

**AGREEMENT FOR IMPERIAL VALLEY TRANSIT (IVT) FIXED ROUTE SERVICES**

THIS AGREEMENT FOR IVT FIXED ROUTE 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 Fixed Route services among prospective CONTRACTORs for the delivery of the IVT Fixed Route system.

**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 (service shall begin 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 but are not limited to Federal Transit Administration (FTA) Section 5307, 5310, and 5311 Grants, Local Transportation Funds (LTF), State Transportation Assistance Funds (STAF) and Local Transportation Authority (LTA).

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**2. DEFINITIONS**

- 2.1 “Request for Proposal” shall mean “ IVT Fixed Route Services Request for Proposal 2024” dated March 2024 and is incorporated herein by this reference.
- 2.2 “Proposal” shall mean CONTRACTOR’s completed proposal entitled “Fixed Route Transit Services for Imperial Valley Transit (IVT)” dated April 10, 2024, CONTRACTOR submitted to ICTC on the proposal due date and is incorporated herein by this reference.
- 2.3 “Attendant” shall include one (1) individual to assist the disabled passenger.
- 2.4 “Eligible passenger” shall include those individuals deemed eligible for the fixed route service through a determination process.
- 2.5 “Disability,” with respect to an individual, shall include all impairments as defined by the Act at 49 Code of Federal Regulations (“CFR”) 37.3.
- 2.6 “General public” shall include those individuals that do not have an impairment(s) as defined by the Act at 49 CFR 37.3.
- 2.7 “One-way trip” is defined as authorized travel between two (2) points. A new One-Way Trip begins with the cessation of the previous trip.
- 2.8 “Route” is defined as a repetitive pattern of travel for a specific date and time that remains the same, each time performed. Each route will have a specific number or color designation for purposes of identification.
- 2.9 “Senior” shall include individuals who are fifty-five of age or older.
- 2.10 “Subscriber” shall include individuals who travel to the same destination at the same time on a regular basis.

**3. DESCRIPTION OF WORK**

- 3.1 The services to be provided under this agreement with ICTC are those contained in the document entitled “IVT Fixed Route Services Scope of Work FY 2024-2025 through FY 2030-31”, attached hereto as Exhibit “A” and incorporated by this reference.
- 3.2 This Agreement is for fixed-route transit services and implies a service that operates a majority of its services based upon a set, designated pattern and routes of travel, within a

1 designated operating area and with specific hours of operation. There may be routes or  
2 trips that are in a demonstration phase throughout the term of this Agreement. The fixed-  
3 route transit services system, when viewed in its entirety, must achieve a negotiated fare  
4 box. Routes and trips are to be monitored separately for performance standards,  
5 efficiency and effectiveness.

6 **3.3** In the event of a conflict among this Agreement, the Request for Proposal and the Proposal,  
7 the Request for Proposal shall take precedence over the Proposal and this Agreement shall  
8 take precedence over both.

9 **4. RESPONSIBILITIES OF CONTRACTOR**

10 **4.1** CONTRACTOR shall provide management, technical and operating personnel, services,  
11 equipment, non revenue service hour vehicles and facilities necessary for the operation  
12 of ICTC's fixed route services. In addition, CONTRACTOR shall participate fully in the  
13 meetings and events of the Social Services Transportation Advisory Council (SSTAC).

14 **4.2** In providing the services and oversight provided pursuant to this Agreement,  
15 CONTRACTOR will act in the capacity of an independent contractor and will provide  
16 management, technical and operating personnel, services, equipment and facilities  
17 necessary for the operation of ICTC's fixed route services.

18 **4.3** In the event of a major emergency (e.g., earthquake, flood or manmade catastrophe),  
19 CONTRACTOR shall make transportation and communication resources available to the  
20 degree possible for emergency assistance. Line of Instruction may or may not be direct  
21 through ICTC. CONTRACTOR shall take instruction from the organization that has  
22 assumed responsibility for the evacuation and/or transport of injured and ambulatory  
23 wounded and movement of persons to food and shelter facilities, e.g., local police or  
24 ICTC's Office of Emergency Services.

25 **4.4** CONTRACTOR shall comply with all terms, conditions and requirements of the Request  
26 for Proposal and this Agreement.

27 **4.5** CONTRACTOR shall perform such other tasks as necessary and proper for the full  
28 performance of the obligations assumed by CONTRACTOR hereunder.

1 **5. RESPONSIBILITIES OF ICTC**

2 **5.1.** ICTC will provide management oversight, establish priorities for service delivery,  
3 perform on-going planning, programming and establish related policies for all activities  
4 relative to the services, service areas, fares, schedules, days and hours of operations,  
5 preparation of planning documents, budgets, grant applications and related  
6 documentation, certification and eligibility and other such activities relative to overall  
7 system administration and contract compliance monitoring. ICTC reserves the right to  
8 modify any aspect of the service.

9 **5.2.** ICTC will pay a not-to-exceed annual reimbursement or subsidy within thirty (30) days after  
10 submittal of monthly invoices pertaining to the service. The monthly subsidy will be  
11 calculated by the subtraction of fare revenues collected and retained by the CONTRACTOR,  
12 from the cost, and will be paid in arrears. CONTRACTOR shall establish and maintain  
13 accounting records as required by the Federal Transit Administration (FTA), the State  
14 Department of Transportation (Caltrans), and Imperial County Transportation  
15 Commission (ICTC). CONTRACTOR will be subject to annual fiscal and operational  
16 audits.

17 **5.3.** Disputes between passengers and CONTRACTOR will first be handled by  
18 CONTRACTOR's management personnel. ICTC will inform CONTRACTOR of all  
19 disputes. ICTC shall act as the final step and/or body of appeals in the resolution of any  
20 service complaints that CONTRACTOR is unable to resolve.

21 **5.4.** ICTC reserves the right to impose financial penalties for situations or items in this  
22 Agreement that are violated. (See Exhibit "A-3" for Table of Liquidated Damages).  
23 Adjustments would be made at the time of monthly compensation.

24 **5.5.** An authorized agent of ICTC will handle administration, monitoring and determination  
25 of compliance with the requirements of this Agreement. All aspects of daily operations  
26 will be available to inspection/observation by an authorized representative of ICTC.

27 **6. SERVICE IMPLEMENTATION**

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

3 **7. REPRESENTATIONS BY CONTRACTOR.**

4 **7.1** CONTRACTOR understands and agrees that ICTC has limited knowledge in the transit  
5 services specified in the description of work. CONTRACTOR has represented itself to be  
6 expert in these fields and understands that ICTC is relying upon such representation.

7 **7.2** CONTRACTOR represents and warrants that it is a lawful entity possessing all required  
8 licenses and authorities to do business in the State of California and perform all aspects of  
9 this Agreement.

10 **7.3** CONTRACTOR shall not commence any work under this Agreement or provide any  
11 other services, or materials, in connection therewith until CONTRACTOR has received  
12 written authorization from the ICTC Executive Director or his designee, via a Notice to  
13 Proceed, to do so.

14 **7.4** CONTRACTOR represents and warrants that the people executing this Agreement on  
15 behalf of CONTRACTOR have the authority of CONTRACTOR to sign this Agreement  
16 and bind CONTRACTOR to the performance of all duties and obligations assumed by  
17 CONTRACTOR herein.

18 **7.5** CONTRACTOR represents and warrants that any employee, CONTRACTOR,  
19 subcontractor and agent who will be performing any of the duties and obligations of  
20 CONTRACTOR herein possess all required licenses and authorities, as well as the  
21 experience and training, to perform such tasks.

22 **7.6** CONTRACTOR represents and warrants that the allegations contained in its Proposal are  
23 true and correct.

24 **7.7** CONTRACTOR understands that ICTC considers the representations made herein to be  
25 material and would not enter into this Agreement with CONTRACTOR if such  
26 representations were not made.

27  
28 **8. COMPENSATION**

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

2 **8.1.** A fixed hourly rate per fiscal year shall apply for each vehicle service or revenue hour.

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

9 **8.2.** The fixed hourly rate per fiscal year will be determined by the use of the combination of  
10 two other rates divided by the total annual vehicle service hours.

11 **8.2.1.** A variable monthly rate for all cost elements assigned to CONTRACTOR that  
12 can change.

13 **8.2.2.** A fixed monthly rate for all cost elements assigned to CONTRACTOR with  
14 known quantities or costs that are not included in the variable monthly rate.

15 **8.3.** Compensation for services provided for under Exhibit “A” – “IVT Fixed Route Services  
16 Scope of Work FY 2024-2025 through FY 2030-31” shall be as follows:

17 **8.3.1.** For the period July 1, 2024 through June 30, 2025, the price is identified as  
18 \$5,331,538.16. The fare box is established at seventeen percent (17%); therefore  
19 the annual not-to-exceed subsidy shall be \$4,425,176.67.

20 **8.3.2.** For the period July 1, 2025 through June 30, 2026, the price is identified as  
21 \$5,286,804.71. The fare box is established at seventeen percent (17%); therefore  
22 the annual not-to-exceed subsidy shall be \$4,388,047.91.

23 **8.3.3.** For the period July 1, 2026 through June 30, 2027, the price is identified as  
24 \$5,551,040.66. The fare box is established at seventeen percent (17%); therefore  
25 the annual not-to-exceed subsidy shall be \$4,607,363.75.

26 **8.3.4.** For the period July 1, 2027 through June 30, 2028, the base price is identified as  
27 \$5,706,201.00. The fare box is established at seventeen percent (17%); therefore  
28 the annual not-to-exceed subsidy shall be \$4,736,146.83.

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- 8.3.5.** For the period July 1, 2028 through June 30, 2029, the base price is identified as \$5,937,654.05. The fare box is established at seventeen percent (17%); therefore the annual not-to-exceed subsidy shall be \$4,928,252.86.
- 8.3.6.** For the period July 1, 2029 through June 30, 2030, the base price is identified as \$6,172,204.07. The fare box is established at seventeen percent (17%); therefore the annual not-to-exceed subsidy shall be \$5,122,929.38.
- 8.3.7.** For the period July 1, 2030 through June 30, 2031, the base price is identified as \$6,363,243.84. The fare box is established at seventeen percent (17%); therefore the annual not-to-exceed subsidy shall be \$5,281,492.39 .
- 8.3.8.** The fare box recovery ratio of 17% (or any other fare box ratio calculated and ultimately required during the course of this Agreement) is subject to the deduction of normal Transportation Development Act operating cost exclusions.

**8.4.** Compensation for services provided for under Exhibit “A” – “IVT Fixed Route Services Scope of Work- Blue and Green Lines Fixed-Route Bus FY 2024-2025 through FY 2030-31” shall be as follows:

- 8.4.1.** For the period July 1, 2024 through June 30, 2025, the price is identified as \$739,838.98. The fare box is established at four percent (4%); therefore the annual not-to-exceed subsidy shall be \$710,245.42.
- 8.4.2.** For the period July 1, 2025 through June 30, 2026, the price is identified as \$733,631.52. The fare box is established at four percent (4%); therefore the annual not-to-exceed subsidy shall be \$704,286.26.
- 8.4.3.** For the period July 1, 2026 through June 30, 2027, the price is identified as \$770,298.60. The fare box is established at four percent (4%); therefore the annual not-to-exceed subsidy shall be \$739,486.66.
- 8.4.4.** For the period July 1, 2027 through June 30, 2028, the base price is identified as \$791,829.66. The fare box is established at four percent (4%); therefore the annual not-to-exceed subsidy shall be \$760,156.47.

1           **8.4.5.** For the period July 1, 2028 through June 30, 2029, the base price is identified as  
2                           \$823,947.59. The fare box is established at four percent (4%); therefore the  
3                           annual not-to-exceed subsidy shall be \$790,989.69.

4           **8.4.6.** For the period July 1, 2029 through June 30, 2030, the base price is identified as  
5                           \$856,495.27. The fare box is established at four percent (4%); therefore the  
6                           annual not-to-exceed subsidy shall be \$822,235.46.

7           **8.4.7.** For the period July 1, 2030 through June 30, 2031, the base price is identified as  
8                           \$883,005.19. The fare box is established at four percent (4%); therefore the  
9                           annual not-to-exceed subsidy shall be \$847,684.98.

10          **8.4.8.** The fare box recovery ratio of 4% (or any other fare box ratio calculated and  
11                           ultimately required during the course of this Agreement) is subject to the  
12                           deduction of normal Transportation Development Act operating cost exclusions.

13          **8.5.** Compensation for services provided for under Exhibit “A” – “IVT Fixed Route Services  
14          Scope of Work- IVT Gold Line Fixed Route-Bus FY 2024-2025 through FY 2030-31” shall  
15          be as follows:

16          **8.5.1.** For the period July 1, 2024 through June 30, 2025, the price is identified as  
17                           \$385,186. The fare box is established at four percent (4%); therefore the annual  
18                           not-to-exceed subsidy shall be \$369,778.56.

19          **8.5.2.** For the period July 1, 2025 through June 30, 2026, the price is identified as  
20                           \$381,954.16. The fare box is established at four percent (4%); therefore the  
21                           annual not-to-exceed subsidy shall be \$366,675.99.

22          **8.5.3.** For the period July 1, 2026 through June 30, 2027, the price is identified as  
23                           \$401,044.34. The fare box is established at four percent (4%); therefore the  
24                           annual not-to-exceed subsidy shall be \$385,002.57.

25          **8.5.4.** For the period July 1, 2027 through June 30, 2028, the base price is identified as  
26                           \$412,254.17. The fare box is established at four percent (4%); therefore the  
27                           annual not-to-exceed subsidy shall be \$395,764.  
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1           **8.5.5.** For the period July 1, 2028 through June 30, 2029, the base price is identified as  
2                                   \$428,975.89. The fare box is established at four percent (4%); therefore the  
3                                   annual not-to-exceed subsidy shall be \$411,816.85.

4           **8.5.6.** For the period July 1, 2029 through June 30, 2030, the base price is identified as  
5                                   \$445,921.35. The fare box is established at four percent (4%); therefore the  
6                                   annual not-to-exceed subsidy shall be \$428,084.50.

7           **8.5.7.** For the period July 1, 2030 through June 30, 2031, the base price is identified as  
8                                   \$459,723.35. The fare box is established at four percent (4%); therefore the  
9                                   annual not-to-exceed subsidy shall be \$441,334.42.

10          **8.5.8.** The fare box recovery ratio of 4% (or any other fare box ratio calculated and  
11                                   ultimately required during the course of this Agreement) is subject to the  
12                                   deduction of normal Transportation Development Act operating cost exclusions.

13          **8.6.** Compensation for services provided for under Exhibit “A” – “IVT Fixed Route Services  
14          Scope of Work- Calexico On Demand Micro Transit Services FY 2024-2025 through FY  
15          2030-31” shall be as follows:

16          **8.6.1.** For the period July 1, 2024 through June 30, 2025, the price is identified as \$0.  
17                                   The fare box is established at 0 percent (0%); therefore the annual not-to-exceed  
18                                   subsidy shall be \$0.\*FY24-25 may be an abbreviated year due to existing  
19                                   agreement.

20          **8.6.2.** For the period July 1, 2025 through June 30, 2026, the price is identified as  
21                                   \$1,048,045.00. The fare box is established at five percent (5%); therefore the  
22                                   annual not-to-exceed subsidy shall be \$995,642.75.

23          **8.6.3.** For the period July 1, 2026 through June 30, 2027, the price is identified as  
24                                   \$1,100,426.56. The fare box is established at five percent (5%); therefore the  
25                                   annual not-to-exceed subsidy shall be \$1,045,405.23.

26          **8.6.4.** For the period July 1, 2027 through June 30, 2028, the base price is identified as  
27                                   \$1,131,185.21. The fare box is established at five percent (5%); therefore the  
28                                   annual not-to-exceed subsidy shall be \$1,074,625.95.

1           **8.6.5.** For the period July 1, 2028 through June 30, 2029, the base price is identified as  
2                           \$1,177,067.96. The fare box is established at five percent (5%); therefore the  
3                           annual not-to-exceed subsidy shall be \$1,118,214.56.

4           **8.6.6.** For the period July 1, 2029 through June 30, 2030, the base price is identified as  
5                           \$1,223,564.68. The fare box is established at five percent (5%); therefore the  
6                           annual not-to-exceed subsidy shall be \$1,162,386.45.

7           **8.6.7.** For the period July 1, 2030 through June 30, 2031, the base price is identified as  
8                           \$1,261,436.01. The fare box is established at five percent (5%); therefore the  
9                           annual not-to-exceed subsidy shall be \$1,198,364.21.

10          **8.6.8.** The fare box recovery ratio of 5% (or any other fare box ratio calculated and  
11                           ultimately required during the course of this Agreement) is subject to the  
12                           deduction of normal Transportation Development Act operating cost exclusions.

13          **8.6.9.** In the event that the required fare box revenue is not achieved on an annual basis,  
14                           the CONTRACTOR may be allowed to request compensation from the ICTC for  
15                           reimbursement up to the agreed upon annual cost. The lack of attainment for the  
16                           annual fare box revenue must not be due to circumstances affecting the quality of  
17                           transit service within the CONTRACTOR's control, e.g. ICTC's documentation  
18                           of poor maintenance affecting the reliability of service or passenger comfort on  
19                           vehicles, or inappropriate behavior by customer service staff or vehicle drivers.

20          **8.7.** In the event that fuel costs are increased beyond CONTRACTOR's control and the  
21                           negotiated rate, ICTC will offer CONTRACTOR an additional amount to offset the  
22                           increase in costs. CONTRACTOR will make every effort to utilize the lowest priced fuel.  
23                           ICTC will review and monitor fuel expenses to determine if the CONTRACTOR is  
24                           complying with the requirement. A fuel escalator clause shall contain the following  
25                           provisions:

26          **8.7.1.** The fuel escalator shall be calculated as follows: the full amount that fuel costs  
27                           exceed the vehicle fuel budget line item shall be adjusted downward by any  
28                           savings in any other line item category that has not been fully utilized.

1 CONTRACTOR will reimburse ICTC for any fuel cost savings from the proposed  
2 CONTRACTOR budgeted value.

3 **8.7.2.** The request for additional subsidy shall be submitted to ICTC at the conclusion  
4 of the fiscal year in which the costs are incurred. The request shall be  
5 accompanied by an accounting developed by CONTRACTOR, and invoices  
6 substantiating said increase.

7 **8.7.3.** The cost of fuel is negotiated at a rate set at four dollars and fifty cents (\$4.50)  
8 per gallon for the term of this Agreement. CONTRACTOR agrees to reimburse  
9 ICTC for any savings below the negotiated rate. CONTRACTOR agrees to utilize  
10 the most cost effective fuel possible. ICTC will review CONTRACTOR's fueling  
11 records to determine if CONTRACTOR is utilizing the most cost effective fuel  
12 possible. Should ICTC determine that the CONTRACTOR is not emphasizing the  
13 use of the most cost effective fuel possible, the CONTRACTOR will bear the cost  
14 above the reasonable lowest priced fuel.

15 **9. FARE BOX**

16 **9.1. Fare Box Revenue.** Fare boxes are CONTRACTOR required as part of all services. Fare  
17 boxes will be installed on all vehicles under this service contract.

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

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

1           **9.4. Transfers.** CONTRACTOR shall also develop a transfer procedure and collect transfers  
2           to and from IVT branded or other public agency transit services. CONTRACTOR shall  
3           account for it in its report of revenue collected.

4           **9.5. Prepaid Fare Revenue.** CONTRACTOR shall develop and collect prepaid fare revenue  
5           from individuals, educational facilities and social service agencies. Revenue shall be  
6           collected by CONTRACTOR personnel as needed but at a minimum on a monthly basis.

7           **10. PERFORMANCE STANDARDS**

8           Standards and evaluation criteria will be utilized to annually measure performance and efficiency  
9           of routes, and CONTRACTOR performance. This criterion is reported to State and Federal  
10          agencies annually. For the purposes of this Agreement, criteria will be negotiated and  
11          established: Performance standards for service implementation shall be those specified in  
12          Exhibit “A” – “IVT Fixed Route Services Scope of Work FY 2024-2025 through FY 2030-31”.

13          **11. MARKETING**

14          **11.1 Approval.** Not later than thirty (30) days after the execution of this Agreement and ninety  
15          (90) days prior to the end of the fiscal year thereafter, CONTRACTOR shall participate  
16          in the development of a marketing plan with ICTC and ICTC’s consultant specific to the  
17          IVT services for ICTC’s final approval. The marketing plan shall indicate all proposed  
18          activities with a corresponding budget of 5% of the total cost of the service for the fiscal  
19          year. CONTRACTOR shall be responsible for working with ICTC staff and consultant  
20          for the development and preparation, subject to the approval of ICTC, of all marketing  
21          materials for the IVT Fixed Route services. CONTRACTOR will coordinate the  
22          placement, scheduling and distribution of all advertising and promotional materials  
23          designed to inform patrons of ICTC services and to promote ridership.

24          **11.2 Preparation.** CONTRACTOR shall be responsible for the preparation and printing of all  
25          necessary passes, tickets and transfers to be used in the fixed route service.

26          **11.3 Distribution.** CONTRACTOR shall distribute and disseminate such materials in  
27          accordance with the provisions of this Agreement and any directions supplemental thereto  
28          provided by ICTC.

1           **11.4 Promotion.** CONTRACTOR shall promote the service for ICTC, and distribute  
2 brochures and other materials.

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

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

14 **12. CUSTOMER SERVICE**

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

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

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

1           **12.4** Rollover of Phone. Upon termination of this Agreement, CONTRACTOR's customer  
2           service telephone numbers shall remain within the jurisdiction of ICTC. Any new  
3           CONTRACTOR would be responsible for transferring CONTRACTOR's customer  
4           service telephone numbers to their service.

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

### 11 **13. COORDINATION**

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

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

### 24 **14. MANAGEMENT**

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

1           **14.2** Day-to-Day Operations. CONTRACTOR will manage the day-to-day operation in  
2 accordance with the adopted operations plan and good management practices.  
3 Management of day-to-day operations of the system will be vested in at least one (1) local  
4 management individual who shall be experienced in all aspects of public fixed route  
5 operations. The individual shall be responsible for managing and monitoring all aspects  
6 of the system operation including but not limited to maintenance, repair, fueling, security,  
7 supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare  
8 collection, personnel and contract administration. CONTRACTOR shall supply ICTC  
9 with a twenty-four (24) hour emergency telephone number at which CONTRACTOR can  
10 be reached. ICTC reserves the right to adjust any aspect of the service including  
11 supervisory staff.

12           **14.3** Priority of Service. The General Manager/Operations Manager shall be employed and  
13 available on a full-time basis.

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

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

26 **15. GENERAL REPORTS AND RECORDKEEPING**

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- 1       **15.1** CONTRACTOR shall collect data on the operation of the fixed route service system and  
2       supply the data to ICTC on a monthly basis, or as may otherwise be directed below. All  
3       such information supplied by CONTRACTOR shall be certified as accurate.
- 4       **15.2** Management Information System. CONTRACTOR's Management Information System  
5       shall utilize Word, Excel, Power Point, Access, Adobe Acrobat and e-mail and provide  
6       an adequate methodology to gather, store, retain, calculate, compute, cross-reference and  
7       display in textural, tabular and graphic form all operating, performance and financial data  
8       associated with this Agreement. In addition, e-mail capability is required to communicate  
9       with ICTC. ICTC uses IBM-compatible computer equipment.
- 10       **15.3** Monthly Reports. CONTRACTOR will report the information on a monthly basis in the  
11       format as described in the Appendix E to "IVT 2024" Request for Proposal dated  
12       \_\_\_\_\_ 2024 - Reporting.
- 13       **15.4** Annual Reports. CONTRACTOR will report the information on an annual basis in the  
14       format as described in the Appendix E to "IVT 2024" Request for Proposal dated \_\_\_\_\_  
15       2024 - Reporting.
- 16       **15.5** Miscellaneous Reports. In addition to the monthly and annual reporting,  
17       CONTRACTOR shall supply any and all reports necessary to comply with requirements  
18       of ICTC and other local, State or Federal authorities. These reports shall include but not  
19       be limited to all required California Air Resource Board Urban or Medium Bus Operators  
20       Emission Requirements, California Transportation Development Act and FTA and  
21       National Transit Database reporting requirements.
- 22       **15.6** Accident Reporting. CONTRACTOR shall provide ICTC with immediate telephone  
23       notification of accidents. CONTRACTOR shall forward written copies of accident  
24       reports within one (1) business day for injury accidents and three (3) business days for  
25       non-injury accidents. CONTRACTOR shall also forward all California Highway Patrol  
26       ("CHP") Safety Compliance Reports within two (2) business days after CHP submission  
27       to CONTRACTOR.
- 28



1           **15.7** Survey/Study/Analysis Data. ICTC may periodically conduct surveys of ridership during  
2           the term and, if applicable, the extension term of this Agreement. These surveys may  
3           determine matters including socioeconomic, origination and destination and fare-type  
4           characteristics of fixed route service system users. CONTRACTOR shall cooperate in  
5           the conduct of all surveys, including having its in-service drivers participate where  
6           operationally possible, at no additional charge to ICTC.

7           **15.8** Proprietary Restriction. CONTRACTOR agrees that all information it must furnish  
8           pursuant to this Agreement shall be free from proprietary restrictions unless identified  
9           during negotiation and mutually agreed-upon. CONTRACTOR further agrees that other  
10          such data is public and in the public domain.

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

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

27          **15.11** Maintenance Records. CONTRACTOR shall keep and maintain all work orders,  
28          warranty dockets and maintenance records on vehicles and equipment, separated by

1 vehicle, until this Agreement is terminated. CONTRACTOR shall release all such  
2 documents to ICTC upon request or upon termination of this Agreement.

3 **15.12 Access.** ICTC, Caltrans, FTA and the Comptroller General of the United States, or any  
4 of their duly authorized representatives, shall have access to any books, documents,  
5 papers, and records of CONTRACTOR which are directly pertinent to this Agreement  
6 for the purpose of making audit, examination, excerpts, and transcription of  
7 CONTRACTOR's files. CONTRACTOR shall maintain all these records for a period of  
8 at least five (5) years following the close-out of this Agreement to allow for audits,  
9 examinations, excerpts and transcriptions of CONTRACTOR's files.

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

11 **16.1** CONTRACTOR shall provide all facilities, tools, equipment, tires, fuel, oil, batteries,  
12 parts, cleaning supplies, office supplies, office equipment and such other items or  
13 materials required to professionally operate ICTC's fixed route services, including phone  
14 system and service.

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

20 **16.3 VEHICLE MAINTENANCE**

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

- 26 • Preventative Maintenance
- 27 • Mechanical Maintenance
- 28 • Zero Tolerance Graffiti Removal
- Cleaning Program
- Engine and Transmission

- Quality Control
- 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 ensure 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**

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

- 3 • Bus engines, transmissions, and related mechanical parts.
- 4 • Methods and procedures used in servicing mechanical equipment.
- 5 • Bus chassis and bodies.
- 6 • Tools, precision instruments, equipment, and procedures used in the general  
7 repair and maintenance of bus equipment.
- 8 • Decimals, fractions, and specifications related to bus mechanics.
- 9 • Specialized areas such as upholstery, brake relining, air conditioning,  
10 wheelchair lift or device, fareboxes, electronic destination signs, and laptop  
11 computer diagnostic programming.

12 **16.3.2 MAINTENANCE PERSONNEL SKILLS**

13 **16.3.2.1** Inspect bus engines, transmissions, fuel systems, and other  
14 mechanical, electric, and electronic parts and components.

15 **16.3.2.2** Diagnose bus engine, transmission, fuel systems, and other  
16 mechanical, electrical, and electronic parts and component system  
17 problems.

18 **16.3.2.3** Repair bus engines, transmissions, fuel systems and other  
19 mechanical, electrical, and electronic parts and components when  
20 necessary.

21 **16.3.2.4** Diagnose and repair electronic components, such as the bus  
22 electronic control system, fareboxes, electronic destination signs,  
23 wheelchair lift/ramp mechanisms and air conditioning systems.

24 **16.3.3 PREVENTIVE MAINTENANCE**

25 CONTRACTOR shall adopt and maintain a formalized preventative maintenance  
26 program for all vehicles in conformance with manufacturers' preventative  
27 maintenance schedules, state law, industry standard practices, and other detailed  
28 maintenance required by ICTC. Preventative Maintenance Inspection (PMI)

1 Checklists will be based on PMI intervals, as well as the minimum requirements  
2 for each interval (based on manufacturer's recommended schedules). Any PMI  
3 procedures that go above and beyond these minimum requirements are entirely  
4 up to CONTRACTOR, but the minimum requirements must be met within +/-  
5 500 miles of the specified interval.

6 PMI intervals shall be at the following inspection mileages:

- 7 • **A 3,000 miles or 45 days**
- 8 • **B 6,000 miles**
- 9 • **C 24,000 miles**
- 10 • **D 48,000 miles**

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

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

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

27 If CONTRACTOR wishes to revise some of these requirements during the course  
28 of the service agreement (because of new information, or techniques that have  
been approved by the manufacturer), it may present a revised plan, with

1 supporting documentation, to ICTC for review. ICTC decisions regarding revised  
2 PMI procedures shall be final.

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

5 Wheelchair Lifts and Ramps – PMI programs for all lift and ramp systems shall  
6 be developed to meet the manufacturers' requirements to address warranty, safety,  
7 reliability, and longevity issues.

#### 8 9 **16.3.4 MECHANICAL MAINTENANCE PROGRAM**

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

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

27 All parts, materials, tires, lubricants, fluids, oils and procedures used by  
28 CONTRACTOR on all ICTC-owned vehicles, vehicles and equipment shall meet,

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or exceed Original Equipment Manufacturer (OEM) specifications and requirements. All parts installed by CONTRACTOR on ICTC-owned buses shall become property of ICTC.

At a minimum, the Maintenance Program must provide that:

**16.3.4.1** All wheelchair lifts, ramps, and other accessibility-related equipment shall be inspected, serviced and lubricated at intervals necessary to insure that all accessibility features are fully operational whenever the vehicle is used in revenue service.

**16.3.4.2** Fareboxes, radios, destination signs, public address systems, request-to-stop systems, and passenger doors shall be inspected, serviced and lubricated at intervals necessary to ensure that this equipment is fully operational as designed whenever the vehicle is used in revenue service.

**16.3.4.3** At scheduled oil change intervals, a laboratory engine and transmission oil analysis shall be performed on every ICTC-provided bus engine or transmission. The analysis program used by CONTRACTOR shall be subject to approval by ICTC.

**16.3.4.4** Brake inspections and adjustments shall be performed at intervals that insure the safe and efficient operation of the braking system. Brakes must be fully inspected, at a minimum, of 3,000 miles at the “A” inspection.

**16.3.4.5** All components of the bus bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body damage and all bus appurtenances) shall be repaired in a professional manner within three weeks (21 calendar days) of occurrences. In the event that the repairs cannot be made within three weeks due to the severity of damage, and/or backorder of parts not typically in CONTRACTOR’s inventory,

1 CONTRACTOR shall work with ICTC to establish a reasonable  
2 schedule for completion.

3 **16.4** All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a  
4 safe and fully functional (as designed) condition at all times.

5 **16.5** The interior passenger compartment shall be free of exhaust fumes from the engine,  
6 engine compartment, and exhaust system of the bus at all times.

7 **16.6** Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used  
8 to ensure that the passenger compartment temperature is comfortably maintained under  
9 all climatic conditions at all times during revenue service. CONTRACTOR shall  
10 maintain the A/C systems in an operable condition throughout the entire year.

11 **16.7** Bicycle racks (front two position SportWorks) are provided on all buses provided for this  
12 service. CONTRACTOR shall maintain bicycle racks in good working order. Racks  
13 shall be inspected every 3,000 miles with the “A” PMI. Racks may need to be sanded,  
14 repainted or polished, or replaced (if not easily repaired).

15 **16.8** CONTRACTOR, as manager of the fleet, shall establish and maintain a spare parts  
16 inventory based on the age and variety of vehicles, sufficient to ensure that peak hour  
17 vehicle requirements are met. Vehicles may not be used to supply spare parts for other  
18 buses.

19 **16.9** ICTC may remove a vehicle from revenue service if ICTC determines that maintenance  
20 on any vehicle is not in conformity with the Agreement.

21 **16.10** CONTRACTOR, as an agent for ICTC in the case of warranted equipment, will be  
22 responsible for ensuring that the vehicle manufacturers and all component manufacturers  
23 perform or reimburse CONTRACTOR for all parts and labor, which are covered under  
24 warranty. CONTRACTOR shall diligently follow the preventative maintenance program  
25 so any warranty coverage on ICTC-owned or provided equipment is not lessened or  
26 invalidated.



1           **16.11** Upon completion or termination of the Agreement for any reason, CONTRACTOR shall  
2           return vehicles and all other ICTC-provided equipment to ICTC less reasonable wear-  
3           and-tear, as determined by accepted bus industry standards and approved by ICTC.

4           **16.12** Driver and passenger seats shall be maintained in proper operating condition at all times.  
5           It shall include, at a minimum, inspection, repair, and replacement for seat cushions,  
6           frames, armrests, and all electrical, mechanical, and pneumatic components. All rips,  
7           tears, cuts, gum, graffiti and other damage shall be cleaned and/or repaired in a  
8           professional manner immediately upon their discovery. CONTRACTOR shall replace  
9           seat covers that are worn or cannot be professionally repaired, using materials that are  
10          identical in design and color as those materials being replaced.

11          **16.13** CONTRACTOR is responsible for all towing services related to this AGREEMENT.

12          **16.14** Tire maintenance and replacement are the responsibility of the CONTRACTOR. Any  
13          new buses delivered during the Agreement will be delivered with tires purchased by ICTC  
14          as part of the bus procurement. Any replacements for these original tires will be the  
15          responsibility of the CONTRACTOR when the original tires require replacement.  
16          CONTRACTOR must use new tires, refurbished tires are not allowed.

17          **16.15** Steam cleaning of engine compartments of buses shall be carried out with  
18          CONTRACTOR equipment on a regular basis. It is expected that the engine  
19          compartment be steam cleaned or pressure washed (at high temperature) prior to every  
20          “A” inspection at 3,000 miles.

21          **16.16** MAINTENANCE SHOP PRACTICES

22          The CONTRACTOR provided Maintenance Manager shall verify the quality of the work  
23          performed, and add his/her signature to the PMI Inspection form. Daily vehicle inspection  
24          reports shall be completed prior to vehicle use. The Maintenance Manager will be  
25          responsible for the review of Vehicle Inspection Reports. Should a Vehicle Inspection  
26          Report be submitted post vehicle use, the Maintenance Manager will review and schedule  
27          any repairs immediately.

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1 Vehicle Identification Number (VIN)

2 Date received

3 Date placed in service

4 Annual miles

5 Contract miles

6 Life miles

7 Major Component Rebuild and Replacement including date and lifemiles

8 Vehicle repairs

9 Preventive Maintenance Inspection Reports

10 Daily "Bus Condition" reports

11 Work Orders

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

15 Copies of the "Preventive Maintenance Inspection" report will be submitted to ICTC on  
16 a quarterly basis, if so requested by ICTC. ICTC shall coordinate with CONTRACTOR  
17 for submittal of selected summary type reports from the computerized maintenance  
18 system. Any Daily Bus Report shall be submitted to ICTC upon request.  
19 CONTRACTOR shall submit the entire vehicle file, or selected reports, from the  
20 maintenance software system to ICTC upon request. The computerized maintenance  
21 software system must be backed up regularly.

22 At the minimum, CONTRACTOR shall submit monthly maintenance report summaries  
23 each month including maintenance PMIs done in the past month, and vehicle cleaning  
24 summaries.

25 **16.18 SAFETY**

26 **16.18.1**ICTC will require that the Motor Carrier Unit of the CHP annually prepare and  
27 submit to ICTC a Safety Compliance Report (CHP 343) and Vehicle Inspection  
28 Reports (CHP 343A). CONTRACTOR shall fully cooperate with, and allow

1 access as requested to, any CHP officer, or agent, for the purposes of preparing  
2 the CHP 343. CONTRACTOR must attain satisfactory ratings in each category  
3 of the Safety Compliance Report. CONTRACTOR must expeditiously correct  
4 any deficiencies noted on any CHP vehicle or terminal inspection report.

5 **16.18.2**ICTC requires that CONTRACTOR regularly inspect and maintain all safety  
6 equipment used or required in the fulfillment of this Agreement. CONTRACTOR  
7 is responsible for purchasing, at its own cost, replacement fire extinguishers, first  
8 aid kits, first aid kit refill supplies, and triangle reflector kits sufficient to ensure  
9 that spares are always available and that the operation maintains compliance with  
10 local, state, and federal safety regulations. Drivers' daily vehicle inspection shall  
11 include a check of the fire extinguisher and triangle reflector kit. Used, missing,  
12 or broken items must be replaced as soon as practicable. All vehicle and facility  
13 fire extinguishers shall be inspected and tagged no less frequently than annually.  
14 First aid kits shall be inspected and professionally serviced at least once per  
15 year.

16 **16.19** ICTC REIMBURSEMENT OF ENGINE AND TRANSMISSION REBUILD COSTS

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

24 **16.19.1**After review, ICTC may direct CONTRACTOR in writing, to proceed with the  
25 recommended work.

26 **16.19.2**CONTRACTOR will only be permitted to pass through to ICTC the costs related  
27 to any engine or transmission work accomplished following the above-mentioned  
28 procedure. ICTC will not be liable for any costs if CONTRACTOR does not

1 follow the above-mentioned procedure. CONTRACTOR must submit a detailed  
2 invoice to ICTC for all such work.

3 **16.19.3** If ICTC determines that such work is necessary due to poor maintenance  
4 performance by CONTRACTOR, ICTC will not be liable for any costs.

5 **16.19.4** CONTRACTOR shall remain responsible for all costs related to repair or  
6 replacement of any engine-driven part including, but not limited to, generators,  
7 hydraulic pumps, water pumps, fuel pumps, valve covers, oil pans, alternators,  
8 voltage regulators, air compressors, air-conditioning compressors, vacuum  
9 pumps, starter motors, and turbocharger. CONTRACTOR shall also remain  
10 responsible for all costs related to repair or replacement of transmission-related  
11 parts including, but not limited to, oil coolers, external oil lines, external filters,  
12 external linkage modulators, external speedometers/odometers, "driven" gears or  
13 sensors, neutral start switches, and temperature sensors.

## 14 **17. FACILITIES**

15 **17.1** All facilities and arrangements including office space, furniture, dispatch, maintenance  
16 bays, paved, secured and lighted parking areas, storage, on/off site fueling, radio,  
17 telephone and computer connections are the responsibility of CONTRACTOR and shall  
18 be sufficient to support the operation of the fixed route services described herein.

19 **17.2** CONTRACTOR shall ensure that facilities provided are maintained as needed to ensure  
20 a safe, hygienic, professional and attractive working environment that is in compliance  
21 with local, State and Federal regulations.

22 **17.3** Services shall be operated on an inter-city and inter-county basis. Vehicles dispatched out  
23 of the facilities shall travel to various destinations. ICTC does not specify preference for  
24 location; however, the location shall be evaluated for practicality and functionality for the  
25 administration, operations and maintenance of the system.

26 **17.4** CONTRACTOR shall locate facilities so as to be able to bring a back-up vehicle into  
27 service within sixty (60) minutes from the location.  
28



liaison activities with ICTC and other agencies related to execution of this Agreement. A copy of employee benefits, work rules and union contracts shall be provided to ICTC. CONTRACTOR shall meet and coordinate with ICTC on a frequent basis.

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

**19.4** CONTRACTOR shall provide ICTC with an organizational chart prior to start-up. After startup, CONTRACTOR shall provide a list of drivers’ names and update said list monthly. CONTRACTOR shall not place a driver into service without the driver first completing CONTRACTOR’s training program as outlined in Paragraph 20. Failure to comply with this section may result in termination of this Agreement.

**20. TRAINING**

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

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

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





1 identification patches with a logo that has been approved by ICTC. Sandals or open-toed shoes  
2 are not allowed.

3 **23. SAFETY AND SECURITY**

4 **23.1** CONTRACTOR shall be responsible for the safety and security of passengers during  
5 operations and for all related equipment and facilities. CONTRACTOR shall develop  
6 specific procedures that define the safety and security program for ICTC’s fixed route  
7 services. Safety and organizational meetings shall be held with all CONTRACTOR  
8 employees at least once per month.

9 **23.2** CONTRACTOR shall report all hazardous conditions (e.g., trees, signs, slides, etc.) in  
10 the service area to ICTC and any other appropriate authority and take necessary  
11 precautions to safeguard passengers and personnel.

12 **23.3** CONTRACTOR shall comply with all CHP and State and Federal Occupational Health  
13 and Safety Administration requirements. CONTRACTOR shall not permit drivers to  
14 bear weapons of any type while operating a vehicle under this Agreement.

15 **24. INSURANCE REQUIREMENTS:**

16 **24.1** Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full  
17 force and effect all policies of insurance required hereunder with an insurance  
18 company(ies) either (i) admitted by the California Insurance Commissioner to do business  
19 in the State of California and rated not less than "A- VII" in Best's Insurance Rating  
20 Guide, or (ii) authorized by ICTC’s Executive Director or his/her designee at any time  
21 and in his/her sole discretion. The following policies of insurance are required:

- 22 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as  
23 the most current version of Insurance Services Office (ISO) Commercial General  
24 Liability Coverage Form CG 00 01 and include insurance for “bodily injury,” “property  
25 damage” and “personal and advertising injury” with coverage for premises and operations  
26 (including the use of owned and non-owned equipment), products and completed  
27 operations, and contractual liability (including, without limitation, indemnity obligations  
28 under the Contract) with limits of liability of not less than the following:

- 1                   \$20,000,000 per occurrence for bodily injury and property damage
- 2                   \$20,000,000 per occurrence for personal and advertising injury
- 3                   \$20,000,000 aggregate for products and completed operations
- 4                   \$20,000,000 general aggregate

5           (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad  
6           as the most current version of Insurance Service Office (ISO) Business Auto Coverage  
7           Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles  
8           or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than  
9           \$20,000,000 per accident for bodily injury and property damage.

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

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

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

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

22       **24.2** Should CONTRACTOR maintain higher limits than the minimum limits shown above,  
23       ICTC requires and shall be entitled to coverage for the higher limits maintained by  
24       CONTRACTOR. Any available insurance proceeds in excess of the specified minimum  
25       limits of insurance and coverage shall be available to ICTC.

26       **24.3** In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to  
27       meet the minimum limits of insurance set forth above, this insurance policy(ies) shall  
28       “follow form” and afford no less coverage than the primary insurance policy(ies).

1           **24.4** CONTRACTOR shall be responsible for payment of any deductibles contained in any  
2 insurance policies required hereunder and CONTRACTOR shall also be responsible for  
3 payment of any self-insured retentions. Any deductibles or self-insured retentions must  
4 be declared to, and approved by, the ICTC's Executive Director or his/her designee. At  
5 the option of the ICTC's Executive Director or his/her designee, either: (i) the insurer  
6 shall reduce or eliminate such deductibles or self-insured retentions as respects to ICTC,  
7 its board members, officers, employees, agents and volunteers, and Cities and their  
8 elected officials, officers, employees, agents and volunteers: or (ii) CONTRACTOR shall  
9 provide a financial guarantee, satisfactory to ICTC's Executive Director or his/her  
10 designee, guaranteeing payment of losses and related investigations, claim administration  
11 and defense expenses. At no time shall ICTC or Cities be responsible for the payment of  
12 any deductibles or self-insured retentions.

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

22           **24.6** The General Liability and Automobile Liability insurance policies shall be written on an  
23 occurrence form and shall name ICTC, its board members, officers, employees and agents  
24 as an additional insured. Such policy(ies) of insurance shall be endorsed so  
25 CONTRACTOR's insurance shall be primary and no contribution shall be required of  
26 ICTC. The coverage shall contain no special limitations on the scope of protection  
27 afforded to ICTC, its board members, officers, employees and agents. Garagekeepers  
28

1 Liability insurance shall be written on a direct primary coverage form and include  
2 comprehensive and collision coverage. The Workers' Compensation insurance policy  
3 shall contain a waiver of subrogation as to ICTC, its board members, officers, employees  
4 and agents.

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

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

22 **24.9** The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or  
23 diminish the liability of CONTRACTOR, including, without limitation, liability under  
24 the indemnity provisions of this Agreement. The duty to indemnify ICTC shall apply to  
25 all claims and liability regardless of whether any insurance policies are applicable. The  
26 policy limits do not act as a limitation upon the amount of indemnification to be provided  
27 by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall  
28 in no way relieve from liability nor limit the liability of CONTRACTOR, its principals,

1 officers, employees, agents, persons under the supervision of CONTRACTOR, vendors,  
2 suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed  
3 directly or indirectly by any of them.

4 **24.10** If CONTRACTOR should subcontract all or any portion of the services to be performed  
5 under this Agreement, CONTRACTOR shall require each subcontractor to provide  
6 insurance protection in favor of ICTC, its board members, officers, employees and agents  
7 in accordance with the terms of each of the preceding paragraphs, except that the  
8 subcontractors' certificates and endorsements shall be on file with CONTRACTOR and  
9 ICTC prior to the commencement of any work by the subcontractor.

10 **25. TERMINATION**

11 **25.1 Termination Provisions:** Termination clauses are located in Attachment A and in accordance  
12 with Section 30 of this Agreement.

13 **26. FUTURE CONTRACTUAL SERVICE ADJUSTMENTS.**

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

27 **27. EMPLOYEE WORK RULES**

28 CONTRACTOR shall enforce the following employee rules:



1           **27.4.9** No item longer than five (5) feet will be permitted on the vehicle.

2           **27.4.10** All information regarding accidents shall be treated as confidential. Employees  
3           shall refrain from speaking to anyone concerning any accident unless it is to  
4           police, supervisory personnel, or other person(s) involved in the accident as  
5           required by law.

6           **27.4.11** Persons under the influence of any intoxicant, narcotic, or harmful drug shall not  
7           be permitted on the vehicle.

8           **27.4.12** Drivers providing service shall be required to travel over prescribed routes. If it  
9           becomes necessary to leave the route, the dispatcher or immediate supervisor shall  
10          be notified immediately. ICTC reserves the right to modify routes or create  
11          deviations as necessary to provide effective service.

12          **27.4.13** Drivers will provide the assistance required to help elderly and disabled persons  
13          boarding and de-boarding vehicles, moving to their seat and/or maneuvering and  
14          securing wheelchairs. Under no circumstances will drivers enter a passenger's  
15          residence or physically lift a passenger.

16          **27.4.14** No vehicle shall be operated when its condition is unsafe or uncertain.

17          **27.4.15** No driver shall operate the wheelchair lift until he/she has received the required  
18          training and if there is any doubt whatsoever about the mechanical condition of  
19          the lift or safety of the passenger as a result from using the lift. Wheelchair lift  
20          operation shall be in compliance with the methodology recommended by the  
21          organizational equipment manual.

22 **28. ICTC POLICIES AND STANDARDS**

23          CONTRACTOR shall meet ICTC transit service policies and standards in the operation of  
24          ICTC's IVT Fixed Service. Penalty payments shall be assessed in accordance with the Table of  
25          Incentives and Penalties.

26 **29. CONFLICT OF INTEREST**

1 CONTRACTOR covenants that it presently has no interest and shall not acquire any interest,  
2 direct or indirect, which would conflict in any manner or degree with the performance of service  
3 required to be performed.

4 **30. COMPLIANCE WITH INDUSTRY REGULATIONS, POLICIES AND LAWS**

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

8  
9 **31. INDEMNIFICATION**

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

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

25 This section shall survive termination or expiration of this Agreement.

26 **32. INDEPENDENT CONTRACTOR**



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

4 **32.1** CONTRACTOR is not an employee or agent of ICTC and is only responsible for the  
5 requirements and results specified by this Agreement or any other Agreement.

6 **32.2** CONTRACTOR shall be responsible to ICTC only for the requirements and results  
7 specified by this Agreement and except as specifically provided in this Agreement, shall  
8 not be subject to ICTC's control with respect to the physical actions or activities of  
9 CONTRACTOR in fulfillment of the requirements of this Agreement.

10 **32.3** CONTRACTOR is not, and shall not be, entitled to receive from, or through, ICTC, and  
11 ICTC shall not provide, or be obligated to provide, CONTRACTOR with Worker's  
12 Compensation coverage or any other type of employment or worker insurance or benefit  
13 coverage required or provided by any Federal, State or local law or regulation for, or  
14 normally afforded to, an employee of ICTC.

15 **32.4** CONTRACTOR shall not be entitled to have ICTC withhold or pay, and ICTC shall not  
16 withhold or pay, on behalf of CONTRACTOR, any tax or money relating to the Social  
17 Security Old Age Pension Program, Social Security Disability Program, or any other type  
18 of pension, annuity, or disability program required or provided by any Federal, State or  
19 local law or regulation.

20 **32.5** CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or  
21 make any claim against any ICTC fringe program, including, but not limited to, ICTC's  
22 pension plan, medical and health care plan, dental plan, life insurance plan, or any other  
23 type of benefit program, plan, or coverage designated for, provided to, or offered to  
24 ICTC's employee.

25 **32.6** ICTC shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State, or local  
26 tax, including, but not limited to, any personal income tax, owed by CONTRACTOR.

27 **32.7** CONTRACTOR is, and at all times during the term of this Agreement, shall represent  
28 and conduct itself as an independent contractor, not as an employee of ICTC.



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

5 **36. ENTIRE AGREEMENT**

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

9 **37. MODIFICATION**

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

13 **38. CAPTIONS**

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

16 **39. PARTIAL INVALIDITY**

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

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

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

28 **41. WAIVER**

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

4 **42. CHOICE OF LAW**

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

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

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

12 **44. FORCE MAJEURE**

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

20 **45. AUTHORITY**

21 Each individual executing this Agreement on behalf of CONTRACTOR represents and warrants  
22 that:

23 **45.1** He/She is duly authorized to execute and deliver this Agreement on behalf of  
24 CONTRACTOR;

25 **45.2** Such execution and delivery is in accordance with the terms of the Articles of  
26 Incorporation or Partnership, any by-laws or Resolutions of CONTRACTOR and;

27 **45.3** This Agreement is binding upon CONTRACTOR in accordance with its terms.  
28

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

3 **46. SUSPENSION AND DEBARMENT**

4 **46.1.** This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such,  
5 CONTRACTOR is required to verify that neither CONTRACTOR, its principals, as  
6 defined at 49 CFR 29.995, or its affiliates, as defined at 49 CFR 29.905, are excluded or  
7 disqualified as defined at 49 CFR 29.940 and 29.945.

8 **46.2.** CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the  
9 requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction  
10 it enters into.

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

19 **47. DISADVANTAGED BUSINESS ENTERPRISE**

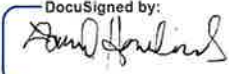
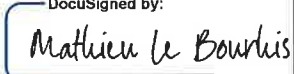
20 CONTRACTOR acknowledges and understands that this Agreement is subject to the requirements  
21 of Title 49, Code of Federal Regulations, Part 26, entitled "Participation by Disadvantaged Business  
22 Enterprises in Department of Transportation Financial Assistance Programs." CONTRACTOR shall  
23 reference and abide by these requirements and the requirements noted within ICTC DBE when working  
24 pursuant to this Agreement.

1           **IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first  
2 above written.


3  
4  
5 **IMPERIAL COUNTY  
TRANSPORTATION COMMISSION:**

6  
7 By:   
8  
9 Chairperson

**CONTRACTOR:**


DocuSigned by:  
DocuSigned by:  
By:         
10 Laura J. Hendricks      Mathieu Le Bourhis  
11 Chief Executive Officer CFO

12 **ATTEST:**

13   
14 CRISTI LERMA  
15 Secretary to ICTC

16 **APPROVED AS TO FORM:**

17 ERIC HAVENS  
18 County Counsel

19 By:   
20  
21 County Counsel