

AGREEMENT FOR IVT RIDE PARATRANSIT SERVICES

THIS AGREEMENT FOR IVT RIDE 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 RIDE paratransit services among prospective CONTRACTORs for the delivery of the IVT RIDE 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 5307, 5310, and 5311 Grants, Local

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

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4 **2. DEFINITIONS**

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

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

11 **2.3** “Attendant” shall include one (1) individual to assist the disabled passenger.

12 **2.4** “Eligible passenger” shall include those individuals deemed eligible for the paratransit
13 service through a determination process.

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

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

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

20 **2.8** “Senior” shall include individuals who are fifty-five years of age or older.

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

23 **3. DESCRIPTION OF WORK**

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

27 **3.2** This Agreement is for specific paratransit services. There are set, designated pattern and
28 routes of travel, within a designated operating area and with specific hours of operation.

1 **3.3** In the event of a conflict among this Agreement, the Request for Proposal and the Proposal,
2 the Request for Proposal shall take precedence over the Proposal and this Agreement shall
3 take precedence over both.

4 **4. RESPONSIBILITIES OF CONTRACTOR**

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

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

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

20 **4.4** CONTRACTOR shall comply with all terms, conditions and requirements of the Request
21 for Proposal and this Agreement.

22 **4.5** CONTRACTOR shall perform such other tasks as necessary and proper for the full
23 performance of the obligations assumed by CONTRACTOR hereunder.

24 **5. RESPONSIBILITIES OF ICTC**

25 **5.1.** ICTC will provide management oversight, establish priorities for service delivery,
26 perform on-going planning, programming and establish related policies for all activities
27 relative to the services, service areas, fares, schedules, days and hours of operations,
28 preparation of planning documents, budgets, grant applications and related

1 documentation, certification and eligibility and other such activities relative to overall
2 system administration and contract compliance monitoring. ICTC reserves the right to
3 modify any aspect of the service.

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

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

16 **5.4.** ICTC reserves the right to impose financial penalties for situations or items in this
17 Agreement that are violated. (See Exhibit "A-7" Scope of Work for the Table of
18 Liquidated Damages). Adjustments would be made at the time of monthly compensation.

19 **5.5.** An authorized agent of ICTC will handle administration, monitoring and determination
20 of compliance with the requirements of this Agreement. All aspects of daily operations
21 will be available to inspection/observation by an authorized representative of ICTC.

22 **6. SERVICE IMPLEMENTATION**

23 The service area designation, service days and hours, and service miles shall be those specified in
24 Exhibit "A" – "IVT RIDE Paratransit Services Scope of Work FY 2024-25 through FY 2030-31".

25 **7. REPRESENTATIONS BY CONTRACTOR.**

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

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

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

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

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

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

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

8. COMPENSATION

CONTRACTOR shall receive compensation monthly based upon the following formats:

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

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 RIDE Paratransit
10 Services Scope of Work FY 2024-2025 through FY 2030-31” shall be as follows:

11 **8.3.1.** BRAWLEY. Compensation for services provided for under Exhibit “1” – “Brawley
12 – Scope of Work and Service Implementation” shall be as follows:

13 **8.3.1.1.**For the period July 1, 2024 through June 30, 2025, the cost is identified as
14 \$371,811.23. The fare box is established at ten percent (10%); therefore
15 the annual not-to-exceed subsidy will be \$334,630.11.

16 **8.3.1.2.**For the period July 1, 2025 through June 30, 2026, the cost is identified as
17 \$379,615.80. The fare box is established at ten percent (10%); therefore
18 the annual not-to-exceed subsidy will be \$341,654.22.

19 **8.3.1.3.**For the period July 1, 2026 through June 30, 2027, the cost is identified as
20 \$398,503.08. The fare box is established at ten percent (10%); therefore
21 the annual not-to-exceed subsidy will be \$358,652.77.

22 **8.3.1.4.**For the period July 1, 2027 through June 30, 2028, the cost is identified as
23 \$416,221.63. The fare box is established at ten percent (10%); therefore
24 the annual not-to-exceed subsidy will be \$374,599.47.

25 **8.3.1.5.**For the period July 1, 2028 through June 30, 2029, the cost is identified as
26 \$435,167.77. The fare box is established at ten percent (10%); therefore
27 the annual not-to-exceed subsidy will be \$391,650.99.
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1 **8.3.1.6.**For the period July 1, 2029 through June 30, 2030, the base price is
2 identified as \$446,077.35. The fare box is established at ten percent
3 (10%); therefore the annual not-to-exceed subsidy shall be \$401,469.61.

4 **8.3.1.7.**For the period July 1, 2030 through June 30, 2031, the base price is
5 identified as \$466,033.22. The fare box is established at ten percent
6 (10%); therefore the annual not-to-exceed subsidy shall be \$419,829.90.

7 **8.3.1.8.**The fare box recovery ratio of 10% (or any other fare box ratio calculated
8 and ultimately required during the course of this Agreement) is subject to
9 the deduction of normal Transportation Development Act operating cost
10 exclusions.

11 **8.3.1.9.**In the event that the required fare box revenue is not achieved on an annual
12 basis, the CONTRACTOR may be allowed to request compensation from
13 the ICTC for reimbursement up to the agreed upon annual cost. The lack
14 of attainment for the annual fare box revenue must not be due to
15 circumstances affecting the quality of transit service within the
16 CONTRACTOR’s control, e.g. ICTC’s documentation of poor
17 maintenance affecting the reliability of service or passenger comfort on
18 vehicles, or inappropriate behavior by customer service staff or vehicle
19 drivers.

20 **8.3.2.** CALEXICO. Compensation for services provided for under Exhibit “2” – “Calexico
21 – Scope of Work and Service Implementation” shall be as follows:

22 **8.3.2.1.**For the period July 1, 2024 through June 30, 2025, the cost is identified as
23 \$692,498.45. The fare box is established at ten percent (10%); therefore
24 the annual not-to-exceed subsidy will be \$623,248.60.

25 **8.3.2.2.**For the period July 1, 2025 through June 30, 2026, the cost is identified as
26 \$707,034.42. The fare box is established at ten percent (10%); therefore
27 the annual not-to-exceed subsidy will be \$636,330.98.

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1 **8.3.2.3.**For the period July 1, 2026 through June 30, 2027, the cost is identified as
2 \$742,211.93. The fare box is established at ten percent (10%); therefore
3 the annual not-to-exceed subsidy will be \$667,990.74.

4 **8.3.2.4.**For the period July 1, 2027 through June 30, 2028, the cost is identified as
5 \$775,212.78. The fare box is established at ten percent (10%); therefore
6 the annual not-to-exceed subsidy will be \$697,691.50.

7 **8.3.2.5.**For the period July 1, 2028 through June 30, 2029, the cost is identified as
8 \$810,499.97. The fare box is established at ten percent (10%); therefore
9 the annual not-to-exceed subsidy will be \$729,449.97.

10 **8.3.2.6.**For the period July 1, 2029 through June 30, 2030, the cost is identified as
11 \$830,819.07. The fare box is established at ten percent (10%); therefore
12 the annual not-to-exceed subsidy will be \$747,737.16.

13 **8.3.2.7.**For the period July 1, 2030 through June 30, 2031, the cost is identified as
14 \$867,986.88. The fare box is established at ten percent (10%); therefore
15 the annual not-to-exceed subsidy will be \$781,188.00.

16 **8.3.2.8.**The fare box recovery ratio of 10% (or any other fare box ratio calculated
17 and ultimately required during the course of this Agreement) is subject to
18 the deduction of normal Transportation Development Act operating cost
19 exclusions.

20 **8.3.2.9.**In the event that the required fare box revenue is not achieved on an annual
21 basis, the CONTRACTOR may be allowed to request compensation from
22 the ICTC for reimbursement up to the agreed upon annual cost. The lack
23 of attainment for the annual fare box revenue must not be due to
24 circumstances affecting the quality of transit service within the
25 CONTRACTOR’s control, e.g. ICTC’s documentation of poor
26 maintenance affecting the reliability of service or passenger comfort on
27 vehicles, or inappropriate behavior by customer service staff or vehicle
28 drivers.

1 **8.3.3.** EL CENTRO – IMPERIAL – HEBER. Compensation for services provided for
2 under Exhibit “3” – “El Centro – Imperial – Heber – Scope of Work and Service
3 Implementation” shall be as follows:

4 **8.3.3.1.**For the period July 1, 2024 through June 30, 2025, the cost is identified as
5 \$1,380,349.22. The fare box is established at ten percent (10%); therefore
6 the annual not-to-exceed subsidy will be \$1,242,314.30.

7 **8.3.3.2.**For the period July 1, 2025 through June 30, 2026, the cost is identified as
8 \$1,409,323.61. The fare box is established at ten percent (10%);
9 therefore the annual not-to-exceed subsidy will be \$1,268,391.25.

10 **8.3.3.3.**For the period July 1, 2026 through June 30, 2027, the cost is identified as
11 \$1,479,442.62. The fare box is established at ten percent (10%);
12 therefore the annual not-to-exceed subsidy will be \$1,331,498.36.

13 **8.3.3.4.**For the period July 1, 2027 through June 30, 2028, the cost is identified as
14 \$1,545,222.83. The fare box is established at ten percent (10%);
15 therefore the annual not-to-exceed subsidy will be \$1,390,700.55.

16 **8.3.3.5.**For the period July 1, 2028 through June 30, 2029, the cost is identified as
17 \$1,615,560.35. The fare box is established at ten percent (10%);
18 therefore the annual not-to-exceed subsidy will be \$1,454,004.32.

19 **8.3.3.6.**For the period July 1, 2029 through June 30, 2030, the cost is identified as
20 \$1,656,062.19. The fare box is established at ten percent (10%);
21 therefore the annual not-to-exceed subsidy will be \$1,490,455.97.

22 **8.3.3.7.**For the period July 1, 2030 through June 30, 2031, the cost is identified as
23 \$1,730,148.38. The fare box is established at ten percent (10%);
24 therefore the annual not-to-exceed subsidy will be \$1,557,133.54.

25 **8.3.3.8.**The fare box recovery ratio of 10% (or any other fare box ratio calculated
26 and ultimately required during the course of this Agreement) is subject to
27 the deduction of normal Transportation Development Act operating cost
28 exclusions.

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

8.3.4. WEST SHORES COMMUNITY. Compensation for services provided for under Exhibit “4” – “West Shores Community – Scope of Work and Service Implementation” shall be as follows:

8.3.4.1.For the period July 1, 2024 through June 30, 2025, the cost is identified as \$72,503.20. The fare box is established at five percent (5%); therefore the annual not-to-exceed subsidy will be \$69,878.04.

8.3.4.2.For the period July 1, 2025 through June 30, 2026, the cost is identified as \$74,025.05. The fare box is established at five percent (5%); therefore the annual not-to-exceed subsidy will be \$70,323.80.

8.3.4.3.For the period July 1, 2026 through June 30, 2027, the cost is identified as \$77,708.11. The fare box is established at five percent (5%); therefore the annual not-to-exceed subsidy will be \$73,822.70.

8.3.4.4.For the period July 1, 2027 through June 30, 2028, the cost is identified as \$81,163.22. The fare box is established at five percent (5%); therefore the annual not-to-exceed subsidy will be \$77,105.06.

8.3.4.5.For the period July 1, 2028 through June 30, 2029, the cost is identified as \$84,857.70. The fare box is established at five percent (5%); therefore the annual not-to-exceed subsidy will be \$80,614.82.

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8.3.4.6.For the period July 1, 2029 through June 30, 2030, the cost is identified as \$86,985.08. The fare box is established at five percent (5%); therefore the annual not-to-exceed subsidy will be \$82,635.83.

8.3.4.7.For the period July 1, 2030 through June 30, 2031, the cost is identified as \$90,876.49. The fare box is established at five percent (5%); therefore the annual not-to-exceed subsidy will be \$86,332.67.

8.3.4.8.The fare box recovery ratio of 10% (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.

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

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

8.4.1. The fuel escalator shall be calculated as follows: the full amount that fuel costs exceed the vehicle fuel budget line item shall be adjusted downward by any 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 **8.4.2.** 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 **8.4.3.** 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.

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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 RIDE Paratransit Services Scope of Work FY 2024-2025 through FY 2030-
13 31”.

14 **11. MARKETING**

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

25 11.2 Preparation. CONTRACTOR shall be responsible for the preparation and printing of all
26 necessary passes, tickets and transfers to be used in the paratransit service.
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11.3 Distribution. CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of this Agreement and any directions supplemental thereto provided by ICTC.

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

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

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

12. CUSTOMER SERVICE

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

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

12.3 Exclusivity of Phone Services. CONTRACTOR’s customer service telephone numbers shall be used solely for the purpose of providing customer information, serving trip

1 requests and those activities required under the Scope of Work, and shall not be used by
2 CONTRACTOR for any other purpose or business. These telephones shall be answered
3 as specified by ICTC.

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

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

14 **13. COORDINATION**

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

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

27 **14. MANAGEMENT**

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1 **14.1** General Manager/Operations Manager. ICTC shall participate in the selection and
2 approval of the person serving as General Manager/Operations Manager. In the event
3 that the General Manager must be replaced, ICTC will participate in the selection and
4 approval of the replacement.

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

16 **14.3** Priority of Service. The General Manager/Operations Manager shall be employed and
17 available on a full-time basis.

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

23 **14.5** Operational Efficiency. CONTRACTOR shall seek out and implement methods of
24 improving system operations, service and cost-effectiveness along with improvements to
25 correct deficiencies and substandard performance. After approval by ICTC, results will
26 be reported to ICTC via the monthly management summary (“MSS”) report, activity
27 report or direct memorandum, along with a summary of any corrective actions that have
28

1 been taken. CONTRACTOR shall review and comment on plans, equipment purchases,
2 operative changes and related proposals of ICTC.

3 **15. GENERAL REPORTS AND RECORDKEEPING**

4 **15.1** CONTRACTOR shall collect data on the operation of the paratransit service system and
5 supply the data to ICTC on a monthly basis, or as may otherwise be directed below. All
6 such information supplied by CONTRACTOR shall be certified as accurate.

7 **15.2** Management Information System. CONTRACTOR's Management Information System
8 shall utilize Word, Excel, Power Point, Access, Adobe Acrobat and Outlook and provide
9 an adequate methodology to gather, store, retain, calculate, compute, cross-reference and
10 display in textual, tabular and graphic form all operating, performance and financial data
11 associated with this Agreement. In addition, e-mail capability is required to communicate
12 with ICTC. ICTC uses Windows and Microsoft products.

13 **15.3** Monthly Reports. CONTRACTOR will report the information on a monthly basis in the
14 format as described in the Appendix E to "IVT RIDE 2024" Request for Proposal dated
15 _____ 2024 - Reporting.

16 **15.4** Annual Reports. CONTRACTOR will report the information on an annual basis in the
17 format as described in the Appendix E to "IVT RIDE 2024" Request for Proposal dated
18 _____ 2024 - Reporting.

19 **15.5** Miscellaneous Reports. In addition to the monthly and annual reporting,
20 CONTRACTOR shall supply any and all reports necessary to comply with requirements
21 of ICTC and other local, State or Federal authorities. These reports shall include but not
22 be limited to all required California Air Resource Board Urban or Medium Bus Operators
23 Emission Requirements, California Transportation Development Act and FTA and
24 National Transit Database reporting requirements.

25 **15.6** Accident Reporting. CONTRACTOR shall provide ICTC with immediate telephone
26 notification of accidents. CONTRACTOR shall forward written copies of accident
27 reports within one (1) business day for injury accidents and three (3) business days for
28 non-injury accidents. CONTRACTOR shall also forward all California Highway Patrol

1 (“CHP”) Safety Compliance Reports within two (2) business days after CHP submission
2 to CONTRACTOR.

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

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

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

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

1 **15.11** Maintenance Records. CONTRACTOR shall keep and maintain all work orders,
2 warranty dockets and maintenance records on vehicles and equipment, separated by
3 vehicle, until this Agreement is terminated. CONTRACTOR shall release all such
4 documents to ICTC upon request or upon termination of this Agreement.

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

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

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

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

22 **16.3 VEHICLE MAINTENANCE**

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

- 28 • Preventative Maintenance
- Mechanical Maintenance

- 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.

1 **16.3.1 MAINTENANCE PERSONNEL**

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

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

13 **16.3.2 MAINTENANCE PERSONNEL SKILLS**

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

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

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

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

25 **16.3.3 PREVENTIVE MAINTENANCE**

26 CONTRACTOR shall adopt and maintain a formalized preventative maintenance
27 program for all vehicles in conformance with manufacturers’ preventative
28 maintenance schedules, state law, industry standard practices, and other detailed

1 maintenance required by ICTC. Preventative Maintenance Inspection (PMI)
2 Checklists will be based on PMI intervals, as well as the minimum requirements
3 for each interval (based on manufacturers recommended schedules). Any PMI
4 procedures that go above and beyond these minimum requirements are entirely
5 up to CONTRACTOR, but the minimum requirements must be met within +/-
6 500 miles of the specified interval.

7 PMI intervals shall be at the following inspection mileages:

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

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

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

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

28 If CONTRACTOR wishes to revise some of these requirements during the course
of the service agreement (because of new information, or techniques that have

1 been approved by the manufacturer), it may present a revised plan, with
2 supporting documentation, to ICTC for review. ICTC decisions regarding revised
3 PMI procedures shall be final.

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

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

9
10 **16.3.4 MECHANICAL MAINTENANCE PROGRAM**

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

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

28

1 All parts, materials, tires, lubricants, fluids, oils and procedures used by
2 CONTRACTOR on all ICTC-owned vehicles, vehicles and equipment shall meet,
3 or exceed Original Equipment Manufacturer (OEM) specifications and
4 requirements. All parts installed by CONTRACTOR on ICTC-owned buses shall
5 become property of ICTC.

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

7 **16.3.4.1** All wheelchair lifts, ramps, and other accessibility-related
8 equipment shall be inspected, serviced and lubricated at intervals
9 necessary to insure that all accessibility features are fully
10 operational whenever the vehicle is used in revenue service.

11 **16.3.4.2** Fareboxes, radios, destination signs, public address systems,
12 request-to-stop systems, and passenger doors shall be inspected,
13 serviced and lubricated at intervals necessary to ensure that this
14 equipment is fully operational as designed whenever the vehicle is
15 used in revenue service.

16 **16.3.4.3** At scheduled oil change intervals, a laboratory engine and
17 transmission oil analysis shall be performed on every ICTC-
18 provided bus engine or transmission. The analysis program used
19 by CONTRACTOR shall be subject to approval by ICTC.

20 **16.3.4.4** Brake inspections and adjustments shall be performed at intervals
21 that insure the safe and efficient operation of the braking system.
22 Brakes must be fully inspected, at a minimum, of 3,000 miles at
23 the "A" inspection.

24 **16.3.4.5** All components of the bus bodies, appurtenances, and frames shall
25 be maintained in a safe, sound and undamaged condition at all
26 times. Damage (including body damage and all bus appurtenances)
27 shall be repaired in a professional manner within three weeks (21
28 calendar days) of occurrences. In the event that the repairs cannot

1 be made within three weeks due to the severity of damage, and/or
2 backorder of parts not typically in CONTRACTOR's inventory,
3 CONTRACTOR shall work with ICTC to establish a reasonable
4 schedule for completion.

5 **16.4** All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a
6 safe and fully functional (as designed) condition at all times.

7 **16.5** The interior passenger compartment shall be free of exhaust fumes from the engine,
8 engine compartment, and exhaust system of the bus at all times.

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

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

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

21 **16.9** ICTC may remove a vehicle from revenue service if ICTC determines that maintenance
22 on any vehicle is not in conformity with the Agreement.

23 **16.10** CONTRACTOR, as an agent for ICTC in the case of warranted equipment, will be
24 responsible for ensuring that the vehicle manufacturers and all component manufacturers
25 perform or reimburse CONTRACTOR for all parts and labor, which are covered under
26 warranty. CONTRACTOR shall diligently follow the preventative maintenance program
27 so any warranty coverage on ICTC-owned or provided equipment is not lessened or
28 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.

28

1 **16.16.1**Tires shall always be matched (by manufacturer, size, and tread pattern) on each
 2 axle. CONTRACTOR shall follow manufacturer’s recommended guidelines for
 3 wheel maintenance and cleaning. CONTRACTOR shall clean all wheels weekly
 4 and re-paint steel wheels as necessary.

5 **16.16.2**Broken or cracked glass or window liners shall be replaced immediately upon
 6 discovery. No buses shall enter into revenue service with broken or cracked glass
 7 at any time. Scratched or etched glass or window liners shall be replaced weekly,
 8 unless significant damage or offensive in nature, which shall require immediate
 9 replacement.

10 **16.16.3**Bus Brake Replacement

11 **16.16.3.1** Both brakes on an axle will be replaced at the same time.

12 **16.16.3.2** Wheel seals will be replaced with every brake job, and bearings
 13 will be checked.

14 **16.16.4**Other

15 **16.16.4.1** Cradle motor mounts shall be replaced in pairs.

16 **16.16.4.2** Radiators shall be re-cored or replaced at the time of engine
 17 replacement.

18 **16.16.4.3** Bus maintenance and storage facilities shall be free of freestanding
 19 water. All oil, grease, fluids, dirt, trash, rags, boxes,
 20 etc. shall be removed from bus maintenance and storage facilities
 21 daily. ICTC may inspect shop condition on a regular basis.

22 **16.17** BUS MAINTENANCE RECORD KEEPING

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

- 25 Year and Make
- 26 Model
- 27 Serial number/ICTC fleet number
- 28 License number

- 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 paratransit 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

1 **17.5** The facilities are expected to serve the walk-in passenger, collect fare payment, and
2 provide a centralized site for operations and a distribution point for the sale of passes and
3 brochures.

4 **18. VEHICLES**

5 **18.1** ICTC shall supply all revenue vehicles for the services. CONTRACTOR shall supply all
6 non-revenue service hour vehicles. See Vehicles for Exhibit “A” – “IVT RIDE Paratransit
7 Services Scope of Work FY 2024-2025 through FY 2030-2031”. CONTRACTOR must
8 examine the service history and schedule to determine minimum size of vehicles and
9 spares required for efficient service operation.

10 **18.2** CONTRACTOR shall maintain adequate air-conditioning and passenger comfort on-
11 board at all times.

12 **18.3** ICTC may inspect vehicles on- or off-route and pull a vehicle out of service at any time
13 due to perceived or reported safety violations, lack of air conditioning, lack of functional
14 wheel chair lift or other condition that impacts the health and welfare of
15 passengers.

16 **19. PERSONNEL**

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

27 **19.2** CONTRACTOR will recruit, screen, hire, discipline and train personnel as necessary,
28 conduct monthly safety and other related employee meetings as necessary and perform

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

6 **20.5** Drivers will be trained by a trainer or trainers who are certified by the National Safety
7 Council (or other approved agency) to instruct the defensive driving course and are
8 certified by either the American Heart Association or Red Cross (or another approved
9 agency) to instruct the drivers in first aid and CPR. CONTRACTOR shall certify their
10 trainer in customer service, sensitivity training, emergency and accident procedures and
11 wheelchair loading and securement procedures, or as may otherwise be required by local,
12 State or Federal law or regulations.

13 **20.6** CONTRACTOR shall require all drivers to attend a monthly safety meeting that shall be
14 a minimum of one (1) hour in duration. CONTRACTOR shall implement a planned
15 program of safety retraining to be conducted at the safety meetings. ICTC and its
16 representatives shall be allowed to attend said safety meetings.

17 **21. LICENSES**

18 **21.1** CONTRACTOR shall provide and maintain licenses for its radio system.

19 **21.2** CONTRACTOR shall be responsible for any locally required business or other licenses,
20 including FCC and Public Utilities Commission certificates as required and necessary.
21 CONTRACTOR shall also be solely responsible for any parking and traffic violations of
22 vehicles operated in connection with ICTC's paratransit program.

23 **22. UNIFORMS**

24 CONTRACTOR shall provide and maintain clean, color-coordinated and identical uniforms to
25 be approved by ICTC for all CONTRACTOR employees. CONTRACTOR shall enforce a dress
26 and appearance code. At a minimum, dress requirements shall include: shirts, slacks or shorts.
27 Headgear is optional but if worn will be a design of a baseball-type hats. Jackets will be uniform
28 for use in cold or rainy weather. All shirts and jackets will have sewn name badges and

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 paratransit
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:

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

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

(iii) AUTOMOBILE PHYSICAL DAMAGE insurance to include collision, comprehensive and theft coverage for all ICTC vehicles operated, maintained, used and/or stored by CONTRACTOR under this Agreement. This insurance shall include replacement cost coverage for all ICTC vehicles operated, maintained, used and/or stored by CONTRACTOR under this Agreement.

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

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

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

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

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

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

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

24.6 The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name ICTC, its members, board members, officers, employees and agents as an additional insured. Such policy(ies) of insurance shall be endorsed so CONTRACTOR’s insurance shall be primary and no contribution shall be required of

1 ICTC. The coverage shall contain no special limitations on the scope of protection
2 afforded to ICTC, its board members, officers, employees, and agents. Garagekeepers
3 Liability insurance shall be written on a direct primary coverage form and include
4 comprehensive and collision coverage. The Workers' Compensation insurance policy
5 shall contain a waiver of subrogation as to ICTC, its board members, officers, employees
6 and agents.

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

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

24 **24.9** The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or
25 diminish the liability of CONTRACTOR, including, without limitation, liability under
26 the indemnity provisions of this Agreement. The duty to indemnify ICTC shall apply to
27 all claims and liability regardless of whether any insurance policies are applicable. The
28 policy limits do not act as a limitation upon the amount of indemnification to be provided

1 by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall
2 in no way relieve from liability nor limit the liability of CONTRACTOR, its principals,
3 officers, employees, agents, persons under the supervision of CONTRACTOR, vendors,
4 suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed
5 directly or indirectly by any of them.

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

12 **25. TERMINATION**

13 **25.1 Termination Provisions:** Termination clauses are located in Attachment A and in accordance
14 with Section 30 of this Agreement.

15 **26. FUTURE CONTRACTUAL SERVICE ADJUSTMENTS.**

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

1 **27. EMPLOYEE WORK RULES**

2 CONTRACTOR shall enforce the following employee rules:

3 **27.1** Uniforms must be worn at all times when on duty and shall be clean and presentable at
4 all times. Uniform designs, colors and ID tags are subject to ICTC approval.

5 **27.2** Gratuities shall not be accepted.

6 **27.3** Drivers shall have a thorough knowledge of ICTC transit services and service areas.
7 Drivers shall also have a basic knowledge of potential transfer locations for all ICTC
8 transit services.

9 **27.4 General Rules**

10 **27.4.1** No one will be permitted to smoke, eat or drink aboard vehicles at any time. This
11 includes passengers and staff.

12 **27.4.2** Boisterous language, profanity or incivility to anyone shall not be allowed while
13 CONTRACTOR’s personnel is in uniform and representing CONTRACTOR and
14 ICTC, whether on- or off-duty.

15 **27.4.3** While in uniform, no CONTRACTOR employee shall purchase, consume or be
16 under the influence of any narcotic, intoxicant, or harmful drug.

17 **27.4.4** Drivers shall be responsible for keeping all vehicles clean and sanitary during
18 their shift.

19 **27.4.5** All CONTRACTOR employees are responsible for reporting any defects noted in
20 any vehicle to the supervisor and maintenance department immediately. Drivers
21 shall conduct a “walk-around” and an in-vehicle inspection of their vehicle and
22 fill out a form approved by ICTC for denoting the results of such inspection(s)
23 daily. Vehicle inspection documentation shall be reviewed by management staff
24 on a daily basis and corrective items noted should be addressed as quickly as
25 possible. Drivers shall have maintenance or management personnel resolve any
26 doubt about the safety of a vehicle prior to placing a vehicle in passenger service.

27 **27.4.6** Employees may use vehicles only in accordance with their assigned duties.
28

1 **27.4.7** Employees must conduct themselves and operate vehicles in a safe and courteous
2 manner at all times.

3 **27.4.8** No one shall be permitted to solicit on the vehicle.

4 **27.4.9** No item longer than five (5) feet will be permitted on the vehicle.

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

9 **27.4.11** Persons under the influence of any intoxicant, narcotic, or harmful drug shall not
10 be permitted on the vehicle.

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

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

19 **27.4.14** No vehicle shall be operated when its condition is unsafe or uncertain.

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

25 **28. ICTC POLICIES AND STANDARDS**

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

1 **29. CONFLICT OF INTEREST**

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

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

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

9 **31. INDEMNIFICATION**

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

22 **31.1**If CONTRACTOR should subcontract all or any portion of the work to be performed under
23 this Agreement, CONTRACTOR shall require each subcontractor to indemnify, hold
24 harmless and defend ICTC and each of its board members, officers, employees, agents and
25 volunteers in accordance with the terms of the preceding paragraph.

26 **31.2**This section shall survive termination or expiration of this Agreement.

27 **32. INDEPENDENT CONTRACTOR**

28

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

3 **33. ASSIGNMENT**

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

6 **34. CONTRACTUAL DISPUTE RESOLUTION**

7 **34.1** Disputes arising in the performance of this Agreement which are not resolved by
8 agreement of the parties shall be decided in writing by the ICTC Board. Each party shall
9 have the right to submit any unresolved dispute to mediation. If the parties cannot agree
10 on a mediator, then each party shall select its own mediator and those mediators will
11 jointly select a third mediator to mediate the dispute. If mediation is not successful, the
12 parties may pursue their remedies as they choose.

13 **34.2** Unless otherwise directed by ICTC, CONTRACTOR shall continue performance under
14 this Agreement while matters in dispute are being resolved.

15 **34.3** The duties and obligations imposed by this Agreement and the rights and remedies
16 available hereunder shall be in addition to and not a limitation of any duties, obligations,
17 rights and remedies otherwise imposed or available by law. No action or failure to act by
18 either party shall constitute a waiver of any right or duty afforded any of them under this
19 Agreement, nor shall any such action or failure to act constitute an approval of or
20 acquiescence in any breach hereunder, except as may be specifically agreed in writing.

21 **35. NOTICES AND REPORTS**

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

24 ICTC
25 Imperial County Transportation Commission
26 Attention: David Aguirre
27 Executive Director
28 1503 N Imperial Ave., Suite 104
 El Centro, CA 92243

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

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**

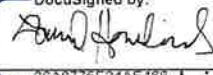
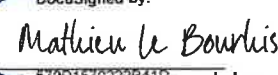
20 CONTRACTOR acknowledges and understands that this Agreement is subject to the requirements
21 of Title 49, Code of Federal Regulations, Part 26, entitled "Participation by Disadvantaged Business
22 Enterprises in Department of Transportation Financial Assistance Programs." CONTRACTOR shall
23 reference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

24
25 **IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first
26 above written.

**IMPERIAL COUNTY
TRANSPORTATION COMMISSION:**

CONTRACTOR:

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4 By: 
5 Chairperson

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

7 ATTEST:

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9 
10 CRISTI LERMA
Secretary to ICTC

12 APPROVED AS TO FORM:

13 ERIC HAVENS
County Counsel

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15 By: 
16 Deputy County Counsel