

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH MV PUBLIC TRANSPORTATION, INC.
(RFP NO. 18-006SB – CONTRACTED FIXED ROUTE / CORONA DIAL-A-RIDE
(PARATRANSIT) TRANSPORTATION SERVICES)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of July 2018 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and MV Public Transportation, Inc., a California Corporation with its principal place of business at 2711 N. Haskell Ave., Suite 1500, LB-2, Dallas, TX 75204 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **FIXED ROUTE / DIAL-A-RIDE (PARATRANSIT) TRANSPORTATION** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **RFP NO. 18-006SB – CONTRACTED FIXED ROUTE / CORONA DIAL-A-RIDE (PARATRANSIT) TRANSPORTATION SERVICES** project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **FIXED ROUTE / DIAL-A-RIDE (PARATRANSIT) TRANSPORTATION SERVICES** maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 18, 2018 to June 30, 2021 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Nelson Nelson, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates George Lee, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of

Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Disadvantaged Business Enterprise (DBE) program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more-broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of

the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Auto Physical Damage coverage for City vehicles in Contractor's care, custody and control.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$10,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be in the amount of \$10,000,000; (2) *Automobile Liability*: \$10,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease and (4) Auto Physical Damage coverage to cover the Actual Cash Value cost of City vehicles while in the Contractor's care, custody and control.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Nine Million Nine Hundred Eighty-Four Thousand and Eighty Four Dollars (\$9,984,084.) ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through

the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and its subcontractors shall comply with the higher of the state or federal prevailing wage rates, and the “Prevailing Wage Laws” shall be deemed to include such federal wages laws. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least sixty

(60) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor:

City of Corona
400 South Vicentia Avenue, Suite 210
Corona, CA 92882
Attn: Transportation, Public Works

City:

MV Public Transportation, Inc.
2711 N. Haskell Avenue
Suite 1500, LB-2
Dallas, TX 75204
Attn: Ted Navitskas

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of

the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, official's officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility

system.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other

Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.18 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT 2 PAGES]

CITY’S SIGNATURE PAGE FOR

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH MV PUBLIC TRANSPORTATION, INC.
(RFP NO. 18-006SB – CONTRACTED FIXED ROUTE / CORONA DIAL-A-RIDE
(PARATRANSIT) TRANSPORTATION SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: _____
Nelson D. Nelson, P.E.
Public Works Director

Attest: _____
Sylvia Edwards
City Clerk

Reviewed By:

Reviewed By:

Sudesh Paul
Transportation Planning Supervisor

Cita Longworth
Purchasing Manager

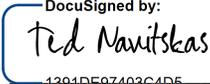
Approved as to Form:

Dean Derleth
City Attorney

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH MV PUBLIC TRANSPORTATION, INC.
(RFP NO. 18-006SB – CONTRACTED FIXED ROUTE / CORONA DIAL-A-RIDE
(PARATRANSIT) TRANSPORTATION SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

MV PUBLIC TRANSPORTATION, INC.
a California Corporation

By: 
1394DE97403C4D6...
Signature

Ted Navitskas

Name (Print)

General Counsel,
Executive Vice President

Title (CEO, President, VP)

By: 
F7EB266B6DF14B2...
Signature

Gary Richardson

Name (Print)

Interim CFO

Title (Secretary, CFO, Treasurer)

EXHIBIT "A" **SCOPE OF SERVICES**

The Contractor shall manage and operate the demand-responsive and fixed route transit services as a turnkey operation to the general public of the City of Corona and surrounding areas.

To support the provision of these services, the City will provide a mixed fleet of twenty (20) vehicles (including spares and current vehicle count as of December 2017), equipped with fare collection boxes and mobile data terminals (MDT's.). City staff will administer this contract, receive and generally provide oversight of customer complaints, prepare and produce any informational materials. City will provide eligibility evaluations for seniors and persons with disabilities and the Riverside Transit Agency will provide service for the certification of applicants for ADA eligibility. The City will also provide the paratransit scheduling servers and software.

The Contractor shall provide for all other requirements for the operation of Americans With Disabilities Act (ADA) and Dial-A-Ride (DAR) and Fixed-Route Services, including but not limited to: management, personnel, reservations and scheduling, dispatching, operations, insurance, record keeping and reporting, computer hardware and administrative software (including all software and hardware support), telecommunications equipment and system, and vehicles for driver relief and road supervision. The Contractor shall be responsible for complete maintenance and upkeep of all revenue vehicles assigned to this contract, including all on-board peripheral equipment such as fareboxes, mobile data terminals, two-way radios, etc.

The Scope of these services shall include:

I. SERVICE DESCRIPTION - CORONA DIAL-A-RIDE

Existing ADA/Dial-A-Ride (DAR) Services

ADA/DAR service is an origin-to-destination reservation based transportation service giving priority service to individuals who are certified under the ADA. This service is currently operated from a City facility located at 735 Public Safety Way, Corona, CA 92880.

The DAR service is composed of ADA and Senior/Disabled service. The ADA service is strictly for persons certified under the ADA. The Senior or Disabled services are for anyone carrying a City-issued Disabled or Senior ID card. The Service operates within Corona, Coronita, El Cerrito, Home Gardens, and Norco, Satellite Points of Department of Social Services, Norco College, Department of Motor Vehicles, Brunswick Classic Lanes, and Target and for ADA three-fourth mile on each side of the fixed route system.

In accordance with ADA and Title VI regulations, the City has a policy of zero (0) trip denial for any ADA eligible passenger request. For all DAR services, reservation priority is given to ADA certified passengers. Contractor's staff will be required to have knowledge of and to comply with all federal ADA and Title VI regulations. **Please be advised that ADA/DAR service areas are subject to change in service area and criteria.**

FY 2017 Corona Dial-A-Ride revenue service hours totaled 16,732; FY 2018 revenue service

hours are projected for Dial-A-Ride at 14,395.61.

FY 2017 DAR Service Vehicle Hours/Miles Actuals:

Service	Passengers	Revenue Hours	Deadhead Hours	Total Hours	Revenue Miles	Deadhead Miles	Total Miles
Dial-A-Ride	65,580	16,732	2,330	19,062	220,310	32,285	252,595

Actual service levels may be adjusted either up or down by the City. Contractor should anticipate an approximate 5% per year increase for each year of the contract. **The City makes no guarantees of service levels required under this contract** ADA Complementary services shall be provided in comparable levels based upon the City's fixed route service levels which are adjusted as needed.

The number of vehicles, including spares that the City will provide for the Corona Dial-A-Ride (paratransit) Service is thirteen (13) (as planned on January 2018) twenty-five (25) foot cutaway vehicles, each with twenty (20) seats and room for two (2) wheelchairs, the vehicles are equipped a wheelchair lift and a two (2) position bicycle rack.

A comprehensive service area map encompassing the service described above can be found as Attachment 1 to this Exhibit; service parameters are set forth in Attachment 2 to this Exhibit (Corona Dial-A-Ride Brochure), and a list of vehicle assignments in Attachment 5.

ADA/DAR services operate six days a week. The service times are (*approximations*) Monday through Friday from at 6:30 a.m. to 7:09 p.m. On Saturdays, the service begins at 8:52 a.m. and continues until 5:09 p.m. There are no Dial-A-Ride services on Sunday, Independence Day, Labor Day, Memorial Day, New Year's Day, Thanksgiving Day, and Christmas Day. However, a method for handling reservations on these days shall be provided by the Contractor. Additional service policies relating to the provision of ADA/DAR services are included as Attachment 2 – Corona Dial-A-Ride Brochure to this Exhibit A.

II. SERVICE DESCRIPTION FIXED ROUTE

Existing Fixed-Route Service (Corona Cruiser)

For the service area, development and distribution of service schedules, routes and public timetables are the responsibility of the City. The City shall provide the Contractor with schedules and headways for each route, showing all trips, time points, stops, layovers, total scheduled revenue miles and hours. Existing route information is included as an Attachment 3 included in this RFP. **The City's service is revised on as needed basis throughout the year, ad hoc schedule changes may occur throughout the year; these revisions implement timing and alignment issues and the resulting changes may or may not impact the Contractor's authorized number of revenue hours. Any changes to the levels in the Contractor's authorized number of revenue hours will be formalized in a contract amendment.**

Within the revenue hours authorized by the Agreement, the City shall specify a schedule of service

levels for the routes to be used by Contractor as the basis for developing driver shifts. The City shall endeavor to develop routing and schedules that maximize vehicle and employee utilization whenever possible; the Contractor shall finalize all run cutting and be responsible for appropriate staffing and vehicle deployment to ensure no missed services.

The City will provide schedules derived from AVL software to the Contractor. Contractor will have the opportunity to review the schedule and suggest changes for City review and consideration. This will be a collaborative approach to the scheduling process in order to gain greater operational efficiencies.

City and Contractor shall jointly revise and refine the service levels based on actual service demand to maximize service efficiency within the parameters specified by City policies.

FY2017 fixed-route (Blue and Red Line) revenue service hours totaled fourteen thousand six hundred and nineteen (14,619) hours; FY18 revenue service hours are projected for fixed route at fourteen thousand six hundred and eighty (14,680) hours.

FY 2017 Corona Cruiser Service Vehicle Hours/Miles Actuals:

Route	Passengers	Revenue Hours	Deadhead Hours	Total Hours	Revenue Miles	Deadhead Miles	Total Miles
Blue Line	67,473	7,183.26	336.04	7,519.30	81,000	5,088	86,088
Red line	64,996	7,436.10	393.49	7,829.59	91,070	9,743	100,813

Annual Service Levels

The above 2017 annual service level tables are provided for historic and informational purposes only. While FY2019 – FY2023 projections are expected to remain level at this time, however, are subject to and expected to change. The current Corona Cruiser schedule is in need of an update which could increase the revenue service hours by 15-20%. These options are at the sole discretion of the City as unilateral options, and do not require contractor concurrence.

The number of vehicles, including spares that the City will provide for the Corona Cruiser (fixed-route) Service is seven (7) (as of December 2017) thirty-two (32) feet low-floor vehicles, each with twenty-nine (29) seats and room for two (2) wheelchairs, the vehicles are equipped with two (2) wheelchair ramps and a three (3) position bicycle rack.

III. PEAK VEHICLES/SPARE RATIO

City will provide a mixed fleet of twenty (20) vehicles. The fleet size may change if there are additional or reduced service requirements. Currently, City has the below combination of branded vehicles. There is a blended peak of thirteen (13) vehicles resulting in a spare ratio of 35%.

December 2017 – Current Mix

Type	Peak	Inventory	Spares	%
Fixed Route	6	7	1	14.3%
Paratransit	9	13	3	31%
Blended Peak	13	20	6	35%

Below is the current list of City vehicles:

Equipme	Manufactu	Manufacturer/Model No.	Equipment Use	Fuel	Tank
CC	2015	EIDorado National. EZ Rider II	Fixed Route	CNG	99 GGE
DAR	2012*	EIDorado AEROTECH 240	Paratransit/Fixed	CNG	39 GGE
DAR	2012*	EIDorado AEROTECH 240	Paratransit/Fixed	Gasoline	55 gal.

*2012 vehicles are being replaced with 2017 Glaval Universal, CNG vehicles which are expected to be placed in service March 2018. Two (2) of the best 2012 vehicles will be kept while others will be surplus.

IV. FARES

City will determine and set fares. The Contractor shall collect all correct fares from passengers and shall retain all cash revenue (to be deducted from Contractor's monthly billings). Contractor shall make daily deposits of the cash fares and shall report all revenue to City (including pre-paid media). Contractor's operators shall not make change and shall only accept the proper fare or tickets. Contractor shall implement a fare reconciliation system to ensure the integrity of its fare collection system. Retained fares shall remain in dual custody at all times by the Contractor. The City audits retained revenues by identifying projected revenues versus actual revenues collected. Projected revenues will be based on actual boardings. Any projected revenues unaccounted for by the Contractor are the responsibility of the contractor, and shall be deducted from the Contractor's payment. The City reserves the right to conduct an audit of Contractor's fare control and reconciliation within the Contractor's normal hours of operation.

For DAR, in the event Contractor's operator arrives outside the thirty (30) minute window of a scheduled pick-up or negotiated No Later Than (NLT) arrival (see Task 5 – Performance Standards), the customer shall not be charged for this trip and the operator shall note this as a Courtesy Ride on his manifest for this trip. Contractor shall be required, as a part of its fare reconciliation process, to track and monitor these fare type/trips and shall be responsible for reimbursement to City for this fare in lieu of passenger payment.

All City's DAR and Fixed Route vehicles are equipped with fareboxes that contain vaults. Contractor shall ensure that all vaults are accounted for at all times by maintaining a vault log for each vehicle. Fare vaults shall be removed from the vehicles at the conclusion of each service day and shall be stored in a secured vault/safe. The Contractor is responsible for the fare vault

contents and its security, and shall replace the contents and the vault (s) if damaged or lost. Fare collected shall be kept in dual custody from the time it is removed from the bus until it is deposited in the bank. Keys to any vaults or cash boxes shall be kept in a secure safe that is only accessible by appropriate Contractor management personnel. Contractor personnel shall conduct an unscheduled audit and count of the vaults at least twice annually; said audit to be certified by Contractor’s project management and shall be submitted to the City within five business days after completion of the audit.

The money-counting area shall have controlled access, including a sign in/out sheet for each time someone enters or exits the area, and will be segregated from all personnel not related to this task. Video shall be stored for a minimum of one week, and shall be made available to City personnel upon request during normal hours of operation.

Contractor shall be responsible for installing and maintaining video surveillance system in the money counting area; Contractor shall coordinate the installation of the system with appropriate transit and Information Technology City staff. Video surveillance system shall be robust video surveillance system as to ensure that all movement of fares/fareboxes is recorded. Surveillance system shall have sufficient coverage, ensuring that all paths of travel used to move monies are recorded, including the vaulting process and coin room (where money is counted.)

City staff shall perform random and unannounced compliance reviews of the aforementioned processes related to fare security. See Attachment 9, Fare Reconciliation Form, for an example of the form that may be used by the City to review such processes.

V. LEVELS OF SERVICE & CONTRACT TERMS

Term of the Contract

ADA/DAR, Fixed-Route and Call Center Services shall be initiated under this Agreement on July 1, 2018 and shall run through June 30, 2021, unless otherwise terminated pursuant to terms of the Agreement between the City and the Contractor. Following the initial term’s expiration on June 30, 2021, the City shall have the option of exercising two one-year option years as follows:

- Option 1: July 1, 2021 to June 30, 2022
- Option 2: July 1, 2022 to June 30, 2023

These options are at the sole discretion of the City as unilateral options, and do not require contractor concurrence.

Call Center – Service Hours

Contractor shall have telephone lines (including TTY) staffed by qualified reservationists during the following days/times:

- 6:30 a.m. – 7:09 p.m. Monday – Friday
- 8:52 a.m. – 5:09 p.m. Saturday

A before/after-hours line must be staffed from 5 a.m. to 7 a.m. and in the evenings through 9 p.m. for cancellations or inquiries about service for that day. This task is typically handled by the Contractor’s dispatch team. The above hours are subject to change based on updates to the Corona Cruiser schedule.

Annual Service Levels

The following annual service levels are projected for ADA/DAR services during the term of this contract and are to be used by all proposers for purposes of pricing. The following estimated information represents the City’s best estimate at this time and do not constitute any guarantee of vehicle service hours. This information is based upon historical data from the City’s existing service and from forecast projections considering a Corona Dial-A-Ride Service Change that became effective January 2, 2018. **Vehicle Revenue Hours presumes passengers per hour PPH) productivity of 4.1; hours may vary depending on level of productivity contractor is able to achieve.**

Paratransit

Period	Passengers	Vehicle Hours*	Revenue	Vehicle Miles***	Revenue
Base Term (7/1/2018-6/30/2019)**	62,301	15,195		200,579	
Base Term (7/1/2019-6/30/2020)	65,416	15,955		210,608	
Base Term (7/1/2020-6/30/2021)	68,687	16,753		221,138	
Option Year 1—FY2022	72,121	17,591		232,195	
Option Year 2—FY2023	75,727	18,470		243,805	

*Based on 4.1 PPH, **Based on FY 2017 Ridership minus a 5% loss of ridership as estimated due to the Corona Dial-A-Ride Service restructure that became effective January 2, 2018

**Fixed Route revenue service hours and miles are projected based upon number of days being operated in each fiscal year using the current Corona Cruiser schedule. However, the schedule is in need of an update and is subject to and expected to change. This could increase the revenue service hours by 15-25%.

***Calculated with an average of 13.2 MPH/average bus revenue speed from FY 2017.

Fixed-Route

Period	Passengers*	Vehicle Hours**	Revenue	Vehicle Miles**	Revenue
Base Term (7/1/2018-6/30/2019)	132,469	14,598		172,856	
Base Term (7/1/2019-6/30/2020)	139,092	14,753		174,680	
Base Term (7/1/2020-6/30/2021)	146,047	14,723		174,314	
Option Year 1—FY2022	153,349	14,723		174,314	
Option Year 2—FY2023	161,017	14,753		174,680	

*Term 7/1/18-6/30/19 based on FY 2017 Ridership with a 5% incremental increase in subsequent years.

**Fixed Route revenue service hours and miles are projected based upon number of days being operated in each fiscal year using the current Corona Cruiser schedule. However, the schedule is in need of an update and is subject to and expected to change. This could increase the revenue service hours by 15-25%.

For paratransit, should the City increase/decrease the number of passengers served by more than 15% over the estimated passenger levels set forth in this Scope of Work, alternative pricing provided by contractor in their proposal may be triggered. Contract award amounts will be for a Firm Fixed Unit Price for a not-to-exceed total amount for the full five (5) year period. Actual service levels may be adjusted either up or down by the City within this 15% threshold without modification of firm-fixed pricing.

Vehicle Revenue Hour

Proposers are instructed to incorporate all projected costs in the Vehicle Revenue Hour rate. Vehicle Revenue Hour (VRH) shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the Contractor's established hours of service. A vehicle is available for passenger transport from the time it first arrives at its first pickup location no earlier than the scheduled start time for a route and ends when it arrives at the end of a scheduled route, excluding any meal breaks, service breaks, mechanical breakdowns and time a vehicle is out of service due to an accident. This rate shall be a comprehensive rate and shall include an amortization of all costs for providing the services. Cost and Price Forms including dead head, taxes, maintenance on all vehicle types, etc. and shall be proposed as one standardized hourly rate for all routes and ADA/DAR service. Further details are in attached exhibit Cost and Price Forms to this Scope of Work. Proposers are instructed to incorporate all projected costs in the Vehicle Revenue Hour rate.

Variable Rate Schedule

As provided for in Section 3.5.8 Amendment; Modification, the City reserves the right to periodically make changes to the level of service provided by the Contractor by either increasing or decreasing the level of Revenue Hours to be performed by the Contractor. Further, as also provided for in Section 3.5.8 Amendment; Modification - Changes, of the Agreement, the level of Revenue Hours may also change with no affirmative act by the City. In either instance the Revenue Hourly Rate due to the Contractor shall be altered in accordance with Supplement “C” to Form 60 “Variable Rate Schedule.” These alterations, if required, shall occur in conjunction with the City’s Service Changes.

At the time of each Service Change, the City shall review the number of Revenue Hours the Contractor reported for the previous four (4) months or since the previous Service Change. That number will be annualized by the City and compared to the applicable Projected Revenue Hours on Form 60. If the Revenue Hours have changed 16% (+/-) or more then the corresponding Variable Rate Increase or Decrease will go into effect until the next Service Change at which point the Revenue Hours will again be analyzed and the Variable Rate will either remain the same or will be altered accordingly.

EXAMPLE 1 –Revenue Hours Increased- In this example a new route is added to the Contractor’s Scope of Work thereby increasing the number of Revenue Hours by 17%.	
Revenue Hours at beginning of fiscal year	31,424
Additional revenue hours – added another route during service change, thus increasing the annualized revenue hours by 17%.	5,342
Updated Revenue hours	36,766
Percentage Change (+/-) from Projected Revenue Hours	+17%
New lower Variable Revenue Hourly Rate would be triggered (per Exhibit B - Form 60 submitted with proposal).	

EXAMPLE 2 –Revenue Hours Decreased – In this example the Revenue Hours experienced by the Contractor are reduced below the Projected Revenue Hours by 17%	
Revenue Hours at beginning of fiscal year	31,424
Realigned route and reduced hours of operation, thus decreasing the annualized revenue hours	5,342
Updated Revenue hours	26,082
Percentage Change (+/-) from Projected Revenue Hours	-17%
New higher Variable Revenue Hourly Rate would be triggered (Per Exhibit B - Form 60 submitted with proposal.)	

Fuel / Unleaded and CNG

It is understood by the City that fuel consumption volumes are for the sole and exclusive provision of the services using the City's revenue vehicles. If applicable, Contractor shall provide a copy to City of its fuel exemption certificate for associated fuel costs under this Agreement.

Invoicing/Payment

Pursuant to the terms of the Agreement between the City and the Contractor, on or before the tenth business day of each month the Contractor shall submit a monthly invoice to the City, itemizing the Contractor's full and complete costs for the preceding period and showing the retained fare revenue deducted from costs. This monthly invoice must be accompanied by the Monthly Operating Report as detailed in this Scope of Work as backup for the invoice (See Task 6, Data Collection/Reporting). Payment shall be Net 30, adjusting for work-week schedule. Should the 30th day fall on a weekend or holiday, payment shall be made on the next business day.

Customer Relations

The Contractor shall participate in on-going customer relations efforts as coordinated by the City. The Contractor shall be required to attend regular ADA meetings and other meetings as requested by the City to address customers, advocacy groups and various representatives in forums where transportation issues are discussed.

Advertising and Promotion

The City shall control all advertising and promotion. City shall provide all materials for distribution that may include brochures, customer comment forms, periodic surveys, rider-alerts, tickets etc. Contractor shall prepare and provide materials/copies for announcements related to service changes; advisories etc. and distribute brochures and any other material as directed by the City.

Contractor shall assist City in planning and implementation of an appropriate marketing and promotion program. Contractor shall attend City committee or City Council meetings upon request. Upon request by the City, Contractor will be responsible for making presentations to community organizations and shall report monthly to the City on all marketing/promotional activities. Contractor shall devote an average of twenty (20) hours/month towards marketing and promotion of the City of Corona Transit Service. Typical activities may include but are not limited to the distribution of brochures; maintaining/arranging to display/distribute brochures/materials at various places in the City; staffing information booths at various community events (i.e. Earth Day, Gardening Expo, Cinco de Mayo, etc.), participating in parades (i.e. 4th of July Parade, Cinco de Mayo, etc.), attending community meetings, etc. See Task 6 – Documentation of Commitment to Advertising and Promotion for additional requirements.

VI. TRANSITIONING CONTRACTS

Use of Existing Drivers and Staff

The Contractor shall retain, for a period of at least ninety (90) days, certain employees pursuant to California Labor Code, Chapter 4.6, Section 1070 to Part 3 of Division 2.

The Contractor shall retain the employees of the prior Contractor for a period of at least ninety (90) days pursuant to California Labor Code, Chapter 4.6, Section 1070 to Part 3 of Division 2. Currently, the City's ADA/DAR and Fixed-Route service is being operated by Transportation Concepts; for more information please contact Rich Rogers, Chief Operating Officer, 12 Mauchly, Building I, Irvine, CA 92618, phone, (949) 753-7525, email, rogers@transportation-concepts.com.

These transitioned employees must be utilized in similar positions and perform essentially the same services as they did under the previous Contractor. "Employee" is defined as any person who works for a Contractor under this contract but does not include executive, administrative, or professional employees that are exempt from the payment of overtime compensation within the meaning of Subdivision (a) of Section 515 or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)). At a minimum, the following obligations apply:

1. A successor Contractor or subcontractor who agrees to retain employees, pursuant to subdivision (c) 2 of Section 1072, Chapter 4.6 of California Labor Code, shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor contractor or subcontractor.
2. If a successor Contractor determines that fewer employees are needed than under the prior contract, qualified employees shall be retained by seniority within the job classification. In determining those employees who are qualified, the successor Contractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the successor Contractor.
3. The existing service Contractor shall make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to any entity that the City identifies as a bona fide Offeror. Nothing in this section requires the successor to pay the same wages or offer the same benefits provided by the prior Contractor.

4. An employee who has not been offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successor Contractor in any superior court having jurisdiction over the successor Contractor. Upon finding a violation, the court shall order reinstatement to employment with successor Contractor and award back pay, including the value of benefits, for each day of violation.

During the transition phase City staff will conduct several meetings with the Incumbent Contractor and new Contractor to discuss specific operations, records and vehicle transition events and the time frame in which they must occur. As requested by City, Transportation Concepts shall provide pertinent records accessible to both City and new Contractor within three (3) days of City's request.

City-owned vehicles will be subject to a transition inspection and acceptance; any needed repairs (as determined by City staff) will be completed before transfer of the vehicles to the new Contractor. If repairs are not completed before the time of transfer, the cost of the repairs will be deducted from the Incumbent Contractor's (Transportation Concepts') final invoice.

VII. AGENCY OVERSIGHT AND MANAGEMENT

Contractor performance pursuant to this procurement will be managed by the City's staff and Contracted staff as necessary. City's personnel will, among other responsibilities, conduct unannounced audits of PMI performance, monitor the adequacy and conduct of repairs, approve major rebuilds, monitor warranty administration and repairs, conduct pull-out inspections at least once per month, and recommend performance incentives or penalties as appropriate. Other City's staff and departments including, but not limited to, Human Resources, Planning, Risk Management and Finance, will also conduct unannounced audits of Contractor's compliance with the City's requirements as a measure of the Contractor's overall performance.

VIII. CONTRACTOR MANAGEMENT AND OPERATION

The following pages describe in detail the tasks required by this project. The Contractor is responsible to have the ability to fulfill the following task requirements:

Task 1 Staff Requirements and Policies

Task 2 Training and Safety Programs

Task 3 ADA/DAR Reservations, Scheduling, Dispatch, and Trip Edit

Task 4 Vehicle Operations

Task 5 Performance Standards

Task 6 Data Collection/Reporting

Task 7 Facilities and Vehicle Maintenance Services

Task 8 Incentives/Penalties Tables (Attachment 11)

Task 1: Staff Requirements and Policies

A. Staff Requirements

Contractor shall provide the necessary management and administrative personnel whose expertise will ensure efficient operation of ADA/DAR and fixed-route services. The City recognizes that a high-quality operation begins with key personnel. Key personnel are defined as the General Manager, the Assistant General Manager, the Maintenance Manager/Supervisor, Call Center Supervisor and the Road Supervisors or equivalent. The City's project and the City reserves the right to approve all key personnel. The minimum level of required staffing level is described below.

1. General Manager

The General Manager (Operations Manager), will be the person in charge of all management and day-to-day operations of the Contractor. The General Manager must maintain consistent and sufficient contact and communications with the City through its designated project contact person.

The General Manager must have a minimum of five years supervisory experience in public transportation operations or a related industry (at least two being in a paratransit environment.) The General Manager must spend 100% of his/her time assigned to the City project. The Contractor shall not replace the General Manager without the written consent of the City. Contractor shall submit a resume to the City for any proposed replacement candidate and an interview of the proposed replacement candidate may be required by the City. Replacement of General Manager without prior approval from the City will result in a penalty of \$25,000.

The General Manager will demonstrate, by decision and action, competency in all aspects of the City paratransit and fixed-route system. The General Manager must be knowledgeable about ADA rules, regulations and compliance. The General Manager will function as line supervisor of all project staff and manage the City accounts and operating records.

The phone number of the General Manager shall be made available to the City so that, in the event of an after-hours emergency, they can be contacted on a 24-hour basis. This number will be provided to the Police Dispatch Unit for emergencies only. The General Manager shall respond in person to any emergency or accident involving extensive property damage or injuries or as requested by the City during or after the operational hours of the system.

2. Maintenance Manager/Supervisor

The Contractor shall assign an on-site, full-time Maintenance Manager/Supervisor or equivalent, dedicated to the City's vehicle maintenance activity, to ensure that the City's maintenance standards are met. The Maintenance Manager/Supervisor shall ensure that all City owned vehicles are in good working order, well maintained, clean, and professional looking every day. This position shall be separate from the General Manager or Assistant General Manager. Contractor shall submit a resume to the City for any proposed replacement candidate and an interview of the proposed replacement candidate may be required by the City.

The Maintenance Manager/Supervisor must have a minimum of five years journey-level mechanic experience and a minimum of three years' experience in maintenance supervision of ten or more mechanics. The Maintenance Manager/Supervisor must be legally licensed to operate a bus in the State of California with a valid Class B license with a Passenger ["P"] endorsement as well as maintain a valid medical certificate and any other licenses or certificates required by applicable federal, state, or local regulations.

3. Call center Supervisor, Reservationist, Scheduling and Dispatch Staff (DAR and Fixed-Route)

Contractor shall provide the necessary staff to ensure efficient and timely administration of reservations, scheduling and dispatch of DAR trips and fixed-route runs in accordance with the service schedules and policies set forth by the City. All staff in these positions shall demonstrate proficiency with RouteMatch software within ninety (90) days of assumption of Agreement. City will arrange the training which will be held at Contractor's expense. At a minimum, these staff will have the following responsibilities:

a) Call Center Supervisor

- Shall have a minimum of two years' experience in oversight of a call center location, preferably in a paratransit environment;
- Supervisor shall have primary responsibility for training of new reservations and dispatch staff, so this person must have a full working knowledge of RouteMatch;
- Supervisor shall have the ability to work directly with passengers on elevated complaints, ensuring the highest level of customer service is provided;
- Supervisor shall monitor phone call volumes and hold times to ensure City procedures are being followed and to ensure that hold times do not exceed allowable standards. Supervisor shall ensure adequate staffing levels during all hours of operation (including nights, weekends, and holidays) are maintained; and
- Call Center Supervisor shall be responsible for telephone reports

required under this contract, ensuring City standards are being met. Supervisor shall also be responsible for monitoring day-to-day operations of call center staff, including monitoring of recorded conversations as quality control and to ensure training is sufficient to ensure the highest level of customer satisfaction is achieved.

b) Reservations

- Handle telephone requests and inquiries to maximize customer service, giving timely, accurate and courteous service;
- Carry out trip reservation activities in a manner which will maximize ADA/DAR productivity; and
- Ensure that City policies and procedures are followed.

c) Scheduling

- Manage ADA/DAR transportation services in accordance with City policies and procedures. Receive, approve and process requests for service. Adjust itineraries to comply with local and federal regulations;
- Review and refine daily trip itineraries. Using maps and software, assess distances and routing to ensure use of efficient travel patterns. Initiate timely client call backs regarding discrepancies and/or schedule changes; and
- Define, monitor and analyze fleet performance and adjust resource allocations/service schedules to meet changing time and travel patterns.

d) Dispatching

- Schedule and assign drivers and vehicles in accordance with the service hour schedules and scheduled trips for each day;
- Assist drivers while they are in service to carry out the assigned trips on- time, providing address assistance and telephoning passengers as needed for callouts;
- Monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner;
- Handle unanticipated service demands, passenger and vehicle accidents and other events in accordance with City policies and procedures; and
- Update driver's data in RouteMatch at least once per hour to ensure estimated time of arrival (ETA) data is available and accurate.

4. Safety/Training Supervisor and Trainer(s)

As detailed within Task 2 Training and Safety Programs, Contractor shall provide a suitable Safety and Training Supervisor and Trainer(s) who are fully licensed and certified to conduct the classroom training of all drivers. Supervisor shall have a minimum of one (1) year experience providing such training in similar paratransit

systems. These positions shall also provide behind-the-wheel driver training, refresher training programs and other training as determined necessary by the Contractor or City. Supervisor and trainer(s) must satisfy the Driver requirements specified below.

5. Road Supervisors

Contractor shall provide Road Supervising staff in a sufficient number to ensure Road Supervision of the service area at all times when revenue vehicles are in passenger service. Road Supervisors must satisfy the Driver requirements specified below, and must have a minimum of one (1) year experience as a driver in similar paratransit services.

Contractor is required to have at least one primary individual assigned to **each** of the Training and Road Supervisor functions, although additional staff may be cross-trained and mutually-supporting.

6. Drivers

Drivers must meet the following standards:

- Drivers must be legally licensed to operate a bus in the State of California with a valid Class B license and maintain a valid medical certificate and any other licenses or certificates required by applicable federal, state, or local regulations;
- Drivers must be in good standing with the DMV with no suspensions in the previous sixty (60) months and having no more than three (3) moving violations or two-point violations within the thirty-six (36) month period preceding operation of the City service;
- Drivers must not have rail crossing convictions;
- Drivers must be able to speak, understand, write and read English with proficiency; and
- Drivers are required to treat all passengers with respect and courtesy.

7. Maintenance Personnel

Mechanics

The Contractor shall assign an adequate number of mechanics to work on the vehicles operated under this contract. The mechanics assigned to this contract must meet the requirements for vehicle maintenance as outlined below.

Knowledge of:

- Air conditioning and heating systems, brakes and brake retarders, electrical, engines, steering, suspension, transmissions, and unleaded gasoline and CNG fuel systems, cooling system, fire suppression and methane detection systems,

fareboxes, 2-way radio and video surveillance system, and ancillary bus systems.

Ability to:

- Perform complete, reliable, and safe inspections;
- Perform complete, reliable, and safe repairs;
- Use automotive test equipment effectively;
- Obtain precision measurements as required;
- Diagnose and perform repairs on systems related to automotive, light-duty trucks, cutaways, low floor buses and all vehicles listed in vehicle inventory;
- Diagnose, repair, and maintain vehicle power trains, including but not limited to engines, transmissions, drive shafts, differentials, and related sub-components;
- Diagnose, repair, and maintain vehicle brake, steering, and suspension systems;
- Diagnose, repair, certify, and maintain Amerex fire suppression and methane detection systems;
- Diagnose, repair, and maintain REI camera systems (additional start-up training for this item may be provided by City, however long-term support must be provided by Contractor).
- Diagnose, repair and maintain electronic headsign equipment.
- Diagnose, repair, and maintain electrical systems and components. Must be able to read and understand electrical schematics;
- Diagnose, repair, and maintain heating, ventilation, and air- conditioning systems;
- Adjust, repair, or replace damaged body parts and window glass;
- After on-the-job training, diagnose, repair, and maintain wheelchair lifts/ramps;
- Diagnose, repair, and maintain CNG/unleaded gasoline-fueled engines;
- Inspect, repair, certify, and maintain CNG fuel systems and CNG pressure vessels;
- Read and understand parts and repair manuals.
- Read and understand wiring diagrams; and
- Diagnose, repair and maintain 2-way Radio System.

Special Qualifications:

- American Service Excellence (ASE) Transit Bus Certifications in the following areas; Brakes, Compressed Natural Gas (CNG) Engines, CNG tank Inspections and Certifications, Steering/Suspension, HVAC and Electrical/Electronic are required for mechanics that work, repair or inspect such systems;

- Experience in California DMV smog certifications preferred, but not required;
- Must possess a valid Class B, Commercial California Driver's License with a Passenger ["P"] endorsement for road calls; and must meet same driving record requirements as described for Drivers
- Current Medical Certificate;
- All other DMV and CHP certification requirements;
- In good standing with DMV;
- Show evidence of passing state required brake training (all mechanics); and
- Air conditioning certified (if Contractor will be performing A/C recovery work if not, specify the certified subcontractor assigned to the project)

Other Maintenance staff:

All other maintenance staff that do not fall under the category of a mechanic, (i.e. utility worker, servicer, etc.) that operate a City bus must have a valid Class B, Commercial California Driver's License and meet all CHP and DMV requirements.

Bus Stop/Shelter Maintenance Staff

The Contractor shall assign an adequate number of bus stop/shelter maintenance staff to maintain the approximate one hundred and eighty-five (185) bus stops and twenty-seven (27) bus stop passenger shelters of this contract. Bus Stop/Shelter Maintenance Staff assigned to this contract must meet the requirements for servicing, cleaning and maintaining bus stops and shelters as outlined below.

Ability to:

- Install and remove "Rider-Alerts" /other information at bus stops as needed
- Removing graffiti
- Removing/emptying trash, replace trash receptacle's bags
- Replacing damaged bus stop signage/schedules and kiosk/kiosk windows, and trash receptacles (the City provides signs, kiosks- Kiosk/windows, and trash receptacles)
- A wipe down of each shelter (solar panels, canopy top, legs, kiosks, benches)
- Clean and wash bench (non-sheltered) bus stops
- Pressure wash heavily soiled bus stop areas as required
- Report any heavy vandalism or damage to bus stop amenities within a twenty-four (24) hour period

Bus Washers and Detailers

The Contractor shall assign an adequate number of Bus Washers and Detailers staff to maintain Corona transit buses clean as articulated in Task 7: Facilities and Vehicles Maintenance Services/4. Vehicle Cleanliness and Aesthetics Requirements.

Ability to:

- Cleaning, washing, detail of exteriors and interiors, to include upholstery of buses
- Ability to safely and neatly maintain wash-bay (the City Corona provides wash-bay and scaffolding)

Knowledge of:

- Of standards of cleaning and safety procedures
- Of safe use high pressure washing equipment and scaffolding equipment
- Of using and inventorying of cleaning agents and detailing supplies and equipment

B. Staffing Policies

1. Vacancy of Key Positions

If, during the course of normal employee turnover, any of the following key personnel positions remain open for a period in excess of thirty (30) calendar days, the City may assess the penalties set forth in Task 8:

General Manager
Maintenance Manager/Supervisor
Call Center Supervisor
Reservationist, Scheduling and Dispatch Staff
Safety/Training Supervisor
Road Supervisors

2. Driver Turnover

The City recognizes the expense and negative effect of driver turnover. Therefore, the Contractor must demonstrate they have an acceptable recruitment and hiring program which is intended to minimize driver turnover and retain a high-quality driver work force. Contractor must offer a reasonable wage and compensation package, and an employee incentive program, coupled with a supportive work environment to ensure turnover is minimized. Should driver levels fall below those needed for operation (or levels proposed), contractor may be assessed penalties as described in Task 8.

3. Dress and Appearance Standard

Contractor shall provide a City approved uniform to be worn by all drivers when operating a vehicle in City service. Shirts and blouses shall have a “Corona” logo patch on the right shoulder. Jeans are not allowed.

Contractor's drivers will convey a professional image. It is the Contractor's responsibility to see that driver's uniforms remain in good repair, and do not appear old or worn out.

Drivers will be required to follow the grooming and appearance standards established by the City. Shirts will remain tucked inside pants at all times while in uniform. Uniforms shall be per Attachment 8 or approved equals.

4. Driver Tools

The Contractor will provide all necessary operating equipment to the drivers and office personnel. Driver equipment will include, but not be limited to, a current Thomas Brothers Guide map book, or other device of the operating area, manifests (trip sheets), clipboards, pens and pencils. Drivers are also required to be equipped with an operable and accurate time piece at all times.

5. Personnel Policies

The Contractor shall have in effect personnel policies that conform to all state and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, FTA Drug and Alcohol Regulations, Compensation, Worker's Compensation, and other regulations as appropriate.

The Contractor shall maintain at all times a current list of personnel assigned to the City's contract and provide the City's designated project contact with an updated roster of all personnel, including drivers, each month. The updated roster will include total hours worked on the contract for the month.

The Contractor must have established standards for recruitment and hiring of drivers. Full background verification of employees (to include at a minimum, a criminal history using a local/national database, ten (10) year employment verifications, social security traces and if applicable a two (2) year drug & alcohol testing history) shall be performed by the Contractor. Contractor shall obtain authorization from all employees driving in the performance of this contract for the acquisition of the driver's motor vehicle records during the period of employment. Contractor shall advise City at the time of hire of any and all new hires, providing full name(s) and driver license numbers of such hires. Recruitment standards must be detailed and shall be approved by the City.

The City retains the right to review Contractor's personnel policies and the list of personnel assigned to the City's contract. Proposed changes in key personnel incumbents shall be subject to review and approval by City.

6. Removal of Drivers

The City may require that any driver be removed from transporting City customers for unprofessional behavior, excessive complaints, rudeness, or other inappropriate behavior or appearance.

7. Driver Feedback

Since drivers are the first line out in the field, driver feedback about schedules, customer needs, vehicle maintenance and working conditions is imperative. The Contractor must have on-going mechanisms, including monthly driver meetings to capitalize on driver feedback. The City shall be allowed to participate in monthly driver meetings.

Contractor shall be responsible to maintain proper staffing level as to responsibly and effectively operate the City transit system on a day-to-day basis and during all service hours of operation.

Task 2: Training Safety Programs

A. Staff Requirements

1. Vehicle Operator Training

The Contractor shall be responsible for all training of vehicle drivers including City's service policies, passenger fares and overview of other City services.

Contractor shall be responsible for the provision of qualified training staff to conduct behind-the-wheel driver training and other training as determined by the Contractor.

2. Training Standards

Contractor will design, schedule and conduct ongoing training procedures which will train and prepare all drivers assigned to the City's contract in a manner that conforms to all state and local laws throughout the term of the contract and assures the following operational objectives are met.

- Provide paratransit/fixed-route service which is safe, reliable, and compliant;
- Provide paratransit/fixed-route service which will maximize customer service; and

- Provide paratransit/fixed-route service in a manner that will maximize productivity.

In support of the above objectives, Contractor shall provide all drivers with training satisfactory to City in defensive and safe driving, passenger courtesy, comfort, sensitivity training, special care, and precautions to assist elderly and disabled persons. This training must meet the requirements of appropriate federal and state statutes, with each driver receiving a minimum of twenty (20) hours of instruction.

An additional minimum of forty hours of classroom training (for an overall minimum sixty (60) hours of training) shall be provided by the Contractor and shall cover applicable laws and regulations related to the provision of services under this Agreement. This additional training shall provide training of applicable laws for operating vehicles providing public transportation, street network of service area, passenger safety and comfort, and shall convey an understanding of the Americans with Disabilities Act (ADA) as it relates to transportation. The additional minimum forty hours of training shall include the following:

- Review of applicable laws and regulations;
- Eight (8) hours of defensive and safe driving;
- Twenty (20) hours of behind-the-wheel training in all types of paratransit vehicles to be operated under this contract;
- Safe vehicle operations;
- City's policies and procedures for paratransit operations and ADA service;
- Empathy and sensitivity training for the proper interaction and transport of paratransit passengers;
- Procedures for the provision of origin-to-destination services, including training on passenger assistance;
- Lift/ramp/wheelchair tie down techniques and specific City procedures for the transport of passengers with wheelchairs and other mobility devices;
- Proper methods of interacting with service animals;
- Operation of radio equipment in accordance with County and Federal regulations;
- Hands-on training with the radio and mobile data terminals;
- Four (4) hours minimum of customer service training;
- Fare collection and trip classification and counting;
- Paperwork completion, including proper reporting guidelines and completion of driver trip sheets. Contractor shall specifically address the prohibition on pre-completion of any part of the driver trip sheet (i.e. completion of time point data prior to actual arrival) and the proper procedure for correcting mistakes on trip sheets prior to submittal;
- Sexual harassment prevention
- Google Maps and Thomas Brothers guide map reading;

- Four (4) hours of mandatory refresher training for drivers with repeated and accumulated minor infractions; and
- City required protocols for accident reporting and Sexual harassment prevention.

The Contractor shall provide the following training and safety support at no extra cost to the City:

- A safe driving awards program;
- Monitoring and inspection of drivers' Motor Vehicle Records at least every twelve (12) months through participation in the California Department of Motor Vehicles Pull Notice Program;
- Ensuring the availability and delivery of City vehicle(s) as required for training programs;
- Continued provision of annual "refresher" training including, but not limited to, ADA compliance; and
- Promotion and reinforcement of driving and safety principles by Contractor management and supervisory staffs, policies and programs. Contractor shall provide timely coaching of drivers for unsafe driving practices identified by the City-supplied camera system.
- Monthly Driver Safety Training meetings are to be held, at varying times to allow ample opportunity for attendance. Drivers must attend a *minimum* of ten (10) hours of this additional training annually. This training should include empathy training, ADA compliance issues, and any other topical issues that may arise.

Drivers who have or are recruited with a valid Class B license with Passenger Endorsement will not need to meet the full requirement of sixty (60) hours of training since much of that training is designed to assist in obtaining such licensing. However, they will be required to complete fifteen (15) hours of classroom training and twenty (20) hours of behind the wheel training for fixed route and twenty (20) hours of classroom training and twenty (20) hours of behind the wheel training for paratransit.

As is the case with all new hires, drivers must be in good standing with the DMV and must be able to pass all applicable tests prior to being released into independent service. Classroom training shall, at a minimum, ensure drivers are properly trained on requirements under the Americans with Disabilities Act (ADA) requirements and City standards for safety.

In the event the City chooses to modify its training program, or federal, state, local laws change affecting driver certification or level of training required, Contractor shall be responsible for adopting any and all changes into its driver training

program. Should Contractor's training programs undergo changes, Contractor must send City copies of the new training programs prior to implementation for approval.

B. Incentive and Safety Programs

The Contractor must maintain an incentive and safety program to support the City's goal of providing a high-quality transportation service for customers. These programs must be detailed in writing and implemented routinely. Incentives should be awarded at regular driver/employee meetings to ensure a high visibility of outstanding performance among all employees.

C. State and Federal Regulations

1. Motor Vehicle Code

All Contractors are to comply fully with Local, State and Federal Regulations, including but not limited to, air quality standards. Regulations pertaining to licensing and operations and maintenance of vehicles are contained in the California Vehicle Code, California Administrative Code, Title 13 and The Federal Motor Carrier Safety Regulations.

The City will periodically audit for compliance with the Commercial Motor Vehicle Safety Program including: a) Ten Year Employment History, b) Pull Notice Program, c) Medical Certificate, d) Drug and Alcohol Testing Program and, e) Passenger endorsement ("P" endorsement).

Driver applicants must provide an original, current (within 30 days) Department of Motor Vehicle (DMV) H6 printout at time of application submission. Applicants with more than three (3) traffic conviction points or any two (2)-point traffic convictions within preceding 36 months or any drivers' license suspensions within preceding sixty (60) months shall be ineligible to work under the City's contract. Upon employment, contractor employees and subcontractor employees who have accrued four (4) points in twelve (12) months; six (6) points in twenty-four (24) months; eight (8) points in thirty-six (36) months; any two-point violations; suspensions or has outstanding failure to appear or failure to pay violation will not be eligible to work on the City's project. Employee may be reconsidered to work under the City's contract if they have met the Driver Applicant requirements outlined above.

2. Drug and Alcohol Testing

The Contractor shall comply with the requirements of the Drug Free Workplace Act of 1988. Testing shall be conducted pursuant to the Federal Transit Administration

(FTA) regulation, 49 CFR Part 655, that mandates, under certain circumstances, urine drug testing and breath alcohol testing and the U.S. Department of Transportation (DOT) standards for the collection and testing of urine and breath specimens, 49 CFR Part 40, as amended.

The regulations include requirements for pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up and for random testing of employees in safety sensitive positions. Additionally, subcontractors performing safety sensitive tasks are subject to the regulations and it shall be the responsibility of the Contractor to ensure this testing is conducted.

City requires that those safety sensitive employees employed by the Contractor for the performance of services under this Agreement (i.e., those employees employed by Contractor directly for City) be tested at the annual rate mandated by FTA (currently 25% drug and 10% alcohol.) Annual reports (i.e. MIS) must be submitted electronically to the City's Public Works Transportation Section, Transportation Planning Supervisor within one month of the end of the year. Refer to sample Forms in Attachment 6. **Final payment on this contract shall be withheld until the final annual drug and alcohol report is submitted and approved by City's Transportation Planning Supervisor or assigned City Representative.**

Upon award of Contract, Contractor shall submit their adopted and approved Drug and Alcohol Program along with all required Forms—such a program shall be in compliance with the latest Federal Regulations for Drug and Alcohol Program for public transit operations (bus).

In addition, upon award of Contract, the Contractor shall identify its drug and alcohol testing site(s).

Contractor shall ensure that supervisors responsible for making reasonable suspicion determinations are provided a minimum of two hours of reasonable suspicion training.

3. California OSHA

Contractor shall comply with all California OSHA requirements including the requirement of Labor Code Section 6401(a) (SB 198, 1989) to develop and implement an employee Injury and Illness Prevention Program (IIPP).

4. California Sexual Harassment Training for Supervisor

Contractor shall comply with all California state requirements including the requirement of Government Code Section 12950.1 (AB1825, 2004) to provide supervisors with two hours of sexual harassment prevention training every two

years.

5. Title VI of the Civil Rights Act of 1964

Contractor shall contact the City's Title VI administrator if a complaint is filed from a member of the public.

Task 3: ADA/DAR Reservation, Scheduling, Dispatch and Trip Edit

A. Reservations

Contractor shall provide qualified and trained personnel to answer and properly respond to all telephone and TTY calls for trip reservations, cancellations, ride check status, and ADA/DAR service inquiries.

The number of ADA/DAR reservations calls currently handled on an average weekday is approximately one hundred and seventy-four (174) (excluding cancellation and status-type calls.). Current peak hours are 8:00 a.m. to 2:00 p.m. on weekdays and 9:00 a.m. to 10:00 a.m. on Saturdays and holidays. These represent the standard volume of calls that the Contractor can expect to handle.

Reservations staff shall be on-duty as set forth in Section IV – Levels of Service and Contract Terms, with a qualified supervisor or lead employee available for customer service calls from thirty minutes prior to the earliest service and thirty minutes past the latest service under this Agreement. Staffing levels will be such that these service levels can be maintained.

The policies regarding reservations for ADA and Dial-A-Ride trips are set forth in Attachment 2 “Corona Dial-A-Ride Brochure.”

B. Scheduling

Contractor shall provide qualified and trained personnel to review, refine and adjust all vehicle itineraries prior to the service day, initiate call-backs in a timely manner of ADA/DAR passengers as needed to renegotiate trip times and adjust scheduled services, monitor and adjust service resources to maximize system efficiency, productivity and performance, and analyze service parameters including system determined violations to ensure service provided is compliant with all City and ADA guidelines.

Scheduling staff shall be available as needed to perform during weekdays, weekends and holidays. Schedulers are responsible for the maintenance and coordination of an average of two hundred and fifty (250) trips per weekday, and the scheduling of driver breaks/lunches to ensure adequate resources are available to deliver service per standards. On an average, Saturday and Sunday these figures

are twenty (20) trips; scheduling staff must be adjusted as service demand necessitates as to maintain the performance standards of Task 5.

C. Dispatching

- Contractor shall provide qualified and trained personnel to: schedule and assign drivers and vehicles in accordance with the service hour schedules and scheduled trips for each day; assist drivers while they are in service to carry out the assigned trips on-time, providing address assistance and telephoning passengers as needed; monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner; and ensure that unanticipated service demands, passenger and vehicle accidents, other events and general service delivery are handled and performed in accordance with City policies and procedures. Dispatch staff shall:
- Monitor, document and enforce the No-Show Policy (Attachment 4) as per the City's Policy;
- Provide continuous monitoring of assigned radio frequencies during all hours that Contractor vehicles are out of the yard;
- Answer and respond to telephone calls from drivers, residents, and bus patrons.
- Initiate emergency protocol as required;
- Ensure that all voice radio communications pertaining to ADA/DAR services and FCC rules and regulations are enforced;
- Staff the Window Dispatch function; and
- Update RouteMatch with current driver data at least once per hour for each route in service to ensure ETA information is available and accurate.

Contractor Dispatch personnel are to be available on a daily basis. The Contractor shall ensure that dispatch staff remains on-duty from thirty (30) minutes prior to the time the first vehicle leaves the yard and until the last vehicle returns to the yard.

D. Trip Edit/Trip Verification

As noted in Section C of Task 4, Contractor shall provide qualified and trained personnel to perform the trip edit review function of all service delivered. Drivers shall record odometer readings and arrival/departure times for each pickup and drop-off on their timesheets as well as being recorded electronically via the MDT (tablet) system. Contractor shall provide a trip-edit system for verification and correction of data stored in the RouteMatch system to ensure it reconciles to the tripsheet data. The trip edit function is to be completed on a daily basis, and must be completed prior to weekly submission of data to City (by third business day of the following week).

E. Telephone System

The management and operations of these ADA/DAR services will require voice, teletypewriter (TTY) for communication with passengers who are deaf, and computer data services described as follows.

1. ADA/DAR and Fixed-Route Telephone Customer Service

Voice telephone services are provided by Contractor for trip requests, customer information and other service inquiries. The ADA/DAR service shall be accessed through the City's DAR telephone number (951) 734-7222. The Corona Cruiser (Fixed-Route) service shall be accessed through the City's Fixed-Route telephone number (951) 734-9418.

All telephone and telecommunication infrastructure will be provided by the Contractor; Contractor's equipment shall accept calls from the City's number either through an externally or internally provided "hunt group" and shall generate call performance reports listed in Task 6, item 5, Operations Reporting. The Contractor shall provide bilingual recorded messaging and telephone recording software for all calls processed through this telephone number.

The Contractor shall provide Spanish speaking dispatching staff during all hours of service, and additionally, might require other dispatching staff that speaks other language(s)—this potential additional requirement can potentially be driven by Corona's population change.

The contractor is responsible for providing the reporting tools necessary to meet the requirements called out in Task 6. Contractor shall be responsible for ongoing service and support of the telephone reporting system software, as well as all peripheral computer and power supply equipment required for its operation.

Contractor shall provide telephone headsets for all reservation staff to

facilitate the efficient and comfortable accomplishment of their assigned duties. Such headsets shall be well maintained, and Contractor shall provide spare headsets so that equipment is available to reservations staff at all times.

Sufficient staffing, workstations, and telephone lines will be provided to support the Performance Standards set by the City for call reservationist telephone services in Task 5.

2. Contractor Administrative Telephones

Contractor is responsible for the installation and maintenance of sufficient telephone lines and equipment to support Contractor's administrative requirements so that ADA/DAR telephone lines are not utilized for administrative purposes.

3. Facsimile Machine

As detailed under Task 6, Data Collection/Reporting, section 8, Contractor is required to provide a facsimile machine installed on a dedicated telephone line.

4. Teletypewriter

In addition to voice telephone services, the Contractor will be required to provide access to the hearing disabled, preferably using a TTY system. A separate dedicated telephone line will be provided for communications with ADA/DAR operators by individuals with hearing disabilities and will be installed in a location where calls will be answered during all dispatch business hours.

F. Computer System

1. Software

There is one software application that will be provided by the City and used by the Contractor to provide customer reservation and dispatching services; RouteMatch Software. This system provides for reservations, scheduling and dispatching using a "cloud-based" server for the applications database. In addition, this database stores all information regarding eligibility and ADA certification, the system interfaces with onboard Mobile Data Terminals (MDT), automated vehicle locator (AVL), and the MDT includes an operator navigation

system.

All licenses for the use of this software shall be secured and provided by the City. Contractor shall have no ownership of the software, nor records and data maintained and generated by this software. Contractor may be required to execute a Non-Disclosure Agreement prior to any training or use of the City's software. The City shall also provide or make arrangements for training of Contractor personnel in the use of provided software; any associated costs will be the Contractor's responsibility. Contractor's staff shall demonstrate proficiency in RouteMatch software not more than ninety (90) days after start of service.

While RouteMatch Software is used as a computer aided dispatching (CAD) tool, automatic vehicle locator (AVL)/operator navigation system, and transit performance/ adherence software application; the City is however looking at potential opportunities for a more robust Intelligent Transportation System (ITS) that will expand on Corona's current ITS system's technologies, and could include, onboard automatic annunciators, automatic passenger counters (APCs), real-time transit information system (online and through telephone applications), onboard digital fare collection systems/smart-phone payment application; integrated video surveillance systems, and run-cutting software.

2. Hardware

The Contractor will provide all computer hardware (workstations, printers, and copiers) to support client-side computing and timely local network services on Contractor site.

City shall provide computer hardware for four Dispatch staff work stations; in addition to radio workstations.

3. Installation and Maintenance

The Contractor shall be responsible for the installation, administration, service and maintenance of all computer equipment, computer network, computer software, operating systems, and peripherals at the Contractor's operation site.

The City will be responsible for its hardware (Radio and Dispatch Workstations) and for distributing RouteMatch software upgrades to Contractor, bus video system, and MDTs that communicate with the

RouteMatch software.

Contractor is responsible for software installation and maintenance of its computing equipment, printers and copiers. Contractor is also responsible for installing and maintaining anti-virus software on all personal computers and servers.

4. Computer Data

City shall provide the scheduling computers, MDTs (tablets), and all RouteMatch software licenses. Contractor is responsible for administering and maintaining all databases current with accurate and up to date information.

All data collected by the Contractor shall be available upon request for audit and inspection by City. Failure to provide data and information upon request may result in penalties as described in Task 8.

5. Radio Communications

City shall provide two-way radio communication system, services and maintenance shall be provided by the Contractor to be available in all vehicles used under this Agreement (revenue and non-revenue), to provide for dispatching of personnel and Road Supervisors.

Task 4: Vehicle Operations

A. Service Schedules

Within the vehicle service hours authorized by this Contract, the City shall specify a schedule of service parameters (see Attachment s 1, 2, and 3 Service Area Maps and Service Hours) to be used by Contractor as the basis for trip reservations, scheduling and the development of driver shifts. City may revise and refine the service parameters based on actual service demand to maximize service efficiencies within the parameters specified by the ADA and City policies.

In the event of major changes, increases or decreases of its service parameters, the City will use its best efforts to give the Contractor at least two (2) weeks to plan for those changes which could require more drivers or major adjustments to work shifts. As little as twenty-four (24) hours' notice may be given to Contractor for it to respond to minor adjustments to the service parameters. Service changes will occur in accordance with the details provided under this section.

The Contractor shall not supply vehicle service hours when they are not approved by the City's designated project contact; such hours will not be paid for by the City. Material changes will be given in writing as an amendment to the Agreement. If the scheduled hours are not filled, the City may choose to procure drivers from another source and charge back the costs incurred to the Contractor. **Reliefs are the responsibility of the Contractor and shall not disrupt the continuity of service.** City reserves the right to add, delete or change vehicle revenue miles, vehicle revenue hours, timetables and service as may be necessary. All changes to Vehicle Revenue Hours must be approved and confirmed in writing by City prior to implementation.

B. Accident Protocol

Contractor shall notify City immediately of any accident or incident related to the services provided under this Agreement. The Transportation Planning Supervisor can be reached during normal business hours at (951) 279-3763, alternate numbers will be provided for accidents/incidents that occur after normal business hours. Contractor shall respond in person to any emergency or accident involving extensive property damage, passenger injuries or as requested by City during or after the operational hours of the system. Emergencies or incidents involving injuries, major damage, or media coverage must be reported to City immediately upon occurrence. Refer to Attachment 10 for Procedures regarding Accidents and Incidents. All drivers and operating personnel must be trained in proper procedures for notifying Contractor or City in the event of an emergency. If City personnel is utilized for emergency response requests due to Contractor's failure to respond to emergency request in a timely fashion as deemed appropriate by City, Contractor will be charged the actual cost of City personnel at a professional rate of two and one-half times actual labor rate plus overhead. See Task 6 for further performance standard specifics.

Refer to Task 6 for additional accident procedures relating to reporting. A weekly report summarizing the occurrence of accidents/incidents shall be submitted; if there are no incidents, the report will so indicate.

C. Driver Trip Sheets and Mileage

Mileage readings on the Driver's Trip Sheet will indicate both the Total Vehicle Miles and Vehicle Revenue Miles. Starting odometer readings shall be recorded in the appropriate places when the vehicle leaves the yard and at the first scheduled pickup.

The ending odometer readings will be recorded at the time of the last drop off

and upon returning to the yard. Any mileage incurred during a lunch break, breakdown or other out of service time is to be deducted from the Vehicle Revenue Miles. Drivers shall record odometer readings and arrival/departure times for each pickup and drop-off on their timesheets. This information shall also be recorded electronically via the MDT (tablet) system. Contractor shall provide a system for verification and correction of data stored in the RouteMatch Verification System to ensure it reconciles to the tripsheet data.

Contractor warrants the accuracy of this information; any discrepancies shall be at the Contractor's expense. All data collected by the Contractor shall be available upon request for audit and inspection by City. Failure to provide data and information upon request may result in penalties as described in Task 8.

D. Vehicles

The City reserves the right to assign a sufficient number of vehicles to Contractor to provide the services set forth herein. The contractor shall provide feedback to the City regarding the effectiveness of this vehicle assignment. If the Contractor contends that an increase or decrease in the number of vehicles will result in either an increase or decrease in the compensation due under this contract, Contractor shall submit a written request for adjustment pursuant to Section IX "Form of Agreement" 3.5.8 Amendment; Modification.

Currently, there are twenty (20) vehicles assigned (planned as of January 2018) including spares (see Attachment 5 – Assigned Vehicles).

Contractor shall provide sufficient support vehicles for Road Supervision and on-street driver relief. City vehicles shall not be used for on-street relief or exchange of drivers except where a City vehicle must be exchanged for refueling, maintenance purposes, or in the event of a breakdown.

E. Fare Collection Procedures

The vehicles provided by the City for operation of these services are equipped with non-recording Diamond Manufacturing fareboxes (two (2) vaults per vehicle; the second to be used as a spare); the City also possesses a number of additional spare vaults.

Fare receipts shall be removed from the vehicles daily, counted and reconciled by Contractor and certified by the General Manager or Assistant General Manager (deposit slips shall contain the signed initials of all individuals counting the fare as well as the approval initials of their supervisor.) Fare receipts shall be transported to City's bank. All fares shall be accounted for under dual custody at all **times**, including during the vaulting process, while being counted, and during transfer/deposit to the bank. Fare receipts will be

reported to the City, retained by the Contractor, and deducted from Contractor's monthly invoice. For additional management details on associated procedures, Refer to Scope of Work, Section V/Fares, for details.

F. Driver Pre-Operational Inspection

Each driver shall do a daily pre-operational inspection that shall comply with all state and federal requirements before taking the vehicle out of the yard and into service. Part of this inspection will be to cycle the wheelchair lift or ramp. If there are any defects to City vehicles, the driver must report the defects on a contractor provided reporting document titled "Daily Vehicle Inspection (DVI) report". Even if there are no defects, each driver must sign and date the DVI at the end of the shift. DVI reports will be removed from the bus and replaced on a daily basis by maintenance personnel.

G. Driver Operational Policies and Procedures

Contractor shall ensure that drivers perform their duties in compliance with policies and procedures established by City. Such policies and procedures may be modified from time to time through bulletins, special notices and verbal directives from City personnel. Contractor should ensure that Contractor's policies and procedures do not conflict with instructions provided to drivers during the paratransit driver training.

H. Accident Repairs

Damaged vehicles due to accidents shall be promptly repaired by the Contractor. A daily vehicle repair log must be kept by Contractor. All body and glass damages are the sole responsibility of the Contractor and shall be repaired within thirty (30) days from the date of the accident or the date when the damage was first identified. If an extension of time is necessary, requests must be submitted in writing to the designated City Maintenance contact that will make the determination. Consistent with the City's standards, vehicles with body damage other than minor scratches shall not be released for operation until repairs have been completed.

Task 5: Performance Standards

Contractor shall strive at all times to provide service in a manner which will maximize productivity and ensure the highest levels of customer service is provided.

Annual Review of Standards

Prior to the start of each contract period the City will review the standards established for the ADA/DAR and Fixed Route services to ensure that those standards remain appropriate. In consultation and by mutual agreement with Contractor, City may, at its discretion, adjust standards, incentives and penalties to ensure and encourage increased efficiency and improved performance of services.

Performance Standards

The City desires to provide its customers with a high quality of service. To that end, it has established performance incentives and disincentives to encourage the high-quality provision of services. For the initial ninety (90) days of operations under this contract, City and Contractor will monitor performance of Contractor against the following performance measures to ensure that standards have been established that are appropriate and fair. During this period no incentives or penalties will be assessed.

At the end of the probation period, Contractor acknowledges the following performance standards and that the incentives/penalties as stated in Task 8 are reasonable for accomplishing the City's objectives.

1. Operational Standards

a. Provision of Dial-A-Ride Service/ Passenger Pick-up/Drop-off

The standard shall be the operator picking up all qualified riders for trips within the on-time window (+/-) fifteen (15) minutes, and dropping all passengers with a "No Later Than" time within thirty (30) minutes of the required drop time thirty (30) before / zero (0) after. However, the Contractor shall not be held responsible for failure to provide on-time service due to forces beyond its immediate control. These are instances that would be considered "force majeure" situations. In the event of such an occurrence, sufficient documentation of the circumstances shall be provided to the City.

All late trips shall be provided at no-charge to the customer; operators shall record such trips on the manifest as Courtesy Ride and they shall be accounted for in the Contractor's fare reconciliation process. Contractor will be responsible for fare in lieu of passenger.

Monitoring: City staff will verify on a weekly and monthly basis through its data reconciliation process.

b. Monitor of Corona No-Show Policy

The standard shall be for Contractor staff to monitor, track, document, and report individuals that violate Corona's No-Show Policy on a weekly and monthly basis as per Corona's No-Show Policy.

Monitoring: City staff will verify on a weekly and monthly basis through its data reconciliation process

c. Key Personnel

The standard shall be 100% compliance in continuous project staffing of designated key personnel positions listed in Task 1, Staff Requirements and Policies.

Monitoring: City staff will verify through monthly reporting.

d. Staffing

The standard shall be to maintain staffing levels as set forth in the Contractor's proposal at all times.

Monitoring: City staff will verify through monthly reporting.

e. Driver Appearance

The standard shall be ensuring all operators are in the required uniform and are well groomed while in service.

Monitoring: City spot checks and customer complaints

f. Customer Service

The standard shall be to maintain less than three preventable customer complaints (as determined by City) per month with 100% Contractor compliance for written responses within five business days.

Monitoring: City monitors complaints on a daily basis.

g. On Time Performance

1. The standard shall be to maintain a minimum On Time Performance (OTP) rating of 95% or higher on all ADA/DAR trips.
2. The standard shall be to maintain a minimum On Time Performance (OTP) rating of 95% or higher on all Corona Cruiser routes. On-time performance is defined as not departing early (zero tolerance) and five minutes late at all timed-points along a route.

Monitoring: Monthly OTP report submitted by contractor, supplemented by spot checks by City staff and its representatives and Contract Operations staff. OTP data will be captured by standardized reports from RouteMatch GPS data.

h. Missed Service

The standard shall be zero (0) missed service, with consideration given to mechanical failures or issues of force majeure. Vehicles are to go into service in a timely manner to ensure no service is lost.

Monitoring: Monthly OTP reports and daily dispatch logs submitted by contractor, supplemented by spot checks by City personnel. RouteMatch GPS

data will be utilized to review OTP.

i. Pull Out

The standard shall be to ensure on time pull out from the yard and arriving to the first scheduled timed-point on time. If driver pulls late from the yard and arrives even one (1) minute late to the starting point, Contractor is in violation of standard.

Monitoring: Daily rollout reports submitted by the contractor. RouteMatch GPS/AVL data will be utilized to review OTP.

j. Low Fuel / Out of Fuel

The standard shall be to maintain proper fuel levels for all vehicles to ensure no interruption of service. Contractor is responsible for establishing run blocking policies that provide for continuity of service, including off route fueling outside of revenue service hours. **Fueling with passengers on board is strictly prohibited under this contract.**

Monitoring: Daily dispatch logs, daily operations reports, and customer complaints received by City.

k. Call Center Reservations

The standard shall be for the Contractor’s call center reservationists to maximize the professional, courteous and helpful treatment of callers, to minimize customer complaints, and to provide 100% compliance with the performance standards set forth as follows:

Performance Standard	Not to Exceed Maximum
Average wait time during peak periods =	2 to 3 minutes
Average wait time during off-peak periods =	1 to 2 minutes
Average daily call abandonment (hang-up) rate =	6%

2. Maintenance Standards

a. Maintenance/Cleanliness of Vehicles.

- The performance standard shall be the miles between mechanical road calls **shall not fall below thirty thousand (30,000) average fleet miles.** A “mechanical road-call” is defined as any occasion when a mechanical failure (including a malfunctioning wheelchair lift or securement device) on a vehicle requires technical or supervisory assistance and delays or terminates a trip. Monitoring: by reviewing monthly maintenance reports

submitted by Contractor to the City.

- The 100% of vehicles at pull-out shall have operable wheelchair lifts/ramps. Wheelchair lifts/ramps shall be maintained and verified daily to be in an operable condition.

In the event of an in-service wheelchair lift or ramp failure, the Contractor shall ensure the wheelchair passenger will be transported to their destination in the most expeditious manner available. Vehicles with inoperable lifts will be removed from service as expeditiously as possible, preferably within thirty (30) minutes. In no instance shall a vehicle with a non-functioning lift be in service without City permission.

Monitoring: through monthly reports, driver manifests and/or maintenance record evaluations by City staff. Monthly management report shall list all in- service wheelchair lift/ramps failures. Report is to include date, time, route and location.

- Vehicles are to be properly maintained, fully operable, body damage- free, road-worthy, and clean while in service.

Monitoring: At a minimum, monthly City spot checks of Contractor's maintenance facility and road spot checks.

- All preventive maintenance schedules as required by City shall be met within three hundred (300) miles of scheduled mileage. This standard will be measured quarterly; vehicles are to be inspected at three thousand (3,000) mile intervals or forty-five (45) days, or the manufacturer's suggested maintenance mileage interval, whichever is less. **Red-tagged vehicles shall not be used in revenue service.** Contractor shall perform oil sampling near the six thousand (6,000) mile interval and prior to an oil change, and supply copies of report oil analysis to City (electronic reporting preferred).

Monitoring: preventive maintenance inspection (PMI) records of all vehicles will be reviewed by Contractor and City staff on an ongoing basis.

- Vehicles shall be maintained so that air conditioning is operational on all vehicles used in pull-out. Vehicles with an A/C failure must be removed from revenue service within one hour of the reported failure when the temperature exceeds seventy-five (75) degrees.

Monitoring: through City spot checks and customer complaints.

- All identified repairs shall be completed in a timely manner. The standard shall be for all repairs to be completed within fourteen (14) calendar days of identification of failure or mechanical breakdown. Penalties under this provision may be waived after consultation with City’s Transportation Planning Supervisor, and/or assigned City staff/Contractor, for issues such as parts availability or diagnostic complications.

Monitoring: Daily status reports and City inspections.

- Contractor shall maintain vehicles in such a manner to ensure a satisfactory rating in all categories of the annual California Highway Patrol terminal inspection, safety compliance report, air quality report or spot checks by City.

Monitoring: Compliance reports provided by California Highway Patrol, “notices” sent to City, and City documented spot checks.

- Competent maintenance personnel shall be available during all hours of the system operation; to include each morning for roll-out support.

Monitoring: Compliance reports provided by Contractor on a monthly basis, and City staff spot checks.

- Contractor shall maintain vehicle camera equipment to ensure that footage is available upon City’s request. During the contractor’s PMI process, the camera equipment is to be inspected and proper checks are to take place to ensure operability for video and sound. A print screen of all camera frames and current time (time of inspection) shall be documented for each vehicle and filed with vehicle PMI inspection. The intent of this print screen document is to prove proper camera equipment functionality during each vehicle PMI.

Monitoring: Video to be provided to the City.

b. Bus Stop/Shelter Maintenance/Bus Washing and Detailing

Bus Stops

- Bus stop maintenance shall occur within a two-week cycle, highly utilized bus stops will require maintenance at a minimum on a weekly basis—this will be dependent on the specifics of a highly frequented bus stop
 - Bus stop maintenance will include trash removal, signage repair or replacement, and graffiti removal from bus stop amenities

- Contractor Bus Stop/Shelter Maintenance Staff will be required to respond on a timely manner to immediate needs at a bus stop and/or shelter location
 - Bus stops can at times also necessitate pressure washing of heavily soiled bus stop's concrete slabs

Monitoring: City will review the signed logs (Maintenance staff and General Manager) of completed bus stop maintenance and conduct spot checks.

Shelters

- Shelter Maintenance shall occur not less than every forty-five (45)
 - Shelters will require a wipe-down/washing of shelter and its solar panels at a minimum

Monitoring: City will review the signed logs (Maintenance staff and General Manager) of completed Shelter maintenance and conduct spot checks.

Contractor shall be responsible for cleaning supplies, graffiti removal solutions, trash bags, any portable pressure washer equipment to include water and cleaning solution, tools and hardware necessary for repairing or replacing bus stop signage, kiosk/ kiosk-windows, trash receptacles, in addition to bus washing and detailing equipment and supplies.

c. RouteMatch (CAD and AVL)/Video Equipment/MDTs/two-way radios/Radio Dispatching Stations

Contractor shall notify Corona of issues or failed, RouteMatch (computer aided dispatching (CAD) and automatic vehicle locator (AVL)), video equipment, MDTs and two-way radios, and Radio Dispatching Stations no later than 24 hours, after the issue is discovered.

Monitoring: through reports, driver reports and/or maintenance records evaluations by Contractor staff and City staff, and two-way radio communications monitoring. Monthly management report shall list all equipment or system issues and/or failures. Report is to include date, time, bus number, radio number, MDT number, or dispatching station.

3. Other Standards:

a. Administration.

The standard shall be submitting all required paperwork on time and accurately as set forth under Task 6 as well as all other Tasks.

Monitoring: City staff will verify statistics weekly and monthly through its data reconciliation process.

b. Use of City Vehicle/Equipment.

The standard shall be that all City vehicles/equipment are to be used exclusively for the provision of services under this Agreement; including, but not limited to, compliance with driver reliefs as set forth in Task 4: Vehicle Operations/D. Vehicles.

Monitoring: City spot checks.

c. Emergency Response/Equipment.

The standard shall be to provide immediate personnel response to all emergencies as set forth in Task 4: Vehicle Operations/ B. Accident Protocol.

Monitoring: City's observations of Contractor compliance with Task 4: Vehicle Operations/ B. Accident Protocol Accident/Incident Protocol.

Expectations for Assistance in Local Disasters

In the unlikely event of a local emergency, the City expects Contractor's staff to remain at work and/or report to work as soon as practicable following an emergency. Moreover, the City is a member of a regional mutual assistance agreement. City equipment and Contractor's staff may be temporarily assigned to another regional transportation agency to assist in the event of a disaster.

d. Preventable Accidents.

The total fleet vehicle miles between preventable accidents shall be greater than thirty thousand (30,000) fleet miles; this standard shall be measured monthly.

Monitoring: City staff is to monitor monthly maintenance and specific accident reports.

Task 6: Data Collection/Reporting

1. Dispatch Log

Contractor dispatch staff will create and maintain a Dispatch Log for each day that ADA/DAR and fixed-route services are operated which records the basic services provided (including any interruptions in service) on that day and any and all accidents, incidents, road calls and other unforeseen events which occur and the response taken. This Dispatch Log shall be a computer record and shall be a single record for that Contractor's operations that includes all records kept by individual dispatchers.

On a weekly basis, Contractor shall provide City's designated project contact with an electronic copy of all Dispatch Logs in a format which is compatible with City software (preferably Microsoft Excel.) The original Dispatch Logs or a media disc copy of the month's Logs will be filed and maintained as specified in the Agreement for these services.

Contractor shall have its dispatch staff utilize RouteMatch logs in order to enter operational information.

2. Accident Reporting and Follow Up

In addition to the Accident/Incident Protocol procedures described under Task 4, Contractor shall notify the City in writing and within twenty-four (24) hours of any of the following accident/incidents and shall complete the appropriate form(s) as approved by the City:

- Collision between a vehicle and another vehicle, person or object.
- Passenger accidents, including falls to passengers who are entering, occupying or exiting the vehicle.
- Disturbances, altercations, ejection, fainting, sickness, deaths or assaults.
- Accident the driver witnesses.
- Vandalism to the vehicle while in service.
- Passenger complaints of injury or property or other circumstances likely to result in the filing of claims against the Contractor or City.
- Any passenger, driver and service complaint that arises from an accident.

As stated previously, City's staff is not responsible for emergency response requests by Contractor's drivers. The Contractor should ensure proper follow up on any accidents or incidents, where appropriate, to ensure that any unresolved safety hazards or liability issues are addressed. Copies of reports prepared for any of the above must go to the City's Transportation Planning Supervisor or City's designee. The originals shall be maintained as specified in the Agreement for these services.

Contractor shall also provide a weekly submittal of a summary of incidents accidents (see Task 4: Vehicle Operations/ B. Accident Protocol).

3. Risk Management/Indemnification

When the City receives a claim or lawsuit which is the responsibility of the Contractor, the City's Risk Management Department will send a First Notice of Loss along with the claim or lawsuit to the Contractor. The Contractor must acknowledge receipt and accept tender of claim or lawsuit within five (5) days of receipt of First Notice of Loss. Within the acknowledgement, the Contractor will provide their file number and representative's contact for the loss.

If City does not receive acknowledgement within the specified five days, City's Risk Management Department will send a Second Notice of Loss and the Contractor must respond to second request within five days of receipt of Second

Notice of Loss.

If Contractor does not acknowledge First and/or Second Notice of Loss, the City reserves its rights to seek reimbursement from Contractor for any expenses, costs, fees, and payments (with interest) it must incur by its failure to handle the claim. In addition, Contractor will be subject to penalties described within the Performance Standards Table section of this document.

4. Supervision – Customer Comments

All customer complaints or comments related to any part of the ADA/DAR and fixed-route services performed under this Agreement that are received in Contractor's office shall be fully documented and forwarded to City's contact on an immediate basis. Contractor shall complete a City customer complaint form detailing the incident, investigation and resolution of the complaint. All complaints forwarded by City to Contractor shall be investigated and responded to within three (3) working days. The final decision regarding the validity of the complaint rests with City. The City reserves the right to have the Contractor re-investigate and resolve complaints, and to conduct its own investigation if necessary. The City may also request expedited response within twenty-four (24) hours for complaints that are of a more serious nature or that may involve safety-related issues.

5. Operations Reporting

Information from vehicle operations shall be recorded by the drivers on manifests (trip sheets). The information recorded on this form shall be reviewed by Contractor staff for errors and completeness. Upon verification, the information shall be compared to RouteMatch data and enter any updates on a daily basis into RouteMatch and forwarded to the City on the third business day following each week. The verified trip data shall be available to the City in electronic format and provided weekly or upon request. The complete month's data (comprised of the weekly submittals for that month) shall be submitted with the Monthly Operating Report by the tenth calendar day of the following month. Original manifests must be delivered to City on a weekly basis, on the third business day, with the weekly reports. Use of "white-out" correction fluids or tapes is not allowed. City expects all such reported information to be complete and accurate. Any changes that are determined to be needed after submission to City cannot be made without prior City authorization and the reasons for the change(s) must be fully documented. Failure to provide reports in compliance with these standards may result in assessment of penalties as described in Task 8.

On a monthly basis, and using the above weekly operating data, Contractor shall

prepare a Monthly Operating Report which shall be submitted to the City with the monthly invoice on or before 5 p.m. of the tenth calendar day of the following month. The Monthly Operating Report shall include the monthly operating data indicated above and, at a minimum, the following additional reports:

Operating Data ADA/DAR and Fixed-Route Service:

Operating Data	ADA/Dial-A-	Fixed-
Service date	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle number	<input type="checkbox"/>	<input type="checkbox"/>
Driver's name and number	<input type="checkbox"/>	<input type="checkbox"/>
Line assignment	<input type="checkbox"/>	<input type="checkbox"/>
Bus run number	<input type="checkbox"/>	<input type="checkbox"/>
Bus block number	<input type="checkbox"/>	<input type="checkbox"/>
Clock in time	<input type="checkbox"/>	<input type="checkbox"/>
Pull out time	<input type="checkbox"/>	<input type="checkbox"/>
Pull out odometer reading	<input type="checkbox"/>	<input type="checkbox"/>
In service time	<input type="checkbox"/>	<input type="checkbox"/>
In service odometer reading	<input type="checkbox"/>	<input type="checkbox"/>
Out of service time	<input type="checkbox"/>	<input type="checkbox"/>
Out of service odometer reading	<input type="checkbox"/>	<input type="checkbox"/>
Pull in time	<input type="checkbox"/>	<input type="checkbox"/>
Pull in odometer reading	<input type="checkbox"/>	<input type="checkbox"/>
Clock out time	<input type="checkbox"/>	<input type="checkbox"/>
Fuel start time	<input type="checkbox"/>	<input type="checkbox"/>
Fuel end time	<input type="checkbox"/>	<input type="checkbox"/>
Fuel odometer reading	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Revenue Hours (VRH) by City and County	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Revenue Hours (VRH)	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Revenue Miles (VRM) by City and County	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Revenue Miles (VRM)	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Productivity (Passengers per revenue hour)	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Productivity (Passengers per revenue hour)	<input type="checkbox"/>	<input type="checkbox"/>
Total Vehicle Miles by City and County	<input type="checkbox"/>	<input type="checkbox"/>
Total Vehicle Miles	<input type="checkbox"/>	<input type="checkbox"/>
Deadhead Hours by City and County	<input type="checkbox"/>	<input type="checkbox"/>
Deadhead Hours	<input type="checkbox"/>	<input type="checkbox"/>
Deadhead Miles by City and County	<input type="checkbox"/>	<input type="checkbox"/>
Deadhead Miles	<input type="checkbox"/>	<input type="checkbox"/>
Scheduled Trips (To include late cancels/customer schedule Trips	<input type="checkbox"/>	<input type="checkbox"/>
Total Passengers by City and County, by Fare Type	<input type="checkbox"/>	<input type="checkbox"/>
Total Passengers	<input type="checkbox"/>	<input type="checkbox"/>

No-Shows by City and County	<input type="checkbox"/>	<input type="checkbox"/>
Missed Trips by City and County	<input type="checkbox"/>	<input type="checkbox"/>
Average Ride Time by City and County	<input type="checkbox"/>	<input type="checkbox"/>
On Time Performance by City and County	<input type="checkbox"/>	<input type="checkbox"/>
On Time Performance	<input type="checkbox"/>	<input type="checkbox"/>
All Trip Denials by City and County	<input type="checkbox"/>	<input type="checkbox"/>
Cash Fare Receipts by Day by City and County	<input type="checkbox"/>	<input type="checkbox"/>
Wheelchair/ADA passengers by City and County	<input type="checkbox"/>	<input type="checkbox"/>
Wheelchair/ADA passengers	<input type="checkbox"/>	<input type="checkbox"/>
Dwell Time	<input type="checkbox"/>	<input type="checkbox"/>
Odometer by Vehicle	<input type="checkbox"/>	<input type="checkbox"/>
Peak Vehicle Activity	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Failures by City and County (road calls while	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Failures	<input type="checkbox"/>	<input type="checkbox"/>

Daily Cover Sheet and Weekly/Monthly reports to include at a minimum:

- Total driver hours (clock in to clock out) by route/ADA/DAR Service
- Total vehicle hours (in service and out) by route/ADA/DAR Service
- Total vehicle miles (starting odometer to ending odometer) by route/ADA/DAR Service
- In service hours (in service time to out of service time) by route/ADA/DAR Service
- In service mileage (in service odometer to out of service odometer) by route/ADA/DAR Service
- Deadhead miles by route/ADA/DAR Service (see Attachment 7 NTD Definitions)
- Deadhead hours by route/ADA/DAR Service (see Attachment 7 NTD Definitions)
- Total passengers by route/ADA/DAR Service, by fare type
- Missed service by route
- Missed trips/ADA/DAR
- Trip Denials ADA/DAR Service
- No-Shows ADA/DAR Service
- Call-center/Dispatch Telephone performance statistics
- Cash fares by route/ADA/DAR Service
- Other fare related information by route/ADA/DAR Service
- On Time Performance by route/ADA/DAR Service
- Bus stop/Shelter cleaning report
- Bus Cleaning/Detailing Report
- Preventive Maintenance Inspections
- Peak Vehicle Activity
- Vehicle Failures by Route/Service (roadcalls while in revenue service)

Other operating data:

Monthly roster of all personnel (including drivers' seniority) indicating all FTEs Total Earned Hours Report by employee in compliance with California State Comptroller's office requirements.

Quarterly/annual reports of Drug and Alcohol Testing

The City may request route surveys from contractors to analyze operational performance.

The Monthly Operating Report will be accompanied by the Dispatch Logs for the month just completed. Daily dispatch logs are to be provided (electronically) by 2:00pm every day.

All data collected by the Contractor shall be available upon request for audit and inspection by City. Failure to provide data and information upon request may result in penalties as described in Task 8.

Telecommunications:

Calls Received

Calls answered (Number and % of total received)

Calls abandoned (Number and % of total received)

Average wait time for answered calls (Total, peak/off peak)

Average wait time for abandoned calls (Total, peak/off-peak)

Maximum wait time for answered calls

Maximum wait time for abandoned calls

Average call time (duration)

Average number of agents on duty (Total, peak/off peak)

6. ADA Reporting

Contractor shall submit a monthly report, using City’s format, summarizing ADA ridership, no shows (per Corona’s No-Show Policy), call center/dispatch performance metrics and cancellations, trip denials, missed trips, complaints, on-time performance, and excessive long trips. Customer problems as reported to Contractor, shall be highlighted along with Contractor’s suggested solutions.

7. Maintenance Reporting

CMMS (Computerized Maintenance Management System)

The contractor shall utilize an automated work order system that creates electronic work orders, tracks the work orders and work order history and schedules the Preventive Maintenance Vehicle Inspection (PMVI) program. The system shall be able to collect labor, parts information, and mechanics notes pertaining to each individual job. This system shall have standard reports that allow for trend analysis as it has to do with the maintenance operation. The Contractor shall furnish examples of the system and its reports.

Maintenance Data Collection and Reporting Requirements

The Contractor shall utilize a Shop Work Order form to record the labor, parts and materials required each time preventive maintenance and repairs are performed on a City vehicle. Contractor’s Shop Work Order form shall be

approved by City. This information will be used by the Contractor to maintain and prepare required maintenance reports for submission to the City and shall be retained in the permanent vehicle file for each assigned vehicle. Permanent vehicle files are the property of the City and shall be returned when the vehicle is returned to the City.

The Contractor shall complete and keep records (for the duration of this agreement) of the following reports:

- a. Daily Vehicle Inspection (DVI) Report (including wheelchair lift/ramp failures)
- b. Preventive Maintenance Inspection (PMI) Reports
- c. Shop Work Order
- d. Road Call Report Card (while in Revenue Service; to include miles between mechanical road calls by category per NTD requirements).
- e. Tire Service Report
- f. Vehicle Tire Inventory
- g. Period Summary
- h. Parts Invoice
- i. Fuel usage per month per vehicle
- j. Miles traveled per vehicle, per month

Daily Vehicle Inspection Report - Reports from the drivers showing defects will be a permanent part of the vehicle files. Reports from drivers without defects will be kept for a minimum of thirty (30) days.

PMI Reports, Shop Work Orders, Road Call Report Cards - Copies will be a permanent part of the vehicle files.

All Other Reports - Are not required to be a permanent part of the vehicle files.

A daily vehicle mileage and status report will be emailed to the City's contact.

At the end of each accounting period, the Contractor will summarize all maintenance activity performed during that period. All reports must be ready no later than the third business day after the end of the period for the Maintenance Administrator's review.

A Period Summary Report must be completed by vehicle type. The total miles of each different type of vehicle must be written separately on the report. The grand total miles of all vehicles must be written on the Mileage Traveled portion of the report.

8. National Transit Database (NTD) Reporting

The Federal Transit Administration requires public transit operators to annually report specified operating, performance and vehicle data as a condition of federal funding.

The Contractor shall be required to complete the required NTD forms/information and return them to City along with the monthly reports, as follows:

- Safety and Security data
- Operating data
- Other information that may be determined by the FTA and/or the City.

Additionally, for each completed form, the Contractor shall provide notes detailing the computation of the data provided in the form and copies of source documents used for those computations. The City will provide on when to survey trips (fixed-route and paratransit). All information must be complete and accurate, as a low error ratio is also a requirement of NTD reporting. **For NTD surveys, contractor must provide on board surveyors.**

Contractor to perform NTD Surveys every three years of sample trips as directed by City, Unlinked Passenger Trips Sampling and Average Trip Length shall be conducted as prescribed by applicable NTD Sampling manual or Regulation that is applicable, if required by NTD, Contractor is responsible to hire and compensate surveyors and statisticians to conduct sampling work.

All Contractor is advised to refer to and adhere to the definitions found in Attachment 7 to this Exhibit A (Scope of Work).

9. Ridechecks

RouteMatch system's data will be utilized to support ride checks and verify schedule adherence reporting. The following will be the standard. The Contractor shall complete ridecheck and schedule adherence surveys for the City.

The Contractor will be responsible for surveying each trip on selected routes (as selected by City) for a minimum of seven (7) days, at least three times per fiscal year, or every four months. It will be the Contractor's responsibility to provide a survey sheet to each operator, collect the survey sheets from the operators, and enter the data into a spreadsheet to be provided to the City. The City will provide the Contractor with a bus stop list for each route, and an Excel spreadsheet that can be used as a template for entering the data. The spreadsheet will be used by the City to analyze the ridership and performance of each route by including:

- The average number of boardings and alighting's by route by bus stop;
- The average number of passengers per trip;
- The average length of time between timepoints; and
- The average arrival and departure time at each timepoint.

The City and Contractor shall meet quarterly to coordinate and discuss the route selection prior to implementation of the survey. The Contractor shall submit the ridecheck and schedule adherence surveys in an Excel spreadsheet to the City by the end of the months of October, February, and June, or as further requested by City.

Contractor shall implement a quarterly secret ride program where driver behaviors are monitored, documented and provided to the City.

10. Data Reporting Equipment

For the purpose of expedient transmission of reports, documents and other communications between City and Contractor, Contractor will provide a plain paper facsimile (telefax) machine installed on a dedicated telephone line. This telefax machine will be installed and operational no later than two (2) weeks prior to initiation of services from a Contractor facility and shall be promptly repaired or replaced in the event of equipment failure so that telefax service is reestablished within one (1) business day.

Since the Contractor must track and report maintenance activity including daily vehicle mileage to City electronically, Contractor shall provide at a minimum a phone, modem and computer dedicated to the maintenance program for City vehicles.

11. Accounting

All paratransit and fixed-route service costs incurred in the performance of this Agreement shall be recorded in an account separate from those used for other business activities of the Contractor and shall be available for inspection or audit during normal business hours upon City request.

12. Documentation of Commitment to Advertising and Promotion

Contractor must provide documentation of the hours twenty (20) per month committed towards advertising and promotion. This must be included in the monthly reporting itemizing the activities. See Advertising and Promotion in Section VI Levels of Service & Contract Terms for more details relating to activities.

Task 7: Facilities and Vehicle Maintenance Services

The Contractor will provide ADA/DAR and fixed-route services, from a city owned facility.

The Contractor will provide vehicle maintenance, from its own facility, and be in compliance with the following:

A. Facilities Set-Up

1. Facility Location

ADA/DAR and Fixed-Route Service is operated within Corona and portions of the county and vehicles are dispatched out of a City owned facility located at 735 Public Safety Way, Corona, CA 92882.

Vehicle maintenance facility is the sole responsibility of Contractor and maintenance service is currently operated from a privately lease facility.

There are no restrictions on site location for the Contractor's Maintenance Facility; however, site location will be evaluated as to its overall functionality for maintenance of the City's ADA/DAR and fixed-route service vehicles.

2. Administrative and Clerical Office Space

The City will provide a facility to accommodate the personnel necessary for operating the service and to maintain and keep all necessary paratransit and fixed route data and records.

Contractor shall provide all computers, furnishings and equipment including telephones and telephone service to operate out of the office space. All office furnishings and equipment shall be maintained and kept in good working order, and shall be replaced by Contractor as needed to ensure a professional work environment is maintained.

Segregated, secured space for collection and reconciliation of farebox revenue shall be organized within the facility, including a secured vault/safe shall be provided by Contractor for overnight storage of monies.

Contractor is responsible for hardware, software, and labor necessary to install a video surveillance system to monitor the movement of farebox's vaults, counting fares, and storage of vaults and fares; Corona staff will be consulted to approve and coordinate the installation of the video surveillance system. Contractor will provide access to Corona staff for review of recorded images of video surveillance system. For additional details of the video surveillance

system, refer to Section 5 and 6.

3. Administrative and Clerical Office Space

The City will provide a suitable space to accommodate the Reservations, Scheduling and Dispatch staffs required by the ADA/DAR and Fixed-Route project.

All office furnishings and equipment shall be maintained and kept in good working order, and shall be replaced as needed to ensure a professional work environment is maintained.

4. Parking Facilities

The City will provide parking to accommodate the assigned paratransit and fixed-route vehicles. In addition, the City will allocate parking spaces for Contractors transit operations' staff at 735 Public Safety Way.

The Contractor shall be responsible for providing safe and secured parking for City vehicles at Contractor's maintenance facility.

5. Maintenance Facilities

The Contractor's maintenance facility will have a maintenance area that provides enclosed working bays for performing Preventive Maintenance Inspections and all mechanical repairs on paratransit vehicles. Working bays shall accommodate the entire vehicle within the bay out of direct contact with the elements (wind, rain, etc.) to allow quality maintenance to continue without regard to inclement weather. The current length of a City paratransit vehicle is twenty-five (25) feet and thirty-two (32) feet for fixed-route buses.

The maintenance area shall be equipped with power lifts and/or maintenance pits as to adequately repair vehicles within the maintenance garage bays. The facility shall be kept clean and free of debris and trash.

6. Maintenance, Cleanliness and Safety of Facilities

Contractor shall ensure that all facilities provided in conjunction with this contract are maintained on a regular basis to ensure a safe, professional, hygienic and attractive working environment which is in compliance with all federal, state and local regulations. Vehicle maintenance and shop areas shall be cleaned on a daily basis and shall be thoroughly cleaned once each month at a minimum. Fluid spills will be cleaned upon occurrence. Vehicle storage and yard areas shall be cleaned once a month at a minimum to eliminate any buildup

of oil, grease or dirt.

The Contractor shall comply with all OSHA regulations. The Contractor will be responsible for disposal of any hazardous waste generated by its operation in compliance with all E.P.A. and California Department of Health Services regulations. The Contractor shall comply with the all State Storm Water Runoff Act requirements under the Federal Clean Water Runoff Act.

At the same time that Contractor performs its acceptance inspection requirements for the transitioning vehicles, as provided for in Paragraph 8 of Section VI Transitioning of Contract of the Scope of Work, Contractor shall also conduct an inspection of all facilities provided in conjunction with this contract. Contractor shall determine if any facility is not in compliance with all applicable laws, rules and regulations for which it is responsible under this contract, including, without limitation, those referenced in FP15 of the FTA Clauses. If Contractor identifies a facility that is not in compliance with such applicable laws, rules or regulations, Contractor shall notify the City in writing before the end of the acceptance inspection process. If the City agrees that the facility is not compliance with applicable law, the City shall either correct the violation or the Parties shall document the issue and Contractor shall not be responsible to the extent of such pre-existing condition. The City's determination shall be final. If Contractor does not notify the City in writing before the end of the acceptance inspection process that a facility is not in compliance with such applicable laws, rules or regulations, Contractor shall proceed with its obligations under the contract.

7. Emergency Preparedness

Contractor shall ensure that the maintenance facility is equipped with a backup power system that allows for continued operations in the event of a power failure. System must be sufficient to provide power to all telephones, computers and network services.

In addition, backup power will be supplied to the maintenance/shop area to ensure adequate power is available to keep that area operational. Backup systems are to be on property at all times and fully functional, with regular interval testing (at least once per calendar quarter [three (3) months]), to ensure they are in good working order in the event of an emergency.

B. Shop Tools and Equipment

Contractor is required to provide adequate and appropriate shop equipment and special tools as necessary to perform necessary maintenance and repairs tasks required to meet the City's standards and requirements as described herein.

C. Maintenance Service Requirements

All maintenance and repairs of vehicles shall be in accordance with City specified standards (i.e., in accordance with original manufacturer's specifications), whether performed by the Contractor or authorized subcontractors. Maintenance of City equipment shall be done at a time that will ensure maximum availability of vehicles for service. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles will be available for service during the service day.

The City's Transportation Planning Supervisor or his/her designee may inspect, unannounced or announced, the vehicles at any time either at the Contractor's location, City's Corporation Yard, or while the vehicle is in service.

The Contractor shall maintain vehicles in such a way as to, at all times, protect the City's investment. This requires prompt response to ensure that repairs are done at the point where they will require the least expenditure. Examples of this are:

- Not allowing a reported overheating bus to continue as to avoid severe damage to the engine block/cylinder-head(s)/pistons/scored cylinder walls etc.;
- Repairing an engine miss promptly to avoid a dropped valve or severely scored cylinder wall;
- Routine oil sampling of engines to avoid catastrophic failures; or
- Identifying and responding to trends which affect vehicle reliability.

In addition to the Contractor's maintenance efforts, the City or his/her designee may conduct oil sampling/analysis as a quality assurance measure.

1. Maintenance Training Requirements

The contractor shall have an ongoing training program which shall, at a minimum, include:

- Maintenance Safety Program;
- Annual OSHA training complying with federal and state standards and requirements;
- Brake Training as required by state law; and
- Air conditioning training (when applicable).

2. Red Tagged Vehicles

If, in the opinion of the City, the vehicle does not meet City safety standards as outlined in the Scope of Work, it may be "red tagged." A vehicle that has been "red tagged" shall not go into service and/or shall be immediately removed from service. A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by the Contractor, verified by the City, and signed off by an authorized City staff member before the vehicle is returned to revenue service.

A vehicle that has been removed from service during a pull-out inspection conducted by the City shall be put on hold. If the vehicle is not repaired within a twenty-four (24) hour time period it may be "red tagged." "Red-tagged" vehicles will be subject to specified penalties if placed into passenger service (See Task 8).

If at any time a vehicle does not meet City safety requirements, it shall be "red tagged." The following occurrences may qualify a vehicle for "red tagging:"

- Safety equipment missing (per Vehicle Code requirements);
- Wheelchair lift/ramp inoperative;
- Wheelchair lift/ramp brake interlock inoperative;
- Wheelchair lift/ramp restraints missing/inoperative;
- Tires: cut, flat, worn, embedded objects/bald;
- Passenger door interlock inoperative;
- Headlights out;
- Taillights out;
- Turn signals out or inoperative;
- Horn not working;
- Windshield wipers not working;
- Engine smoking excessively;
- Brake lining too thin;
- Fluid leaks;
- Fuel leaks;
- Air leaks;
- Fire suppression/methane detection deficiencies;
- Coolant leaks;
- Exhaust system leaking or damaged;
- Steering with excessive play;
- Damaged or failed suspension components;
- Loose or missing lug nuts; and
- Any noncompliance with Federal Motor Vehicle Safety Standards and other governing agency safety, vehicle operation regulations.

3. Monthly Pull-Out and Post Inspection

At the time of the monthly pull-out inspections and/or post inspections, the City will rate the Contractor's performance based on CHP Terminal Inspection Requirements. If the Contractor's maintenance performance is substandard, the City will submit, by the end of the next business day, a corrective action plan and time line for compliance based on CHP requirements. Failure to meet the requirements of the corrective action plan and time lines, verified by a follow-up inspection, may result in specified penalties. (See Task 8 Incentives/Penalties)

4. Vehicle Cleanliness, Aesthetics Requirements

To facilitate customer service and improve vehicle life, it is imperative vehicles remain clean and free from body damage (other than minor scratches). If vehicles are inspected by City staff and found non-compliant with vehicle cleanliness/aesthetic requirements, written notice will be served. Vehicles not brought up to standard within thirty (30) days or as otherwise directed by City, shall be subject to specified penalties (see Task 8.)

Daily Vehicle Cleanliness Standards

Vehicle cleaning will be done **on a daily basis** to maintain vehicle cleanliness. The daily cleaning will consist of, at minimum:

1. Clean inside of all windows, removing all dust finger/arm and head prints;
2. Remove all dust from seats, dashboard, interior wheel wells, rails, ledges;
3. Sweep and mop all floor areas;
4. Ensure bus is free of all paper, gum, and debris etc.;
5. Repair all damage seats;
6. Daily removal/repair graffiti;
7. Wash vehicle exterior; ensure windows remain free of spotting; and every calendar quarter [three (3) months], all vehicles shall have interiors completely detailed, including washing all surfaces with disinfectant.

5. Daily Pre-Operation Inspection, Daily Vehicle Inspection Reports

Each driver shall inspect vehicles daily before pulling out of the yard in accordance with state requirements. If there are any defects, the driver must enter the defects

on a Daily Vehicle Inspection (DVI) report, or similar Contractor provided document, as required by the California Vehicle Code. Even if there are no defects, the driver must sign and date the DVI report prior to leaving the yard. DVI's shall remain with the vehicle for the duration of the day and shall be replaced on a daily basis by maintenance personnel.

A vehicle with a DVI showing defects must be inspected and appropriate action taken on items noted on the report. After repairs are performed, the mechanic must sign the DVI report, and the information must be transferred to the Shop Work Order or similar document.

DVI reports showing defects must be dated at the upper right front corner and filed in chronological order for inspection and verification purposes. Once this is completed, the DVI report becomes a permanent record in the vehicle file for that vehicle and must be available for review/inspection at all times.

6. Preventive Maintenance

Preventive maintenance on Service vehicles must be performed in accordance with vehicle manufacturer's recommended Preventive Maintenance Inspection (PMI) intervals, must comply with California Highway Patrol (CHP) terminal inspection requirements and must include a comprehensive Preventive Maintenance Inspection (PMI) program. For paratransit vehicles, PMIs must be performed with maximum three thousand (3,000) mile or forty-five (45) days inspection intervals. For fixed Route vehicles, the PMI must be performed with maximum three thousand (3,000) miles / forty-five (45) day inspection intervals and/or manufacturer's recommended preventive maintenance intervals. Vehicles not in good repair and/or working order, or, having traveled more than three thousand (3,000) miles (+/-) three hundred (300) miles since its last preventive maintenance inspection, shall not be used in service until they are in compliance with City requirements.

The Contractor shall develop a Preventive Maintenance plan and shall maintain records which detail the work performed for each vehicle inspection. These records must be available for review by the City.

PMIs are not repairs; therefore, the labor time for each PMI will be listed separately on the Shop Work Order. The cost of labor for performing PMIs is included as a part of the vehicle service hour charge and will be provided by Contractor at no additional cost to the City.

The Contractor is to use manufacturer-recommended materials when doing any repairs to the vehicles. The lubricants used shall meet or exceed the standards required by the manufacturer.

7. Maintenance Repair Procedures

The Contractor shall perform all necessary and required maintenance and repair work to City-owned vehicles as recommended by the manufacturer. All repairs will be recorded and tracked electronically in a format compatible with City standard operating environment.

Contractor shall be responsible for all costs of preventive and regular maintenance to City and Contractor-supplied vehicles.

Repair or replacement of major mechanical components shall be completed with oversight/input from the City's Transportation Planning Supervisor or her/his designee. Major mechanical components shall be defined as the engine, transmission, and differential. All costs for major component repair/replace are the responsibility of the Contractor.

The responsible person for the Contractor's maintenance program shall review and verify all work performed and labor utilized, and will make sure that all information needed has been entered onto the work order. The Contractor shall ensure that all work orders are readily available for review by the City.

8. Parts and Material

Contractor shall ensure that all mechanical parts and materials meet or exceed O.E.M. specifications.

Fluids, additives, oil, lubricants, refrigerants and software (nuts, bolts, springs, bulbs, etc.) as well as replacement of fire extinguisher, first aid kits, wheelchair securement straps, lap belts, hydraulic pump handles, and lift covers are part of the vehicle's operating costs and will be maintained and/or supplied by Contractor.

9. Vehicle Tires

Tires for the service shall be supplied by the Contractor. It will be the responsibility of the Contractor to ensure that all tires and wheels are properly maintained polishes and/or painted; recaps shall not be utilized on revenue vehicles. New vehicles will not have tires or equipment removed or rotated to other vehicles.

10. Vehicle and Component Warranty Maintenance

Contractor shall be responsible for all warranty work on City vehicles assigned to Contractor and the administration of all warranty paperwork with manufacturer.

Contractor shall obtain manufacturer authorization to perform warranty maintenance or shall transport vehicles at Contractor's cost to an authorized warranty service provider.

11. CHP Terminal Inspections

Every twelve (12) months, a portion of the ADA/DAR fleet will be randomly selected by the California Highway Patrol (CHP) for inspection as part of their annual terminal inspection. The Contractor will be responsible for all repairs made in preparation for the inspection as well as those identified by the CHP inspection. In addition, Contractor shall be responsible for preparation of vehicle and operator records and facility for CHP inspection.

CHP Terminal inspections shall be conducted at Contractor's Maintenance facility and where City buses are routinely maintained, repair, and inspected; Corona staff or its assigned representative should be notified of such inspections and be allowed to partake in the inspection of Corona buses by CHP officers.

Contractor shall ensure that vehicles used in the service of this Agreement meet all applicable State and Federal safety requirements. The certificate indicating inspection has occurred shall be displayed in the vehicles. As certifications are completed, Contractor shall notify City and shall provide a copy of the certification for each vehicle.

In the event Contractor's terminal receives a failing score from the CHP and does not receive a satisfactory or passing score on a reexamination within thirty (30) days of the initial inspection, City may impose penalties as specified in Task 8.

12. Smog Testing

If required by the State of California, City vehicles will be emission tested (smog inspection). Contractor will be responsible for the completion of inspections on all assigned vehicles, shall notify City of the completion of inspections on all assigned vehicles and shall be responsible for the associated expense. A copy of the inspection must be supplied to the City.

13. Inspection Discrepancy Sheets

When Inspection Discrepancy Sheets are submitted to the Contractor by the City, all noted open repair items shall be completed within fourteen (14) days or at the

next PMI, whichever occurs first unless repair item(s) are safety related, for which the vehicle shall not be permitted to re-enter service until completed. The completed discrepancy sheet shall be returned to the City's Transportation Planning Supervisor upon completion. The PMI will be incomplete if items listed on discrepancy sheets are not fixed within the prescribed time period. Upon notification from City of a deficient PMI, any hours operated by a vehicle with an incomplete PMI will not be reimbursed (see Task 8.)

Consideration for long lead time parts will be given by City Transportation Planning Supervisor, and with sufficient documentation to support said lead time, penalty will be waived for non-compliance.

14. Road Calls

In the event of a vehicle failure while in service, scheduled passengers of failed vehicle must be transported as expeditiously as possible. Time is of the essence; Contractor shall develop a plan that results in minimal service disruption to ensure on-time performance. The failed vehicle must be removed from the street within two hours of the request for the road call. Road calls are to be documented in Dispatch and Operations Log including lost service; City personnel are to be notified within ten (10) minutes of each occurrence. Contractor's maintenance support vehicle(s) shall be equipped with push bars to expedite removal from roadway when necessary.

Contractor is responsible and required to dispatch a competent mechanic to the location of vehicle failure as to determine if the vehicle can be safely driven from the location of vehicle failure, or to make a determination if the vehicle's failure requires for the vehicle to be towed.

Competent Contractor's maintenance personnel shall be on duty and ready to respond during all hours of transit operations, to include roll-out support.

15. Road Call – Report of Trouble Card

The Road Call Report card or similar document shall be used each time a mechanic/supervisor responds to a road failure and when a vehicle has to be exchanged or replaced due to a malfunction or a mechanical problem. The mechanic/supervisory personnel attending the road call shall complete the pertinent information on the Road Call Report Card. The card must be signed by the Contractor's General Manager.

A copy of the Report of Trouble card must be filed in the individual vehicle records. Road calls shall be documented, summarized and reported to the City monthly, including all NTD identifiers for reporting purposes.

16. Transportation

Contractor shall be responsible for the movement of vehicles within Riverside County. If repairs, maintenance or warranty are to be performed at locations other than Contractor's premises, Contractor shall provide transportation to and from the repair location and notify City representative of the need to travel outside of the County. Contractor shall also provide transportation of replacement parts from retail outlets.

17. Transition Policy

City owned vehicles are subject to inspection and acceptance upon transition to a new Contractor in accordance with vehicle maintenance standards, as further described in the Scope of Work.

The Incumbent Contractor shall, when transitioning vehicles from its own possession to a new contractor, perform a stringent inspection (including cleanliness and body condition) and shall perform timely repairs which meet the approval of the City's Transportation Planning Supervisor or his/her designee. The new contractor shall conduct an acceptance inspection of the transitioning vehicles before accepting the vehicles. The new contractor, at the expense of the Incumbent Contractor, shall repair remaining discrepancies not completed prior to the transfer. City's Director of Maintenance shall decide any disputes regarding vehicle condition at transfer. If these repairs are not completed within ninety (90) days, all payments due new contractor shall be withheld until all changeover repairs are complete.

Task 8: Incentives/Penalties

Incentives and penalties will be provided in the following categories: on-time performance, missed trips, excessively late trips, customer complaints, telephone response times and maintenance. The Contractor must strive, at all times, to provide service in a manner which maximizes customer service. **Contractors are encouraged to develop other recommended incentives in their proposals for City consideration.** Incentives should be directly related to improved performance, such as cost containment, productivity improvement, enhanced customer service, or some other performance metric that will substantively improve service. Additional incentives and penalties are included in Tables of Incentives and Penalties (Attachment 11).

Before granting incentives or assessing penalties, the City will use the following procedure:

- 1) The City will provide notification to the Contractor of its intent to grant an incentive or to assess a penalty;

- 2) Incentives will be granted once City has completed its review and evaluation of Contractor provided documentation;
- 3) In the case of a penalty, the Contractor will be given an opportunity to demonstrate that the failure could not reasonably have been prevented by the Contractor. Failures caused by actions of City staff, natural disasters, or extreme and unusual weather or traffic conditions (force majeure) will be considered not preventable. Any such claim must be supported by adequate documentation in the Contractor's daily Dispatcher Log.

If the City determines that the failure was not preventable, then the penalty will be waived.

ATTACHMENTS TO ADA/DIAL-A-RIDE AND FIXED ROUTE SCOPE OF WORK

The following Attachments 1-11 are included as separate documents

Attachment 1	Dial-A-Ride Service Area Map
Attachment 2	Corona Dial-A-Ride Brochure
Attachment 3	Corona Cruiser Brochure
Attachment 4	Dial-A-Ride No-Show Policy
Attachment 5	Assigned Vehicles
Attachment 6	MIS Reporting Forms
Attachment 7	NTD Definitions / Dial-A-Ride Glossary of Terms
Attachment 8	Driver Appearance Standards
Attachment 9	Fare Reconciliation Form
Attachment 10	Procedures regarding Accidents and Incidents
Attachment 11	Tables of Additional Incentives and Penalties

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the services within the Terms of this agreement pursuant to RFP 18-006SB Contracted Fixed Route / Corona Dial-A-Ride (Paratransit) Transportation Services.

The Term of the Agreement includes a transition period from July 18, 2018 through August 31, 2018 and a revenue service period from September 1, 2018 through June 30, 2021.

The current Corona Cruiser fixed route schedule is:

	<u>Blue Line</u>	<u>Red Line</u>
Weekdays	6:45 AM - 7:09 PM	7:00 AM - 7:05 PM
Saturday	8:52 AM - 3:50 PM	9:07 AM - 4:15 PM

The current Corona Dial-A-Ride schedule is:

	<u>General Public</u>	<u>ADA Passengers</u>
Weekdays	6:42 AM - 6:00 PM	6:42 AM - 7:09 PM
Saturday	8:52 AM - 4:15 PM	8:52 AM - 4:15 PM

Transit service does not operate on Sundays nor New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The Contractor shall ensure that dispatchers are on duty, answering telephones and dispatch the vehicles from 7:00 AM to 6:00 PM Monday through Friday and from 8:00 AM to 4:00 PM Saturdays, or as necessary to provide appropriate service.

SUPPLEMENT C TO FORM 60

VARIABLE RATE SCHEDULE

PRICING FOR CHANGES IN REVENUE SERVICE HOURS AT 16% OR MORE

<u>+ / - CHANGE IN HOURS</u>	<u>RATE IF INCREASE</u>	<u>RATE IF DECREASE</u>
Year 1		
0 – 15%	\$ 62.75	\$ 62.75
16 – 25%	\$ 60.70	\$ 71.06
26 – 35%	\$ 59.62	\$ 74.49
Year 2		
0 – 15%	\$ 62.69	\$ 62.69
16 – 25%	\$ 60.72	\$ 70.55
26 – 35%	\$ 59.67	\$ 73.79
Year 3		
0 – 15%	\$ 63.31	\$ 63.31
16 – 25%	\$ 61.59	\$ 71.10
26 – 35%	\$ 60.53	\$ 74.28
Year 4		
0 – 15%	\$ 63.58	\$ 63.58
16 – 25%	\$ 62.16	\$ 71.07
26 – 35%	\$ 61.13	\$ 74.05
Year 5		
0 – 15%	\$ 64.48	\$ 64.48
16 – 25%	\$ 63.35	\$ 71.87
26 – 35%	\$ 62.32	\$ 74.75

**EXHIBIT “D”
FEDERAL REQUIREMENTS**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

FEDERAL CLAUSES

This solicitation and the Agreement to be awarded are subject to the following Federal requirements. These requirements shall govern over any inconsistent provisions otherwise contained in the Instructions to Proposers and General Terms and Conditions, and the Agreement to be entered into, provided any such federal requirement is determined to apply to the product or service to be provided, or in the context under which it was written. The term “Contractor”, as may be used in these requirements shall mean and include, as the context permits or requires (third party contractors, and their subcontractors and sub-agreements at every tier), Proposers and any successful Proposer.

FP.1 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The successful Proposer shall not perform any act, fail to perform any act, or refuse to comply with any City of Corona requests which would cause the City to be in violation of FTA terms and conditions.

Flowdown: Flows down appropriately to each applicable changed requirement.

FP.2 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- a. The City and successful Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the City, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.
- b. The successful Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Applicability to Contracts: Applicable to all contracts

Flowdown: Not required by statute or regulation for either primary Contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

FP.3 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- c. The successful Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the successful Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, the successful Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the successful Proposer to the extent the Federal Government deems appropriate.
- d. The successful Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the successful Proposer, to the extent the Federal Government deems appropriate.
- e. The successful Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Applicability to Contracts: Applicable to all contracts

Flowdown: To Contractors and subcontractors who make, present, or submit covered claims and statements.

FP.4 ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to the Agreement:

Where the City is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the successful Proposer agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the successful Proposer, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Successful Proposer also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives, including any PMO successful Proposer, access to successful Proposer's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto

Applicability to Contracts: Applicable to all contracts

FP.5 CHANGES TO FEDERAL REQUIREMENTS

The successful Proposer shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between the City and FTA, as they may be amended or promulgated from time to time during the term of the Agreement. Successful Proposer's failure to so comply shall constitute a material breach of the Agreement. Any proposed change in this contract shall be submitted to the City for approval.

Applicability to Contracts: Applicable to all contracts

FP.6 CIVIL RIGHTS (TITLE VI, EEO, ADA)

The following requirements apply to the underlying Agreement:

Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the successful Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the successful Proposer agrees to comply with applicable

Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Agreement:

- a. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and the Federal Transit Laws at 49 U.S.C. § 5332, the successful Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The successful Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the successful Proposer agrees to comply with any implementing requirements FTA may issue.
- b. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the successful Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the successful Proposer agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the successful Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 Part 1630, pertaining to employment of persons with disabilities. In addition, the successful Proposer agrees to comply with any implementing requirements FTA may issue.

The successful Proposer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Applicability to Contracts: Applicable to all contracts

Flowdown: To all third party Contractors and their contracts at every tier.

FP.7 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Policy: It is the policy of the Department of Transportation and the City of Corona that Disadvantaged Business Enterprises (“DBE”) as defined in 49 CFR part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirement of 49 CFR applies to this Agreement.

DBE Obligation: Contractor agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all Recipients or Contractors shall take all necessary and reasonable steps in accordance with the regulations to ensure that

DBE’s have the maximum opportunity to compete for and perform contracts. Recipients and their Contractors shall not discriminate on the basis of race, color, national origin religion, age, sex, or disability, in the award and performance of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of the contract or such other remedy the City deems appropriate.

DBE Requirements: The contractor must include with its proposal the following information:

1. Names and addresses of DBE firms that will participate in the contract.
2. A description of the work that each DBE will perform.
3. The dollar amount of the participation of each DBE firm’s participation.
4. Written, signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract-anticipated level of participation; and
5. Written and signed confirmation from the DBE that it is a participant in the contract as provided in the prime Contractor’s commitment.

Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the City of Corona. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City of Corona. This clause applies to both DBE and non-DBE subcontracts. For Public Works projects, the payment shall occur no later than 7 days after payment to the prime contractor.

Applicability to Contracts: Requirement applies to FTA recipient, subrecipient and to all contracts.

Flowdown: To all third party Contractors and their contracts at every tier.

FP.8 TERMINATION

Termination for Convenience

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Applicability to Contracts: Requirement apply to all contracts addressing termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flowdown: Requirement extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

FP. NON-COLLUSION

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder and no effort has been made to fix the bid price of any bidder or to fix any overhead, profit or cost element of any bid price.

FP.9 DEBARMENT/SUSPENSION

The prospective lower tier participant certifies, by submission of its Proposal that neither it nor its “principals” [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to its Proposal.

The successful Proposer shall provide the City with certification addressing its debarment and suspension status and that of its principals. The successful Proposer shall promptly inform the City of any change in the suspension or debarment status of the successful Proposer or its principals during the term of the Agreement.

Applicability to Contracts: Executive Order 12549 as implemented by 49 CFR, Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally assisted contracts. As part of their applications each year, recipients are required to submit a certifications to the effect that they will not enter into contracts over \$100,000 (one hundred thousand dollars) with suspended or debarred Contractors and that they will require their Contractors (and their subcontractors) to make the same certification to them.

Flowdown: Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000 (one hundred thousand dollars). Thus, the terms “lower-tier covered participant” and “lower tier covered transaction” include both Contractors and subcontractors and contracts and subcontracts over \$100,000. The certification and instruction language is contained in 29CFR Part 29, Appendix B, and must be included in RFP’s and RFP’s (for inclusion by Contractors and subcontractors in their RFP’s and RFP’s) for all contracts over \$100,000 (one hundred thousand dollars), regardless of the type of contract to be awarded; Certification Regarding Debarment, Suspension, and other Responsibility Matters – Lower Tier Covered Transactions (Third Party Contracts over \$100,000).

FP.10 BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than

\$100,000) made with capital, operating or planning funds. Separate requirements for buses are set out at 5323(j) (2) (C) and 49 CFR 661.11. Buses not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (attached) with all bids on FTA-funded contract, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Applicability to Contract: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flowdown: The Buy America requirements flow down from FTA recipients and subrecipients to first tier Contractors, who are responsible for ensuring that lower tier Contractors and subcontractors are in compliance.

FP.11 RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's City Manager. This decision will be final and conclusive unless within ten days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

FP.12 RESTRICTIONS ON LOBBYING AND CONTRACTS

During the period beginning on the date of the issuance of this Request for Proposal and ending on the date of selection of the successful Proposer, no person (or entity) submitting a Proposal in response to this Request for Proposal, nor any officer, employee, representative, agent, or consultant representing such a person (or entity) shall contact through any means or engage in any discussion concerning the award of the contract with any member of the City Council of the City or his/her personal staff. Any such contact shall be grounds for the disqualification of the Proposer.

During the period beginning on the date of the issuance of this Request for Proposal and ending on the date of selection of the successful Proposer, each person or entity described above shall limit his/her communication with the City staff to the

written clarification and amendment process described herein.

Any entity which submits a Proposal for a contract award with a potential value of one hundred thousand dollars (\$100,000) or more is required to file the certification regarding lobbying. Such certification, in effect provides a certification to the City that the potential successful Proposer will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract covered by 31 USC 1352. All Proposers are required to complete and submit to the City the certification form entitled "Certification of Restrictions on Lobbying" whether or not any lobbying effort took place. If any Proposer did engage in lobbying activities utilizing non-federal funds in connection with obtaining the award of this contract, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to the City.

Applicability to Contracts: Lobbying requirements apply to Construction, Architectural and Engineering (A&E), Acquisition of Rolling Stock, Professional Services, Operational Service and Turnkey Contracts.

Flowdown: Requires the maximum flowdown, pursuant to Byrd Anti-Lobbying Amendment 31 U.S.C. §1352(b) 5 and 49 CFR, part 19, Appendix A, Section 7.

FP.13 CLEAN AIR

The successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq. The successful Proposer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The successful Proposer further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Applicability to Contract: Requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flowdown: Requirements flow down to all subcontracts which exceed \$100,000.

FP.14 CLEAN WATER

The successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The successful Proposer agrees to report each

violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The successful Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Applicability to Contract: Applies to each contract and subcontract which exceeds \$100,000.

Flowdown: Requirements flow down to FTA recipients and subrecipients at every tier.

FP.15 ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS

The Contractor recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, 42 U.S.C 4331 et seq; the Clean Air Act, as amended, 42 USC 7401 et seq., and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC 6901 et seq.; and the Comprehensive USC 9601 et seq. The Contractor also recognizes that the Environmental Protection Agency (EPA), the Federal Highway Administration (FHWA) and other agencies of the Federal Government has issued and are expected in the future to issue requirements in the form of regulations, guidelines, standards, orders, or other directives that may affect the project.

Accordingly, the Contractor agrees to adhere to, and impose on its subrecipients, any such Federal requirements as the Government may now or in the future promulgate. Listed below are requirements of particular concern to the FTA. The Contractor expressly understands that this list does not constitute the Contractor's entire obligation to meet Federal requirements.

Environmental Protection – To the extent applicable, the Contractor agrees to comply with the requirements of the national Environmental Policy Act of 1969, as amended USC4321 et seq.; Section 14 of the Federal Transit Act, as amended, 49 USC app 1610; the Council on Environmental Quality Regulations, 40 CFR Part 1500 et seq.; and the joint FHWA/FTA regulations, “Environmental Impact and Related Procedures”, at 23 CFR Part 771 and 49 CFR Part 622.

Air Pollution – The Contractor agrees to comply with the joint FHWA/FTA regulations, “Air Quality Conformity and Priority Procedures for Use in Federal-Aid

Highway” and 49 CFR Part 623. The Contractor agrees to obtain satisfactory assurances that any facilities or equipment acquired, constructed, or improved as a part of the project are or will be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: “Control of Air Pollution from Motor Vehicles and Motor Vehicle Engineers”, 40 CFR Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engineers: Certification and Test Procedures”, 40 CFR Part 86; and “Fuel Economy of Motor Vehicles”, 40 CFR Part 600, in accordance with applicable Federally approved State Implementation Plan(s) (in particular, the Transportation Control Measures), and in accordance with applicable Federal regulations, directives and other standards.

Energy Conservation – The Contractor and subcontractors agree to comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act.

Should the proposed project produce adverse environmental effects, the Contractor agrees to take all responsible steps to minimize such effects pursuant to 49 USC app. 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. The Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreements, and statements required by 49 USC 303) and with any conditions imposed by the Government as part of a finding of no significant impact or a record of decision, all such mitigation measures are incorporated in and made part of this agreement by reference. If some or all mitigation measures are deferred, as soon as the Government and the Recipient agree on those measures, those agreed-upon measures will be incorporated into this Agreement. Such mitigation measures may not be modified or withdrawn without the express written approval of the Government.

Applicability to Contracts: Energy Conservation requirements are applicable to all contracts.

Flowdown: These requirements extend to all third-party Contractors at every tier.

FP.16 CARGO PREFERENCE

The Contractor agrees: a. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels; b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working

days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the FTA recipient (through the Contractor in the case of a subcontractors' bill-of-lading) c. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Applicability to Contract: Requirements apply to all contracts involving equipment, materials or commodities which may be transported by ocean vessels with the exception of purchases under \$2500, when the requirements do not apply.

Flowdown: Requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

FP.17 FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Applicability to Contract: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flowdown: Requirements flow down from FTA recipients and subrecipients to

first tier Contractors, who are responsible for ensuring that lower tier Contractors and subcontractors are in compliance, with the exception of purchases under \$2500, when the requirements do not apply.

FP.18 CONTRACT WORK HOURS & SAFETY STANDARDS ACT

Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Works Hours and Safety Standards Act, 40 U.S.C.A. §§ 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:

Overtime Requirements – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation, Liability for Unpaid Wages; Liquidated Damages – In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages – The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts – The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in this Section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the

clauses set forth in this Section.

Payrolls and basic records – The records to be maintained hereinabove shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by the City and U.S. Department of Labor. The Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

Applicable to Contracts: The Act applies to City of Norwalk contracts and subcontracts that “at least or partly are financed by a loan or grant from the Federal Government. “(40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6)). The Act applies to any construction contract or, in very limited circumstances, non-construction project that employs “laborers or mechanics on a public work.” Over \$100,000. Rail car and bus procurements are not included because they are deemed “commercial items”. (40 USC 3707, 41 USC 403 (12).)

FP.19 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

U.S. Department of Labor (DOL) Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract. To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b) and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient’s project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.

Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Applicability to Contract: Requirements apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

Flowdown: Requirement applicable to all contracts and subcontracts at every tier.

FP.20 CHARTER BUS OPERATIONS

The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

Applicability to Contract: Requirements apply to contracts for operating public transportation service.

Flowdown: Requirement flow down from FTA recipients and subrecipients to first tier service contractors.

FP.21 SCHOOL BUS OPERATIONS

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Applicability to Contract: Requirements apply to contracts for operating public transportation service.

Flowdown: Requirement flow down from FTA recipients and subrecipients to first tier service contractors.

FP.22 DRUG & ALCOHOL MISUSE AND TESTING

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations or, the Cooperative Alliance for Regional Transportation, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 and to submit applicable Management Information System (MIS) reports to the City before March 15. **To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.** The Contractor agrees further to annually submit a copy of the Policy Statement developed to implement its drug and alcohol testing program.

Applicability to Contract: Requirements apply to Third party contractors who perform safety-sensitive functions must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- a. Operating a revenue service vehicle, including when not in revenue service;
- b. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- c. Controlling dispatch or movement of a revenue service vehicle;
- d. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
- e. Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

Flowdown: Requirement flow down to all third-party contractors at every tier who perform a safety-sensitive function for the FTA recipient or subrecipient.

FP.23 RECYCLED PRODUCTS

Contractor shall use, to the extent practicable and economically feasible, products

and services that conserve natural resources and protect the environment and are energy efficient. Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurements of the items designated in Subpart B of 40 CFR Part 247.

Applicability to Contracts: Applicable to all contracts for items designated by the EPA, when the Contractor procures \$10,000 or more of these items during the fiscal year or has procured \$10,000 or more of the item in the previous fiscal year, using Federal funds.

Flowdown: Extends to all third-party Contractors and their contracts at every tier and subrecipients and their sub-agreements at every tier.

FP.24 FEDERAL STANDARDS

As a recipient of Federal funds through the City of Corona, the successful Proposer agrees to comply with FTA Circular 4220.1F, "Third Party Contracting Requirements," including any revision or replacement thereof, and applicable Federal regulations or requirements, including FTA third party contracting regulations when promulgated. The FTA Best Practices Procurement Manual provides additional procurement guidance. Nevertheless, successful Proposer should be aware that the FTA Best Practices Procurement Manual is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

Applicability to Contracts: Applicable to all turnkey, rolling stock and operational contracts.

Flowdown: The disclaimer has unlimited flowdown.

FP.25 PRIVACY ACT REQUIREMENTS

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C §552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Applicability to Contracts: The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract when the grantee maintains files on drug and alcohol enforcement activities for FTA when those files are organized so that information could be retrieved by personal identifier. The requirements do not apply to micro-purchases under \$3,000.

Flowdown: The Privacy Act requirements flow down to each third-party Contractor and their contracts at every tier.

FP.26 SAFE OPERATION OF MOTOR VEHICLES

The Contractor agrees to comply with the following:

Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Applicability to Contract: Requirements apply to all federally funded third party contracts.

Flowdown: Requirement flow down to all third party contractors and their contracts at every tier.

FP.27 STATE AND LOCAL LAW DISCLAIMER

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.