

**AGREEMENT FOR IVT MEDTRANS PARATRANSIT SERVICES**

THIS AGREEMENT FOR IVT MEDTRANS 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 MedTrans paratransit services among prospective CONTRACTORS for the delivery of the IVT MedTrans paratransit 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 (services 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 Federal Transit Administration (FTA) Section 5310, 5311 and 5307 Grants,

1 Transportation Development Act (TDA) and State Transportation Assistance Funds  
2 (STAF) and Local Transportation Authority (LTA).

3  
4 **2. DEFINITIONS**

5 **2.1** “Request for Proposal” shall mean “IVT MedTrans 2024” dated March 2024 and is  
6 incorporated herein by this reference.

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

10 **2.3** “Attendant” shall include one (1) individual to assist the disabled passenger.

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

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

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

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

19 **2.8** “Senior” shall include individuals who are fifty-five years of age or older.

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

22 **3. DESCRIPTION OF WORK**

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

26 **3.2** In the event of a conflict among this Agreement, the Request for Proposal and the Proposal,  
27 the Request for Proposal shall take precedence over the Proposal and this Agreement shall  
28 take precedence over both.

1 **4. RESPONSIBILITIES OF CONTRACTOR**

2 **4.1** CONTRACTOR shall provide management, technical and operating personnel, services,  
3 equipment, non revenue service hour vehicles and facilities necessary for the operation  
4 of ICTC’s paratransit services. In addition, CONTRACTOR shall participate fully in the  
5 meetings and events of the Social Services Transportation Advisory Council (SSTAC).

6 **4.2** In providing the services and oversight provided pursuant to this Agreement,  
7 CONTRACTOR will act in the capacity of an independent contractor and will provide  
8 management, technical and operating personnel, services, equipment and facilities  
9 necessary for the operation of ICTC’s paratransit services.

10 **4.3** In the event of a major emergency (e.g., earthquake, flood or manmade catastrophe),  
11 CONTRACTOR shall make transportation and communication resources available to the  
12 degree possible for emergency assistance. Line of Instruction may or may not be direct  
13 through ICTC. CONTRACTOR shall take instruction from the organization that has  
14 assumed responsibility for the evacuation and/or transport of injured and ambulatory  
15 wounded and movement of persons to food and shelter facilities, e.g., local police or  
16 ICTC’s Office of Emergency Services.

17 **4.4** CONTRACTOR shall comply with all terms, conditions and requirements of the Request  
18 for Proposal and this Agreement.

19 **4.5** CONTRACTOR shall perform such other tasks as necessary and proper for the full  
20 performance of the obligations assumed by CONTRACTOR hereunder.

21 **5. RESPONSIBILITIES OF ICTC**

22 **5.1.** ICTC will provide management oversight, establish priorities for service delivery,  
23 perform on-going planning, programming and establish related policies for all activities  
24 relative to the services, service areas, fares, schedules, days and hours of operations,  
25 preparation of planning documents, budgets, grant applications and related  
26 documentation, certification and eligibility and other such activities relative to overall  
27 system administration and contract compliance monitoring. ICTC reserves the right to  
28 modify any aspect of the service.

1           **5.2.** ICTC will pay a not-to-exceed annual reimbursement or subsidy within thirty (30) days after  
2           submittal of monthly invoices pertaining to the service. The monthly subsidy will be  
3           calculated by the subtraction of fare revenues collected and retained by the CONTRACTOR,  
4           from the cost, and will be paid in arrears. CONTRACTOR shall establish and maintain  
5           accounting records as required by ICTC, the Federal Transit Authority (FTA), the State  
6           Department of Transportation (Caltrans), and Imperial County Transportation  
7           Commission (ICTC). CONTRACTOR will be subject to annual fiscal and operational  
8           audits.

9           **5.3.** Disputes between passengers and CONTRACTOR will first be handled by  
10          CONTRACTOR’s management personnel. ICTC will inform CONTRACTOR of all  
11          disputes. ICTC shall act as the final step and/or body of appeals in the resolution of any  
12          service complaints that CONTRACTOR is unable to resolve.

13          **5.4.** ICTC reserves the right to impose financial penalties for situations or items in this  
14          Agreement that are violated. (See Appendix “A-3” for Table of Liquidated Damages).  
15          Adjustments would be made at the time of monthly compensation.

16          **5.5.** An authorized agent of ICTC will handle administration, monitoring and determination  
17          of compliance with the requirements of this Agreement. All aspects of daily operations  
18          will be available to inspection/observation by an authorized representative of ICTC.

19   **6.    SERVICE IMPLEMENTATION**

20          The service area designation, service days and hours, and service miles shall be those specified in  
21          Appendix “A” – “IVT MedTrans Paratransit Services Scope of Work FY 2024-2025 through FY  
22          2030-31”.

23   **7.    REPRESENTATIONS BY CONTRACTOR.**

24          **7.1** CONTRACTOR understands and agrees that ICTC has limited knowledge in the transit  
25          services specified in the description of work. CONTRACTOR has represented itself to be  
26          expert in these fields and understands that ICTC is relying upon such representation.

1           **7.2**     CONTRACTOR represents and warrants that it is a lawful entity possessing all required  
2                   licenses and authorities to do business in the State of California and perform all aspects of  
3                   this Agreement.

4           **7.3**     CONTRACTOR shall not commence any work under this Agreement or provide any  
5                   other services, or materials, in connection therewith until CONTRACTOR has received  
6                   written authorization from the ICTC Executive Director or his designee, via a Notice to  
7                   Proceed, to do so.

8           **7.4**     CONTRACTOR represents and warrants that the people executing this Agreement on  
9                   behalf of CONTRACTOR have the authority of CONTRACTOR to sign this Agreement  
10                  and bind CONTRACTOR to the performance of all duties and obligations assumed by  
11                  CONTRACTOR herein.

12          **7.5**     CONTRACTOR represents and warrants that any employee, CONTRACTOR,  
13                   subcontractor and agent who will be performing any of the duties and obligations of  
14                   CONTRACTOR herein possess all required licenses and authorities, as well as the  
15                   experience and training, to perform such tasks.

16          **7.6**     CONTRACTOR represents and warrants that the allegations contained in its Proposal are  
17                   true and correct.

18          **7.7**     CONTRACTOR understands that ICTC considers the representations made herein to be  
19                   material and would not enter into this Agreement with CONTRACTOR if such  
20                   representations were not made.

21 **8.     COMPENSATION**

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

23 **8.1.**     A fixed hourly rate per fiscal year shall apply for each vehicle service or revenue hour.  
24                   The fixed hourly rate shall apply for the assigned fiscal year. Vehicle revenue hours will  
25                   be calculated based upon the actual time that each revenue service vehicle is in service  
26                   and available to passengers. Vehicle revenue hours shall specifically exclude  
27                   deadhead hours, including time for travel to and from the first stop and after the last stop,  
28

1 storage facilities, fueling facilities, road tests, inspections training, personnel lunches and  
2 breaks.

3 **8.2.** The fixed hourly rate per fiscal year will be determined by the use of the combination of  
4 two other rates divided by the total annual vehicle service hours.

5 **8.2.1.** A variable monthly rate for all cost elements assigned to CONTRACTOR that  
6 can change.

7 **8.2.2.** A fixed monthly rate for all cost elements assigned to CONTRACTOR with  
8 known quantities or costs that are not included in the variable monthly rate.

9 **8.3.** Compensation for services provided for under Exhibit “A” – “IVT MedTrans Paratransit  
10 Services Scope of Work FY 2024-2025 through FY 2030-31” shall be as follows:

11 **8.3.1.** For the period July 1, 2024 through June 30, 2025, the price is identified as  
12 \$621,497.56. The fare box is established at ten percent (10%); therefore the  
13 annual not-to-exceed subsidy shall be \$559,347.80.

14 **8.3.2.** For the period July 1, 2025 through June 30, 2026, the price is identified as  
15 \$622,746.98. The fare box is established at ten percent (10%); therefore the  
16 annual not-to-exceed subsidy shall be \$560,472.28.

17 **8.3.3.** For the period July 1, 2026 through June 30, 2027, the base price is identified as  
18 \$649,534.86. The fare box is established at ten percent (10%); therefore the  
19 annual not-to-exceed subsidy shall be \$584,581.37.

20 **8.3.4.** For the period July 1, 2027 through June 30, 2028, the base price is identified as  
21 \$666,756.99. The fare box is established at ten percent (10%); therefore the  
22 annual not-to-exceed subsidy shall be \$600,081.29.

23 **8.3.5.** For the period July 1, 2028 through June 30, 2029, the base price is identified as  
24 \$693,719.18. The fare box is established at ten percent (10%); therefore the  
25 annual not-to-exceed subsidy shall be \$624,347.26.

26 **8.3.6.** For the period July 1, 2029 through June 30, 2030, the base price is identified as  
27 \$711,707.87. The fare box is established at ten percent (10%); therefore the  
28 annual not-to-exceed subsidy shall be \$640,537.08.

1           **8.3.7.** For the period July 1, 2030 through June 30, 2031, the base price is identified as  
2                           \$734,424.85. The fare box is established at ten percent (10%); therefore the  
3                           annual not-to-exceed subsidy shall be \$660,982.36.

4           **8.3.8.** The fare box recovery ratio of 10% (or any other fare box ratio calculated and  
5                           ultimately required during the course of this Agreement) is subject to the  
6                           deduction of normal Transportation Development Act operating cost exclusions.

7           **8.3.9.** In the event that the required fare box revenue is not achieved on an annual basis,  
8                           the CONTRACTOR may be allowed to request compensation from the ICTC for  
9                           reimbursement up to the agreed upon annual cost. The lack of attainment for the  
10                          annual fare box revenue must not be due to circumstances affecting the quality of  
11                          transit service within the CONTRACTOR's control, e.g. ICTC's documentation  
12                          of poor maintenance affecting the reliability of service or passenger comfort on  
13                          vehicles, or inappropriate behavior by customer service staff or vehicle drivers.

14       **8.4.** In the event that fuel costs are increased beyond CONTRACTOR's control and the  
15                          negotiated rate, ICTC will offer CONTRACTOR an additional amount to offset the  
16                          increase in costs. A fuel escalator clause shall contain the following provisions:

17           **8.4.1.** The fuel escalator shall be calculated as follows: the full amount that fuel costs  
18                           exceed the vehicle fuel budget line item shall be adjusted downward by any  
19                           savings in any other line item category that has not been fully utilized.  
20                          CONTRACTOR will reimburse ICTC for any fuel cost savings from the proposed  
21                          CONTRACTOR budgeted value.

22           **8.4.2.** The request for additional subsidy shall be submitted to ICTC at the conclusion  
23                           of the fiscal year in which the costs are incurred. The request shall be  
24                           accompanied by an accounting developed by CONTRACTOR, and invoices  
25                           substantiating said increase.

26           **8.4.3.** The cost of fuel is negotiated at a rate set at four dollars and fifty cents (\$4.50)  
27                           per gallon for the term of this Agreement. CONTRACTOR agrees to reimburse  
28                           ICTC for any savings below the negotiated rate.

1 **9. FARE BOX**

2 **9.1. Fare Box Revenue.** Fare boxes are CONTRACTOR required as part of all services. Fare  
3 boxes will be installed on all vehicles under this service contract.

4 **9.2. Fare Collection.** CONTRACTOR’s staff will collect fares in advance where feasible.  
5 Vehicle operators shall also collect fares as established by ICTC and maintain an accurate  
6 count of all boarding passengers by fare category. Vehicle operators shall not make  
7 change for passengers.

8 **9.3.** Fare box revenue shall be counted by CONTRACTOR’s office employees daily and  
9 reconciled against the stated number of passenger trips. Any shortages must be  
10 investigated and corrected by CONTRACTOR. CONTRACTOR will deposit farebox  
11 revenue daily. Fare box revenue is the property of ICTC, and CONTRACTOR will  
12 submit written reports to ICTC of revenue collection.

13 **9.4. Transfers.** CONTRACTOR shall also develop a transfer procedure and collect transfers  
14 from ICTC paratransit operations or other public agency transit services.  
15 CONTRACTOR shall account for it in its report of revenue collected.

16 **9.5. Prepaid Fare Revenue.** CONTRACTOR shall develop and collect prepaid fare revenue  
17 from individuals, educational facilities and social service agencies. Revenue shall be  
18 collected by CONTRACTOR personnel as needed but at a minimum on a monthly basis.

19 **10. PERFORMANCE STANDARDS**

20 Standards and evaluation criteria will be utilized to annually measure performance and efficiency  
21 of routes, and CONTRACTOR performance. This criterion is reported to State and Federal  
22 agencies annually. For the purposes of this Agreement, criteria will be negotiated and  
23 established: Performance standards for service implementation shall be those specified in  
24 Exhibit “A” – “IVT MedTrans Paratransit Services Scope of Work FY 2024-2025 through FY 2030-  
25 31”.

26 **11. MARKETING**

27 **11.1 Approval.** Not later than thirty (30) days after the execution of this Agreement and ninety  
28 (90) days prior to the end of the fiscal year thereafter, CONTRACTOR shall participate



1 in the development of a marketing plan with ICTC and ICTC’s consultant specific to the  
2 IVT MedTrans services for ICTC’s final approval. The marketing plan shall indicate all  
3 proposed activities with a corresponding budget of 5% of the total cost of the service for  
4 the fiscal year. CONTRACTOR shall be responsible for working with ICTC staff and  
5 consultant for the development and preparation, subject to the approval of ICTC, of all  
6 marketing materials for the IVT MedTrans paratransit services. CONTRACTOR will  
7 coordinate the placement, scheduling and distribution of all advertising and promotional  
8 materials designed to inform patrons of ICTC services and to promote ridership.

9 **11.2 Preparation.** CONTRACTOR shall be responsible for the preparation and printing of all  
10 necessary passes, tickets and transfers to be used in the paratransit service.

11 **11.3 Distribution.** CONTRACTOR shall distribute and disseminate such materials in  
12 accordance with the provisions of this Agreement and any directions supplemental thereto  
13 provided by ICTC.

14 **11.4 Promotion.** CONTRACTOR shall promote the service for ICTC, and distribute  
15 brochures and other materials.

16 **11.5 Presentation.** CONTRACTOR shall, under the direction of ICTC, provide contact on an  
17 as-needed basis with private and non-profit community agencies, job resource centers and  
18 local governing bodies to promote interest and use in the transit services of ICTC. These  
19 contacts shall include, but not be limited to speaking engagements and displays.  
20 CONTRACTOR will participate as a technical resource contact with user groups or  
21 agencies as required, including meetings of ICTC committees or commission meetings  
22 upon request.

23 **11.6 Comment Cards.** CONTRACTOR shall develop and distribute passenger comment  
24 cards. CONTRACTOR will respond to all comments with copies of response provided  
25 to ICTC. CONTRACTOR will provide statistical summaries of frequency and patterns  
26 of comments to ICTC on a monthly basis.

27 **12. CUSTOMER SERVICE**

28

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

7           **12.2** TDD/FAX. CONTRACTOR's telephone system shall have TDD or equivalent, and FAX  
8           capabilities. CONTRACTOR shall publish these phone numbers in local telephone  
9           directory(ies).

10          **12.3** Exclusivity of Phone Services. CONTRACTOR's customer service telephone numbers  
11          shall be used solely for the purpose of providing customer information, serving trip  
12          requests and those activities required under the Scope of Work, and shall not be used by  
13          CONTRACTOR for any other purpose or business. These telephones shall be answered  
14          as specified by ICTC.

15          **12.4** Rollover of Phone. Upon termination of this Agreement, CONTRACTOR's customer  
16          service telephone numbers shall remain within the jurisdiction of ICTC. Any new  
17          CONTRACTOR would be responsible for transferring CONTRACTOR's customer  
18          service telephone numbers to their service.

19          **12.5** Bilingual Capability. CONTRACTOR shall provide bilingual dispatchers or information  
20          operators, and drivers who can fluently speak both the English and Spanish languages  
21          and are knowledgeable of time schedules, routes, window corridors and transit services  
22          of ICTC as is necessary to answer customer information requests, refer passengers to  
23          other public transit service CONTRACTORs and/or questions in a courteous, timely and  
24          professional fashion.

25   **13.    COORDINATION**

26          **13.1** Consultation. CONTRACTOR represents itself as an expert in the field of public  
27          paratransit. As such, CONTRACTOR shall provide ICTC with minor technical  
28          assistance and consultation in such matters as operating policies, funding and

1 coordination with other transit CONTRACTORS at no additional charge to ICTC. At no  
2 time will CONTRACTOR be required to prepare intensive or in-depth studies without  
3 mutually agreed-upon compensation. Periodically, consultants will request information  
4 or interviews with CONTRACTOR staff. CONTRACTOR is required to cooperate with  
5 all ICTC-administered consultant projects.

6 **13.2** Service Recommendations. CONTRACTOR shall report to ICTC and shall make  
7 recommendations as to changes to improve ICTC's paratransit service on a case-by-case  
8 basis. CONTRACTOR may not make any permanent changes that affect the quantity,  
9 quality or nature of the paratransit service without obtaining ICTC's written permission.

10 **14.** **MANAGEMENT**

11 **14.1** General Manager/Operations Manager. ICTC shall participate in the selection and  
12 approval of the person serving as General Manager/Operations Manager. In the event  
13 that the Operations Manager must be replaced, ICTC will participate in the selection of  
14 the replacement.

15 **14.2** Day-to-Day Operations. CONTRACTOR will manage the day-to-day operation in  
16 accordance with the adopted operations plan and good management practices.  
17 Management of day-to-day operations of the system will be vested in at least one (1) local  
18 management individual who shall be experienced in all aspects of public paratransit  
19 operations. The individual shall be responsible for managing and monitoring all aspects  
20 of the system operation including but not limited to maintenance, repair, fueling, security,  
21 supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare  
22 collection, personnel and contract administration. CONTRACTOR shall supply ICTC  
23 with a twenty-four (24) hour emergency telephone number at which CONTRACTOR can  
24 be reached. ICTC reserves the right to adjust any aspect of the service including  
25 supervisory staff.

26 **14.3** Priority of Service. The General Manager/Operations Manager shall be employed and  
27 available on a full-time basis.  
28

1           **14.4** Executive Level Availability. CONTRACTOR shall also designate a responsible  
2 executive level employee of CONTRACTOR to be available at all times, either by phone  
3 or in person, to make decisions or provide coordination as necessary. This executive must  
4 be authorized to act throughout the service area on behalf of CONTRACTOR. This  
5 individual may not be the same individual as the General Manager/Operations Manager.

6           **14.5** Operational Efficiency. CONTRACTOR shall seek out and implement methods of  
7 improving system operations, service and cost-effectiveness along with improvements to  
8 correct deficiencies and substandard performance. After approval by ICTC, results will  
9 be reported to ICTC via the monthly management summary (“MSS”) report, activity  
10 report or direct memorandum, along with a summary of any corrective actions that have  
11 been taken. CONTRACTOR shall review and comment on plans, equipment purchases,  
12 operative changes and related proposals of ICTC.

13 **15. GENERAL REPORTS AND RECORDKEEPING**

14           **15.1** CONTRACTOR shall collect data on the operation of the paratransit service system and  
15 supply the data to ICTC on a monthly basis, or as may otherwise be directed below. All  
16 such information supplied by CONTRACTOR shall be certified as accurate.

17           **15.2** Management Information System. CONTRACTOR's Management Information System  
18 shall utilize Word, Excel, Power Point, Access, Adobe Acrobat and e-mail and provide  
19 an adequate methodology to gather, store, retain, calculate, compute, cross-reference and  
20 display in textural, tabular and graphic form all operating, performance and financial data  
21 associated with this Agreement. In addition, e-mail capability is required to communicate  
22 with ICTC. ICTC uses IBM-compatible computer equipment.

23           **15.3** Monthly Reports. CONTRACTOR will report the information on a monthly basis in the  
24 format as described in the Appendix E to “IVT MedTrans 2024” Request for Proposal  
25 dated \_\_\_\_\_ 2024 - Reporting.

26           **15.4** Annual Reports. CONTRACTOR will report the information on an annual basis in the  
27 format as described in the Appendix E to “IVT MedTrans 2024” Request for Proposal  
28 dated \_\_\_\_\_ 2024 - Reporting.

1           **15.5** Miscellaneous Reports. In addition to the monthly and annual reporting,  
2           CONTRACTOR shall supply any and all reports necessary to comply with requirements  
3           of ICTC and other local, State or Federal authorities. These reports shall include but not  
4           be limited to all required California Air Resource Board Urban or Medium Bus Operators  
5           Emission Requirements, California Transportation Development Act and FTA and  
6           National Transit Database reporting requirements.

7           **15.6** Accident Reporting. CONTRACTOR shall provide ICTC with immediate telephone  
8           notification of accidents. CONTRACTOR shall forward written copies of accident  
9           reports within one (1) business day for injury accidents and three (3) business days for  
10          non-injury accidents. CONTRACTOR shall also forward all California Highway Patrol  
11          (“CHP”) Safety Compliance Reports within two (2) business days after CHP submission  
12          to CONTRACTOR.

13          **15.7** Survey/Study/Analysis Data. ICTC may periodically conduct surveys of ridership during  
14          the term and, if applicable, the extension term of this Agreement. These surveys may  
15          determine matters including socioeconomic, origination and destination and fare-type  
16          characteristics of paratransit service system users. CONTRACTOR shall cooperate in  
17          the conduct of all surveys, including having its in-service drivers participate where  
18          operationally possible, at no additional charge to ICTC.

19          **15.8** Proprietary Restriction. CONTRACTOR agrees that all information it must furnish  
20          pursuant to this Agreement shall be free from proprietary restrictions unless identified  
21          during negotiation and mutually agreed-upon. CONTRACTOR further agrees that other  
22          such data is public and in the public domain.

23          **15.9** Maintenance of Data. CONTRACTOR shall maintain accurate and complete books,  
24          records, data and documents on generally-accepted accounting principles in accordance  
25          with Uniform System of Accounts and Records adopted by the State Controller pursuant  
26          to Section 99243 of the Public Utilities Code, and as required by ICTC or the California  
27          Department of Transportation (“Cal Trans”). Such records shall be kept in such detail  
28          and form so as to meet applicable local, State and Federal requirements.

1           **15.10** Accountability. A complete and separate set of books, accounts and/or records shall be  
2           maintained by CONTRACTOR, which records shall show details of transactions  
3           pertaining to the management, maintenance and operation of only this system under the  
4           terms of this Agreement. System transactions shall not be co-mingled with  
5           CONTRACTOR's other operations. CONTRACTOR's records shall be kept with  
6           sufficient detail to constitute an audit trail to verify that any and all costs charged to the  
7           system created by this Agreement are in fact due to operations pursuant to this  
8           Agreement, and not due to separate or charter operations by CONTRACTOR. ICTC  
9           auditors shall perform a random audit of the financial records of the service on an annual  
10          basis.

11          **15.11** Maintenance Records. CONTRACTOR shall keep and maintain all work orders,  
12          warranty dockets and maintenance records on vehicles and equipment, separated by  
13          vehicle, until this Agreement is terminated. CONTRACTOR shall release all such  
14          documents to ICTC upon request or upon termination of this Agreement.

15          **15.12** Access. ICTC, Caltrans, FTA and the Comptroller General of the United States, or any  
16          of their duly authorized representatives, shall have access to any books, documents,  
17          papers, and records of CONTRACTOR which are directly pertinent to this Agreement  
18          for the purpose of making audit, examination, excerpts, and transcription of  
19          CONTRACTOR's files. CONTRACTOR shall maintain all these records for a period of  
20          at least five (5) years following the close-out of this Agreement to allow for audits,  
21          examinations, excerpts and transcriptions of CONTRACTOR's files.

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

23          **16.1** CONTRACTOR shall provide all facilities, tools, equipment, tires, fuel, oil, batteries,  
24          parts, cleaning supplies, office supplies, office equipment and such other items or  
25          materials required to professionally operate ICTC's paratransit services, including phone  
26          system and service.

27          **16.2** CONTRACTOR shall provide, operate and maintain the radio communications system  
28          for the paratransit service, including but not limited to, securing of Federal

1 Communications Commission (“FCC”) frequency, base station, transmitter, repeater if  
2 needed, and a mobile unit for each vehicle and a spare. CONTRACTOR must comply  
3 with ICTC policies and FCC procedures for radio use.

### 4 **16.3 VEHICLE MAINTENANCE**

5 It shall be CONTRACTOR’s responsibility to provide maintenance personnel and  
6 institute a vehicle maintenance program to achieve a high level of maintenance on the  
7 fleet of ICTC-owned buses provided to CONTRACTOR. ICTC expects maintenance  
8 of vehicles in the highest level of condition by covering the following, but not limited to,  
9 general elements:

- 10 • Preventative Maintenance
- 11 • Mechanical Maintenance
- 12 • Zero Tolerance Graffiti Removal
- 13 • Cleaning Program
- 14 • Engine and Transmission
- 15 • Quality Control
- 16 • Warranties on New Buses
- 17 • Interior Bus Maintenance (Seats, Driver Seats, Floors)
- 18 • Wheelchair Lift/Ramp Maintenance
- 19 • Farebox Maintenance
- 20 • Tire Servicing
- 21 • Wheel Cleaning
- 22 • Maintenance Performance Analysis
- 23 • Maintenance Reporting

24 All preventative maintenance inspections and mechanical maintenance shall be  
25 performed by qualified employees of the CONTRACTOR unless otherwise noted.  
26 CONTRACTOR is responsible for providing the necessary trained and qualified staff to  
27 perform all elements required as part of the maintenance program included within this  
28 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

1 (FTE) requirements for each of the maintenance staffing categories proposed by  
2 CONTRACTOR, until such time that additional staff are hired, trained, and employed.  
3 Failure to maintain staffing levels that equal, or exceed the required levels for operating  
4 efficiency may subject CONTRACTOR to liquidated damages. Subcontracting of  
5 additional or specialized cleaning functions may be considered. However, all  
6 maintenance manager, mechanic and service positions must be employees of the  
7 CONTRACTOR. CONTRACTOR's duty and responsibility to maintain all vehicles and  
8 equipment is not delegable to any other person, firm or corporation. All subcontracts of  
9 maintenance functions must be approved by ICTC in advance, and may not substitute for  
10 staffing levels shown in CONTRACTOR's staffing plan.

### 11 **16.3.1 MAINTENANCE PERSONNEL**

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

- 14 • Bus engines, transmissions, and related mechanical parts.
- 15 • Methods and procedures used in servicing mechanical equipment.
- 16 • Bus chassis and bodies.
- 17 • Tools, precision instruments, equipment, and procedures used in the general  
18 repair and maintenance of bus equipment.
- 19 • Decimals, fractions, and specifications related to bus mechanics.
- 20 • Specialized areas such as upholstery, brake relining, air conditioning,  
21 wheelchair lift or device, fareboxes, electronic destination signs, and laptop  
22 computer diagnostic programming.

### 23 **16.3.2 MAINTENANCE PERSONNEL SKILLS**

24 **16.3.2.1** Inspect bus engines, transmissions, fuel systems, and other  
25 mechanical, electric, and electronic parts and components.  
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**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 manufacturers 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.

PMI intervals shall be at the following inspection mileages:

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

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

1 and forwarded to ICTC staff to insure vehicle has been returned to full  
2 compliance.

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

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

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

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

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

#### 22 **16.3.4 MECHANICAL MAINTENANCE PROGRAM**

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

4 ICTC may inspect any vehicle at any time. CONTRACTOR shall allow ICTC,  
5 or its designated agent, access to CONTRACTOR's facilities and records for the  
6 purpose of monitoring the CONTRACTOR's maintenance performance, as ICTC  
7 deems necessary. ICTC shall be permitted to view and copy any vehicle  
8 maintenance records, inspect vehicles, and request CONTRACTOR's personnel  
9 to drive vehicles and/or position vehicles to inspect the undercarriage, as is  
10 necessary to evaluate the condition of vehicles used in the performance of this  
11 Agreement. ICTC, or its designated agent(s), shall conduct such inspections on a  
12 regular basis.

13 All parts, materials, tires, lubricants, fluids, oils and procedures used by  
14 CONTRACTOR on all ICTC-owned vehicles, vehicles and equipment shall meet,  
15 or exceed Original Equipment Manufacturer (OEM) specifications and  
16 requirements. All parts installed by CONTRACTOR on ICTC-owned buses shall  
17 become property of ICTC.

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

19 **16.3.4.1** All wheelchair lifts, ramps, and other accessibility-related  
20 equipment shall be inspected, serviced and lubricated at intervals  
21 necessary to insure that all accessibility features are fully  
22 operational whenever the vehicle is used in revenue service.

23 **16.3.4.2** Fareboxes, radios, destination signs, public address systems,  
24 request-to-stop systems, and passenger doors shall be inspected,  
25 serviced and lubricated at intervals necessary to ensure that this  
26 equipment is fully operational as designed whenever the vehicle is  
27 used in revenue service.

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1                     **16.3.4.3**       At scheduled oil change intervals, a laboratory engine and  
2   transmission oil analysis shall be performed on every ICTC-  
3   provided bus engine or transmission. The analysis program used  
4   by CONTRACTOR shall be subject to approval by ICTC.

5                     **16.3.4.4**       Brake inspections and adjustments shall be performed at intervals  
6   that insure the safe and efficient operation of the braking system.  
7   Brakes must be fully inspected, at a minimum, of 3,000 miles at  
8   the “A” inspection.

9                     **16.3.4.5**       All components of the bus bodies, appurtenances, and frames shall  
10   be maintained in a safe, sound and undamaged condition at all  
11   times. Damage (including body damage and all bus appurtenances)  
12   shall be repaired in a professional manner within three weeks (21  
13   calendar days) of occurrences. In the event that the repairs cannot  
14   be made within three weeks due to the severity of damage, and/or  
15   backorder of parts not typically in CONTRACTOR’s inventory,  
16   CONTRACTOR shall work with ICTC to establish a reasonable  
17   schedule for completion.

18     **16.4**   All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a  
19   safe and fully functional (as designed) condition at all times.

20     **16.5**   The interior passenger compartment shall be free of exhaust fumes from the engine,  
21   engine compartment, and exhaust system of the bus at all times.

22     **16.6**   Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used  
23   to insure that the passenger compartment temperature is comfortably maintained under  
24   all climatic conditions at all times during revenue service. CONTRACTOR shall  
25   maintain the A/C systems in an operable condition throughout the entire year.

26     **16.7**   Bicycle racks (front two position SportWorks) are provided on all buses provided for this  
27   service. CONTRACTOR shall maintain bicycle racks in good working order. Racks  
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1 shall be inspected every 3,000 miles with the “A” PMI. Racks may need to be sanded,  
2 repainted or polished, or replaced (if not easily repaired).

3 **16.8** CONTRACTOR, as manager of the fleet, shall establish and maintain a spare parts  
4 inventory based on the age and variety of vehicles, sufficient to ensure that peak hour  
5 vehicle requirements are met. Vehicles may not be used to supply spare parts for other  
6 buses.

7 **16.9** ICTC may remove a vehicle from revenue service if ICTC determines that maintenance  
8 on any vehicle is not in conformity with the Agreement.

9 **16.10** CONTRACTOR, as an agent for ICTC in the case of warranted equipment, will be  
10 responsible for ensuring that the vehicle manufacturers and all component manufacturers  
11 perform or reimburse CONTRACTOR for all parts and labor, which are covered under  
12 warranty. CONTRACTOR shall diligently follow the preventative maintenance program  
13 so any warranty coverage on ICTC-owned or provided equipment is not lessened or  
14 invalidated.

15 **16.11** Upon completion or termination of the Agreement for any reason, CONTRACTOR shall  
16 return vehicles and all other ICTC-provided equipment to ICTC less reasonable wear-  
17 and-tear, as determined by accepted bus industry standards and approved by ICTC.

18 **16.12** Driver and passenger seats shall be maintained in proper operating condition at all times.  
19 It shall include, at a minimum, inspection, repair, and replacement for seat cushions,  
20 frames, armrests, and all electrical, mechanical, and pneumatic components. All rips,  
21 tears, cuts, gum, graffiti and other damage shall be cleaned and/or repaired in a  
22 professional manner immediately upon their discovery. CONTRACTOR shall replace  
23 seat covers that are worn or cannot be professionally repaired, using materials that are  
24 identical in design and color as those materials being replaced.

25 **16.13** CONTRACTOR is responsible for all towing services related to this AGREEMENT.

26 **16.14** Tire maintenance and replacement are the responsibility of the CONTRACTOR. Any  
27 new buses delivered during the Agreement will be delivered with tires purchased by ICTC  
28 as part of the bus procurement. Any replacements for these original tires will be the

1 responsibility of the CONTRACTOR when the original tires require replacement.  
2 CONTRACTOR must use new tires, refurbished tires are not allowed.

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

7 **16.16** MAINTENANCE SHOP PRACTICES

8 The CONTRACTOR provided Maintenance Manager shall verify the quality of the work  
9 performed, and add his/her signature to the PMI Inspection form. Daily vehicle inspection  
10 reports shall be completed prior to vehicle use. The Maintenance Manager will be  
11 responsible for the review of Vehicle Inspection Reports. Should a Vehicle Inspection  
12 Report be submitted post vehicle use, the Maintenance Manager will review and schedule  
13 any repairs immediately.

14 **16.16.1**Tires shall always be matched (by manufacturer, size, and tread pattern) on each  
15 axle. CONTRACTOR shall follow manufacturer’s recommended guidelines for  
16 wheel maintenance and cleaning. CONTRACTOR shall clean all wheels weekly  
17 and re-paint steel wheels as necessary.

18 **16.16.2**Broken or cracked glass or window liners shall be replaced immediately upon  
19 discovery. No buses shall enter into revenue service with broken or cracked glass  
20 at any time. Scratched or etched glass or window liners shall be replaced weekly,  
21 unless significant damage or offensive in nature, which shall require immediate  
22 replacement.

23 **16.16.3**Bus Brake Replacement

24 **16.16.3.1** Both brakes on an axle will be replaced at the same time.

25 **16.16.3.2** Wheel seals will be replaced with every brake job, and bearings  
26 will be checked.

27 **16.16.4**Other

28 **16.16.4.1** Cradle motor mounts shall be replaced in pairs.

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

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

**16.17** BUS MAINTENANCE RECORD KEEPING

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

- Year and Make
- Model
- Serial number/ICTC fleet number
- License number
- Vehicle Identification Number (VIN)
- Date received
- Date placed in service
- Annual miles
- Contract miles
- Life miles
- Major Component Rebuild and Replacement including date and lifemiles
- Vehicle repairs
- Preventive Maintenance Inspection Reports
- Daily "Bus Condition" reports
- Work Orders

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

1 Copies of the "Preventive Maintenance Inspection" report will be submitted to ICTC on  
2 a quarterly basis, if so requested by ICTC. ICTC shall coordinate with CONTRACTOR  
3 for submittal of selected summary type reports from the computerized maintenance  
4 system. Any Daily Bus Report shall be submitted to ICTC upon request.  
5 CONTRACTOR shall submit the entire vehicle file, or selected reports, from the  
6 maintenance software system to ICTC upon request. The computerized maintenance  
7 software system must be backed up regularly.

8 At the minimum, CONTRACTOR shall submit monthly maintenance report summaries  
9 each month including maintenance PMIs done in the past month, and vehicle cleaning  
10 summaries.

#### 11 **16.18 SAFETY**

12 **16.18.1**ICTC will require that the Motor Carrier Unit of the CHP annually prepare and  
13 submit to ICTC a Safety Compliance Report (CHP 343) and Vehicle Inspection  
14 Reports (CHP 343A). CONTRACTOR shall fully cooperate with, and allow  
15 access as requested to, any CHP officer, or agent, for the purposes of preparing  
16 the CHP 343. CONTRACTOR must attain satisfactory ratings in each category  
17 of the Safety Compliance Report. CONTRACTOR must expeditiously correct  
18 any deficiencies noted on any CHP vehicle or terminal inspection report.

19 **16.18.2**ICTC requires that CONTRACTOR regularly inspect and maintain all safety  
20 equipment used or required in the fulfillment of this Agreement. CONTRACTOR  
21 is responsible for purchasing, at its own cost, replacement fire extinguishers, first  
22 aid kits, first aid kit refill supplies, and triangle reflector kits sufficient to ensure  
23 that spares are always available and that the operation maintains compliance with  
24 local, state, and federal safety regulations. Drivers' daily vehicle inspection shall  
25 include a check of the fire extinguisher and triangle reflector kit. Used, missing,  
26 or broken items must be replaced as soon as practicable. All vehicle and facility  
27 fire extinguishers shall be inspected and tagged no less frequently than annually.  
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1 First aid kits shall be inspected and professionally serviced at least once per  
2 year.

3 **16.19 ICTC REIMBURSEMENT OF ENGINE AND TRANSMISSION REBUILD COSTS**

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

11 **16.19.1**After review, ICTC may direct CONTRACTOR in writing, to proceed with the  
12 recommended work.

13 **16.19.2**CONTRACTOR will only be permitted to pass through to ICTC the costs related  
14 to any engine or transmission work accomplished following the above-mentioned  
15 procedure. ICTC will not be liable for any costs if CONTRACTOR does not  
16 follow the above-mentioned procedure. CONTRACTOR must submit a detailed  
17 invoice to ICTC for all such work.

18 **16.19.3**If ICTC determines that such work is necessary due to poor maintenance  
19 performance by CONTRACTOR, ICTC will not be liable for any costs.

20 **16.19.4**CONTRACTOR shall remain responsible for all costs related to repair or  
21 replacement of any engine-driven part including, but not limited to, generators,  
22 hydraulic pumps, water pumps, fuel pumps, valve covers, oil pans, alternators,  
23 voltage regulators, air compressors, air-conditioning compressors, vacuum  
24 pumps, starter motors, and turbocharger. CONTRACTOR shall also remain  
25 responsible for all costs related to repair or replacement of transmission-related  
26 parts including, but not limited to, oil coolers, external oil lines, external filters,  
27 external linkage modulators, external speedometers/odometers, "driven" gears or  
28 sensors, neutral start switches, and temperature sensors.

1 **17. FACILITIES**

2 **17.1** All facilities and arrangements including office space, furniture, dispatch, maintenance  
3 bays, paved, secured and lighted parking areas, storage, on/off site fueling, radio,  
4 telephone and computer connections are the responsibility of CONTRACTOR and shall  
5 be sufficient to support the operation of the paratransit services described herein.

6 **17.2** CONTRACTOR shall ensure that facilities provided are maintained as needed to ensure  
7 a safe, hygienic, professional and attractive working environment that is in compliance  
8 with local, State and Federal regulations.

9 **17.3** Services shall be operated on an inter-city and inter-county basis. Vehicles dispatched out  
10 of the facilities shall travel to various destinations. ICTC does not specify preference for  
11 location; however, the location shall be evaluated for practicality and functionality for the  
12 administration, operations and maintenance of the system.

13 **17.4** CONTRACTOR shall locate facilities so as to be able to bring a back-up vehicle into  
14 service within sixty (60) minutes from the location.

15 **17.5** The facilities are expected to serve the walk-in passenger, collect fare payment, and  
16 provide a centralized site for operations and a distribution point for the sale of passes and  
17 brochures.

18 **18. VEHICLES**

19 **18.1** ICTC shall supply all revenue vehicles for the services. CONTRACTOR shall supply all  
20 non-revenue service hour vehicles. See Vehicles for Exhibit “A” – “IVT MedTrans  
21 Paratransit Services Scope of Work FY 2024-2025 through FY 2030-31”. CONTRACTOR  
22 must examine the service history and schedule to determine minimum size of vehicles  
23 and spares required for efficient service operation.

24 **18.2** CONTRACTOR shall maintain adequate air-conditioning and passenger comfort on-  
25 board at all times.

26 **18.3** ICTC may inspect vehicles on- or off-route and pull a vehicle out of service at any time  
27 due to perceived or reported safety violations, lack of air conditioning, lack of functional  
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1 wheel chair lift or other condition that impacts the health and welfare of  
2 passengers.

3 **19. PERSONNEL**

4 **19.1** CONTRACTOR shall provide all management, office staff, drivers, dispatchers,  
5 mechanics, maintenance clerks, cleaners, service workers, telephone information  
6 operators, road supervisors and such other personnel necessary to responsibly operate  
7 ICTC’s paratransit services system, including any onboard security or supervision. It is  
8 understood that CONTRACTOR may subcontract components of its operations;  
9 however, no such subcontract shall relieve CONTRACTOR from responsibility to ensure  
10 compliance with the terms of this Agreement. ICTC reserves the right to make any  
11 adjustments to the service, methodology to the delivery of service and operations. All  
12 road supervisors and service managers shall be licensed and trained to drive applicable  
13 services vehicles.

14 **19.2** CONTRACTOR will recruit, screen, hire, discipline and train personnel as necessary,  
15 conduct monthly safety and other related employee meetings as necessary and perform  
16 liaison activities with ICTC and other agencies related to execution of this Agreement. A  
17 copy of employee benefits, work rules and union contracts shall be provided to ICTC.  
18 CONTRACTOR shall meet and coordinate with ICTC on a frequent basis.

19 **19.3** CONTRACTOR shall supervise all drivers to the end that they are courteous to all patrons  
20 at all times and respond to patrons’ questions regarding use of the transit system or  
21 connecting systems accurately.

22 **19.4** CONTRACTOR shall provide ICTC with an organizational chart prior to start-up. After  
23 startup, CONTRACTOR shall provide a list of drivers’ names and update said list  
24 monthly. CONTRACTOR shall not place a driver into service without the driver first  
25 completing CONTRACTOR’s training program as outlined in Paragraph 20. Failure to  
26 comply with this section may result in termination of this Agreement.

27 **20. TRAINING**

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- 1           **20.1.** CONTRACTOR shall provide full training for CONTRACTOR’s drivers. This training  
2           shall be a minimum of eighty (80) hours per employee, of which at least thirty (30) hours  
3           shall be behind the wheel. This training must be completed before a driver can enter  
4           unsupervised passenger service. CONTRACTOR shall maintain and certify driver  
5           records, subject to review by ICTC and CHP.
- 6           **20.2** All CONTRACTOR employees, including dispatchers and supervisor(s), shall be trained  
7           and certified as drivers. Such training shall meet all requirements of the State of  
8           California. A detailed description of CONTRACTOR’s proposed training program shall  
9           be submitted to ICTC within thirty (30) days of the execution of this Agreement.  
10          CONTRACTOR’s training plan shall provide a minimum of eight (8) hours of annual  
11          refresher training per driver.
- 12          **20.3** CONTRACTOR shall conduct classroom training in at least the following areas: multi-  
13          media first aid training, cardiopulmonary resuscitation (“CPR”), National Safety Council  
14          (or approved equivalent) defensive driving course, customer service, sensitivity/empathy  
15          training, emergency and accident procedures and wheelchair loading and securement  
16          procedures.
- 17          **20.4** CONTRACTOR will have all drivers obtain a class of drivers license as required by law,  
18          and certification in CPR and first aid. All CONTRACTOR employees must pass a pre-  
19          employment physical examination, paid for by CONTRACTOR, prior to start of training.  
20          All of CONTRACTOR’s drivers shall be subject to a pre-employment background check,  
21          a review of their California Department of Motor Vehicle records.
- 22          **20.5** Drivers will be trained by a trainer or trainers who are certified by the National Safety  
23          Council (or other approved agency) to instruct the defensive driving course and are  
24          certified by either the American Heart Association or Red Cross (or another approved  
25          agency) to instruct the drivers in first aid and CPR. CONTRACTOR shall certify their  
26          trainer in customer service, sensitivity training, emergency and accident procedures and  
27          wheelchair loading and securement procedures, or as may otherwise be required by local,  
28          State or Federal law or regulations.

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

5 **21. LICENSES**

6           **21.1** CONTRACTOR shall provide and maintain licenses for its radio system.

7           **21.2** CONTRACTOR shall be responsible for any locally required business or other licenses,  
8                           including FCC and Public Utilities Commission certificates as required and necessary.  
9                           CONTRACTOR shall also be solely responsible for any parking and traffic violations of  
10                          vehicles operated in connection with ICTC’s paratransit program.

11 **22. UNIFORMS**

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

19 **23. SAFETY AND SECURITY**

20           **23.1** CONTRACTOR shall be responsible for the safety and security of passengers during  
21                           operations and for all related equipment and facilities. CONTRACTOR shall develop  
22                           specific procedures that define the safety and security program for ICTC’s paratransit  
23                           services. Safety and organizational meetings shall be held with all CONTRACTOR  
24                           employees at least once per month.

25           **23.2** CONTRACTOR shall report all hazardous conditions (e.g., trees, signs, slides, etc.) in  
26                           the service area to ICTC and any other appropriate authority and take necessary  
27                           precautions to safeguard passengers and personnel.  
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1 (iii) GARAGEKEEPERS LIABILITY insurance which shall include coverage for all ICTC  
2 vehicles in the care, custody, and control of the CONTRACTOR with limits of liability  
3 of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

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

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

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

13 **24.2** Should CONTRACTOR maintain higher limits than the minimum limits shown above,  
14 ICTC requires and shall be entitled to coverage for the higher limits maintained by  
15 CONTRACTOR. Any available insurance proceeds in excess of the specified minimum  
16 limits of insurance and coverage shall be available to ICTC.

17 **24.3** In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to  
18 meet the minimum limits of insurance set forth above, this insurance policy(ies) shall  
19 “follow form” and afford no less coverage than the primary insurance policy(ies).

20 **24.4** CONTRACTOR shall be responsible for payment of any deductibles contained in any  
21 insurance policies required hereunder and CONTRACTOR shall also be responsible for  
22 payment of any self-insured retentions. Any deductibles or self-insured retentions must  
23 be declared to, and approved by, the ICTC’s Executive Director or his/her designee. At  
24 the option of the ICTC’s Executive Director or his/her designee, either: (i) the insurer  
25 shall reduce or eliminate such deductibles or self-insured retentions as respects to ICTC,  
26 its board members, officers, employees, agents and volunteers, and Cities and their  
27 elected officials, officers, employees, agents and volunteers: or (ii) CONTRACTOR shall  
28 provide a financial guarantee, satisfactory to ICTC’s Executive Director or his/her

1 designee, guaranteeing payment of losses and related investigations, claim administration  
2 and defense expenses. At no time shall ICTC or Cities be responsible for the payment of  
3 any deductibles or self-insured retentions.

4 **24.5** All policies of insurance required hereunder shall be endorsed to provide that the  
5 coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except  
6 after 30 calendar day written notice has been given to ICTC. Upon issuance by the  
7 insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage  
8 or in limits, CONTRACTOR shall furnish ICTC with a new certificate and applicable  
9 endorsements for such policy(ies). In the event any policy is due to expire during the  
10 work to be performed for ICTC, CONTRACTOR shall provide a new certificate, and  
11 applicable endorsements, evidencing renewal of such policy not less than 15 calendar  
12 days prior to the expiration date of the expiring policy.

13  
14 **24.6** The General Liability and Automobile Liability insurance policies shall be written on an  
15 occurrence form and shall name ICTC, its board members, officers, employees and agents  
16 as an additional insured. Such policy(ies) of insurance shall be endorsed so  
17 CONTRACTOR's insurance shall be primary and no contribution shall be required of  
18 ICTC. The coverage shall contain no special limitations on the scope of protection  
19 afforded to ICTC, its board members, officers, employees and agents. Garagekeepers  
20 Liability insurance shall be written on a direct primary coverage form and include  
21 comprehensive and collision coverage. The Workers' Compensation insurance policy  
22 shall contain a waiver of subrogation as to ICTC, its board members, officers, employees  
23 and agents.

24 **24.7** CONTRACTOR shall furnish ICTC all certificate(s) and applicable endorsements  
25 effecting coverage required hereunder. All certificates and applicable endorsements are  
26 to be received by ICTC and approved by ICTC's Executive Director or his/her designee  
27 prior to ICTC's execution of the Agreement and before work commences. Upon request  
28 of ICTC, CONTRACTOR shall immediately furnish ICTC with a complete copy of any



1 insurance policy required under this Agreement, including all endorsements, with said  
2 copy certified by the underwriter to be a true and correct copy of the original policy. This  
3 requirement shall survive expiration or termination of this Agreement.

4 **24.8** If at any time during the life of this Agreement or any extension, CONTRACTOR or any  
5 of its subcontractors fail to maintain any required insurance in full force and effect, all  
6 work under this Agreement shall be discontinued immediately, and all payments due or  
7 that become due to CONTRACTOR shall be withheld until notice is received by ICTC  
8 that the required insurance has been restored to full force and effect and that the premiums  
9 therefore have been paid for a period satisfactory to ICTC. Any failure to maintain the  
10 required insurance shall be sufficient cause for ICTC to terminate this Agreement. No  
11 action taken by ICTC hereunder shall in any way relieve CONTRACTOR of its  
12 responsibilities under this Agreement.

13 **24.9** The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or  
14 diminish the liability of CONTRACTOR, including, without limitation, liability under  
15 the indemnity provisions of this Agreement. The duty to indemnify ICTC shall apply to  
16 all claims and liability regardless of whether any insurance policies are applicable. The  
17 policy limits do not act as a limitation upon the amount of indemnification to be provided  
18 by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall  
19 in no way relieve from liability nor limit the liability of CONTRACTOR, its principals,  
20 officers, employees, agents, persons under the supervision of CONTRACTOR, vendors,  
21 suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed  
22 directly or indirectly by any of them.

23 **24.10** If CONTRACTOR should subcontract all or any portion of the services to be performed  
24 under this Agreement, CONTRACTOR shall require each subcontractor to provide  
25 insurance protection in favor of ICTC, its board members, officers, employees and agents  
26 in accordance with the terms of each of the preceding paragraphs, except that the  
27 subcontractors' certificates and endorsements shall be on file with CONTRACTOR and  
28 ICTC prior to the commencement of any work by the subcontractor.

1 **25. TERMINATION**

2 **25.1 Termination Provisions:** Termination clauses are located in Attachment A and in accordance  
3 with Section 30 of this Agreement.

4 **26. FUTURE CONTRACTUAL SERVICE ADJUSTMENTS.**

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

18 **27. EMPLOYEE WORK RULES**

19 CONTRACTOR shall enforce the following employee rules:

20 **27.1** Uniforms must be worn at all times when on duty and shall be clean and presentable at  
21 all times. Uniform designs, colors and ID tags are subject to ICTC approval.

22 **27.2** Gratuities shall not be accepted.

23 **27.3** Drivers shall have a thorough knowledge of ICTC transit services and service areas.  
24 Drivers shall also have a basic knowledge of potential transfer locations for all ICTC  
25 transit services.

26 **27.4 General Rules**

27 **27.4.1** No one will be permitted to smoke, eat or drink aboard vehicles at any time. This  
28 includes passengers and staff.

1           **27.4.2** Boisterous language, profanity or incivility to anyone shall not be allowed while  
2                           CONTRACTOR’s personnel is in uniform and representing CONTRACTOR and  
3                           ICTC, whether on- or off-duty.

4           **27.4.3** While in uniform, no CONTRACTOR employee shall purchase, consume or be  
5                           under the influence of any narcotic, intoxicant, or harmful drug.

6           **27.4.4** Drivers shall be responsible for keeping all vehicles clean and sanitary during  
7                           their shift.

8           **27.4.5** All CONTRACTOR employees are responsible for reporting any defects noted in  
9                           any vehicle to the supervisor and maintenance department immediately. Drivers  
10                          shall conduct a “walk-around” and an in-vehicle inspection of their vehicle and  
11                          fill out a form approved by ICTC for denoting the results of such inspection(s)  
12                          daily. Vehicle inspection documentation shall be reviewed by management staff  
13                          on a daily basis and corrective items noted should be addressed as quickly as  
14                          possible. Drivers shall have maintenance or management personnel resolve any  
15                          doubt about the safety of a vehicle prior to placing a vehicle in passenger service.

16           **27.4.6** Employees may use vehicles only in accordance with their assigned duties.

17           **27.4.7** Employees must conduct themselves and operate vehicles in a safe and courteous  
18                           manner at all times.

19           **27.4.8** No one shall be permitted to solicit on the vehicle.

20           **27.4.9** No item longer than five (5) feet will be permitted on the vehicle.

21           **27.4.10** All information regarding accidents shall be treated as confidential. Employees  
22                          shall refrain from speaking to anyone concerning any accident unless it is to  
23                          police, supervisory personnel, or other person(s) involved in the accident as  
24                          required by law.

25           **27.4.11** Persons under the influence of any intoxicant, narcotic, or harmful drug shall not  
26                           be permitted on the vehicle.

27           **27.4.12** Drivers providing service shall be required to travel over prescribed routes. If it  
28                           becomes necessary to leave the route, the dispatcher or immediate supervisor shall

1 be notified immediately. ICTC reserves the right to modify routes or create  
2 deviations as necessary to provide effective service.

3 **27.4.13** Drivers will provide the assistance required to help elderly and disabled persons  
4 boarding and de-boarding vehicles, moving to their seat and/or maneuvering and  
5 securing wheelchairs. Under no circumstances will drivers enter a passenger’s  
6 residence or physically lift a passenger.

7 **27.4.14** No vehicle shall be operated when its condition is unsafe or uncertain.

8 **27.4.15** No driver shall operate the wheelchair lift until he/she has received the required  
9 training and if there is any doubt whosoever about the mechanical condition of  
10 the lift or safety of the passenger as a result from using the lift. Wheelchair lift  
11 operation shall be in compliance with the methodology recommended by the  
12 organizational equipment manual.

13 **28. ICTC POLICIES AND STANDARDS**

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

17 **29. CONFLICT OF INTEREST**

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

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

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

25 **31. INDEMNIFICATION**

26 To the furthest extent allowed by law, CONTRACTOR shall indemnify, hold harmless and  
27 defend ICTC and each of its board members, officers, employees and agents from any and all  
28 loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict

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

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

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

14 **32. INDEPENDENT CONTRACTOR**

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

18 **32.1** CONTRACTOR is not an employee or agent of ICTC and is only responsible for the  
19 requirements and results specified by this Agreement or any other Agreement.

20 **32.2** CONTRACTOR shall be responsible to ICTC only for the requirements and results  
21 specified by this Agreement and except as specifically provided in this Agreement, shall  
22 not be subject to ICTC's control with respect to the physical actions or activities of  
23 CONTRACTOR in fulfillment of the requirements of this Agreement.

24 **32.3** CONTRACTOR is not, and shall not be, entitled to receive from, or through, ICTC, and  
25 ICTC shall not provide, or be obligated to provide, CONTRACTOR with Worker's  
26 Compensation coverage or any other type of employment or worker insurance or benefit  
27 coverage required or provided by any Federal, State or local law or regulation for, or  
28 normally afforded to, an employee of ICTC.

1           **32.4** CONTRACTOR shall not be entitled to have ICTC withhold or pay, and ICTC shall not  
2           withhold or pay, on behalf of CONTRACTOR, any tax or money relating to the Social  
3           Security Old Age Pension Program, Social Security Disability Program, or any other type  
4           of pension, annuity, or disability program required or provided by any Federal, State or  
5           local law or regulation.

6           **32.5** CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or  
7           make any claim against any ICTC fringe program, including, but not limited to, ICTC's  
8           pension plan, medical and health care plan, dental plan, life insurance plan, or any other  
9           type of benefit program, plan, or coverage designated for, provided to, or offered to  
10          ICTC's employee.

11          **32.6** ICTC shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State, or local  
12          tax, including, but not limited to, any personal income tax, owed by CONTRACTOR.

13          **32.7** CONTRACTOR is, and at all times during the term of this Agreement, shall represent  
14          and conduct itself as an independent contractor, not as an employee of ICTC.

15          **32.8** CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind  
16          or obligate the ICTC in any way without the written consent of ICTC.

17   **33.    ASSIGNMENT**

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

20   **34.    CONTRACTUAL DISPUTE RESOLUTION**

21          **34.1** Disputes arising in the performance of this Agreement which are not resolved by  
22          agreement of the parties shall be decided in writing by the ICTC Board. Each party shall  
23          have the right to submit any unresolved dispute to mediation. If the parties cannot agree  
24          on a mediator, then each party shall select its own mediator and those mediators will  
25          jointly select a third mediator to mediate the dispute. If mediation is not successful, the  
26          parties may pursue their remedies as they choose.

27          **34.2** Unless otherwise directed by ICTC, CONTRACTOR shall continue performance under  
28          this Agreement while matters in dispute are being resolved.

1           **34.3** The duties and obligations imposed by this Agreement and the rights and remedies  
2           available hereunder shall be in addition to and not a limitation of any duties, obligations,  
3           rights and remedies otherwise imposed or available by law. No action or failure to act by  
4           either party shall constitute a waiver of any right or duty afforded any of them under this  
5           Agreement, nor shall any such action or failure to act constitute an approval of or  
6           acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7           **35. NOTICES AND REPORTS**

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

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

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

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

20           **36. ENTIRE AGREEMENT**

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

24           **37. MODIFICATION**

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

28           **38. CAPTIONS**

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

1 **39. PARTIAL INVALIDITY**

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

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

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

14 **41. WAIVER**

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

18 **42. CHOICE OF LAW**

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

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

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

26 **44. FORCE MAJEURE**

27 If any party fails to perform its obligation because of embargoes, acts of God, inability to obtain  
28 labor or materials, fuel shortages, government restrictions, governmental regulations,



1 governmental controls, judicial orders, enemy or hostile governmental action, civil commotion,  
2 fire or other casualty, or other causes beyond the reasonable control of the party obligated to  
3 perform, then that party's performance shall be excused. However, CONTRACTOR shall not  
4 receive payment for vehicle service hours that are not provided. CONTRACTOR'S failure to  
5 perform due to strikes, lockouts, and labor disputes may be excused in ICTC's sole discretion.

6 **45. AUTHORITY**

7 Each individual executing this Agreement on behalf of CONTRACTOR represents and warrants  
8 that:

9 **45.1** He/She is duly authorized to execute and deliver this Agreement on behalf of  
10 CONTRACTOR;

11 **45.2** Such execution and delivery is in accordance with the terms of the Articles of  
12 Incorporation or Partnership, any by-laws or Resolutions of CONTRACTOR and;

13 **45.3** This Agreement is binding upon CONTRACTOR in accordance with its terms.

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

16 **46. SUSPENSION AND DEBARMENT**

17 **46.1.** This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such,  
18 CONTRACTOR is required to verify that neither CONTRACTOR, its principals, as  
19 defined at 49 CFR 29.995, or its affiliates, as defined at 49 CFR 29.905, are excluded or  
20 disqualified as defined at 49 CFR 29.940 and 29.945.

21 **46.2.** CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the  
22 requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction  
23 it enters into.

24 **46.3.** By executing this Agreement, CONTRACTOR certifies that the certification in this  
25 clause is a material representation of fact relied upon by ICTC. If it is later determined  
26 that CONTRACTOR knowingly rendered an erroneous certification, in addition to  
27 remedies available to ICTC, the Federal Government may pursue available remedies,  
28 including but not limited to suspension and/or debarment. CONTRACTOR agrees to

1 comply with the requirements of 49 CFR 29, Subpart C for the duration of the term of  
2 this Agreement. CONTRACTOR further agrees to include a provision requiring such  
3 compliance in its lower tier covered transactions.

4 **47. DISADVANTAGED BUSINESS ENTERPRISE**

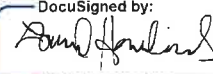
5 CONTRACTOR acknowledges and understands that this Agreement is subject to the requirements  
6 of Title 49, Code of Federal Regulations, Part 26, entitled "Participation by Disadvantaged Business  
7 Enterprises in Department of Transportation Financial Assistance Programs." CONTRACTOR shall  
8 reference and abide by these requirements when working pursuant to this Agreement.  
9

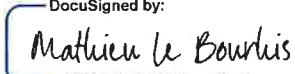
10 **IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first  
11 above written.

12 **IMPERIAL COUNTY**  
13 **TRANSPORTATION COMMISSION:**

**CONTRACTOR:**

14  
15 By:   
16 \_\_\_\_\_  
17 Chairperson

15 DocuSigned by:   
16 By: \_\_\_\_\_  
17 Laura J. Hendricks  
18 Chief Executive Officer

15 DocuSigned by:   
16 By: \_\_\_\_\_  
17 Mathieu Le Bourhis  
18 CFO

19 **ATTEST:**

20   
21 \_\_\_\_\_  
22 **CRISTI LERMA**  
23 Secretary to ICTC

24 **APPROVED AS TO FORM:**

25 Eric Havens  
26 County Counsel

27 By:   
28 \_\_\_\_\_  
Deputy County Counsel