CFR 29.940 and 29.945.

1 **46.2.** CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the
2 requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction
3 it enters into.

4 **46.3.** By executing this Agreement, CONTRACTOR certifies that the certification in this
5 clause is a material representation of fact relied upon by ICTC. If it is later determined
6 that CONTRACTOR knowingly rendered an erroneous certification, in addition to
7 remedies available to ICTC, the Federal Government may pursue available remedies,
8 including but not limited to suspension and/or debarment. CONTRACTOR agrees to
9 comply with the requirements of 49 CFR 29, Subpart C for the duration of the term of
10 this Agreement. CONTRACTOR further agrees to include a provision requiring such
11 compliance in its lower tier covered transactions.

12 **47. DISADVANTAGED BUSINESS ENTERPRISE**

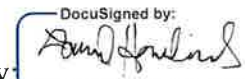
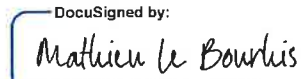
13 CONTRACTOR acknowledges and understands that this Agreement is subject to the requirements
14 of Title 49, Code of Federal Regulations, Part 26, entitled "Participation by Disadvantaged Business
15 Enterprises in Department of Transportation Financial Assistance Programs." CONTRACTOR shall
16 reference and abide by these requirements when working pursuant to this Agreement.

17
18 **IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first
19 above written.

20
21
22 **IMPERIAL COUNTY
TRANSPORTATION COMMISSION:**

23
24 By: 
25 Chairperson

CONTRACTOR:

26
27 By:  
28 Laura J. Hendricks Mathieu Le Bourhis
Chief Executive Officer CFO

ATTEST:


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CRISTI LERMA
Secretary to ICTC

APPROVED AS TO FORM:

ERIC HAVENS
County Counsel

By: 

County Counsel