

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH TRANSPORTATION MANAGEMENT & DESIGN, INC.
(COMPREHENSIVE OPERATIONS ANALYSIS CONSULTING SERVICES FOR
CITY'S FIXED ROUTE AND DEMAND RESPONSE/PARATRANSIT SERVICE)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, _____ (“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 Transportation Management & Design, Inc. a California Corporation with its principal place of business at 2701 Loker Ave. W. Suite 110, Carlsbad, CA 92010 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Operations Analysis of Transit Services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the consulting services for comprehensive operations analysis for the City’s fixed route and demand response/paratransit service project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant 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 Operations Analysis of Transit 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 December 15, 2021 to June 30, 2022 (“Term”), unless earlier terminated as provided herein. Consultant 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 3.6.8 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 Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant 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 Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant 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. Consultant 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. Consultant 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. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant 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 Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the

Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: China Langer, Project Director, Ron Kilcoyne, Project Manager, Tiiki Tysen, Senior GIS, Bobbi Duley, Graphic Designer.

3.2.5 City's Representative. The City hereby designates Sudesh Paul, 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 Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates China Langer, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant'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.

3.2.7 Coordination of Services. Consultant 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.

3.2.8 Standard of Care; Performance of Employees. Consultant 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. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants 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, Consultant 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 Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants 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 Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant 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. Consultant shall be liable

for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant 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; Consultant. By executing this Agreement, Consultant 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 Consultant. Consultant 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. Consultant 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. Consultant 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 Consultant'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, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants 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 Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants 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 Consultant 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, Consultant 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. Consultant 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. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant 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, Consultant 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. Consultant 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 Consultant, its subconsultants, or others for whom Consultant 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 Consultant commences any Services under this Agreement, Consultant 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. Consultant 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 Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants 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 Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers'*

Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 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 twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (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.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate minimum; per claim.

3.2.10.4 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 Consultant, 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 Consultant'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 Consultant.

(C) All Coverages. If Consultant 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 Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant 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 Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant’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 Consultant. Consultant 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. Consultant 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 Consultant. Consultant 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.

3.2.10.6 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, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 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 Consultant 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.

3.2.10.8 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.

3.2.10.9 Verification of Coverage. Consultant 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

Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 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. Consultant 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 Consultant 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 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant 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. Consultant 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. Consultant 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 Ninety Nine Thousand Nine Hundred and Forty Dollars (\$99,940.00) (“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. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. 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. Consultant 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 Consultant 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. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Consultant 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 Consultant and its subconsultants 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, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants 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 consultant or subconsultant 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. Consultant 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 Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant 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, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant 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.

3.3.6 Apprenticeable Crafts. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant 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 Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant 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 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense

any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 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:

Consultant:

Transportation Management & Design, Inc.
2701 Loker Ave. W, Suite 110
Carlsbad, CA 92010
Attn: China Langer

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Sudesh Paul Community Services Department

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.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant 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 Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant'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 Consultant. Consultant'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, officials officers, employees, agents, or volunteers.

3.6.3 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, Consultant 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 Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant 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. Consultant 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 subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 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 Consultant include all personnel, employees, agents, and subconsultants of Consultant, 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.

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

3.6.9 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.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 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.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants 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.

3.6.13 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.

3.6.14 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.

3.6.15 Authority to Enter Agreement. Consultant 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.

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

3.6.17 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.

3.6.18 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Consultant 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
PROFESSIONAL SERVICES AGREEMENT
WITH TRANSPORTATION MANAGEMENT & DESIGN, INC.
(COMPREHENSIVE OPERATIONS ANALYSIS CONSULTING SERVICES FOR
CITY'S FIXED ROUTE AND DEMAND RESPONSE/PARATRANSIT SERVICE)**

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

CITY OF CORONA

By: _____
Anne Turner
Community Services Director

Reviewed By: _____
Sudesh Paul
Transportation Planning Supervisor

Reviewed By: _____
Cynthia Lara
Administrative Services Manager II

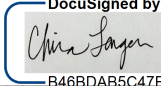
Attest:

Sylvia Edwards
City Clerk

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH TRANSPORTATION MANAGEMENT & DESIGN, INC.
(COMPREHENSIVE OPERATIONS ANALYSIS CONSULTING SERVICES FOR
CITY'S FIXED ROUTE AND DEMAND RESPONSE/PARATRANSIT SERVICE)

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

TRANSPORTATION MANAGEMENT & DESIGN, INC
A CALIFORNIA CORPORATION

By: 
B46BDAB5C47E4B3
China Langer
President

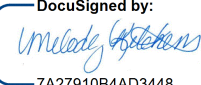
By: 
7A27910B4AD3448
Melody Kitchens
Secretary/Treasurer

EXHIBIT “A” SCOPE OF SERVICES

Consultant 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 necessary for the Project (“Services”). The Services are more particularly described in this Exhibit “A”

The City of Corona is seeking proposals to obtain the services of a qualified Consultant team to perform an operational analysis of the Corona Cruiser Fixed Route service and the Corona Dial-A-Ride (Demand Response/Paratransit) Service and conduct a Customer Satisfaction survey for the City of Corona. The primary objective of the CCTS Comprehensive Operational Analysis (COA)/Study is to develop a plan that will enhance the efficiency and effectiveness of CCTS existing transit services while responding to the changing demands for transit throughout its service area and to provide recommendations for service improvements for a period of one (1) to ten (10) years (recommendations should be arranged from immediate on-year, short-term to Long-term (end-of-plan).

Corona is a suburban community located ~45 miles southeast of Los Angeles in western Riverside County, it is situated between two major freeways, and is approximately 39.986¹ square miles in area. The population is over 166,972², with the estimated median household income at \$83,752³. Within the City limits there are 43 parks, 28 elementary and middle schools, 5 high schools, two Metrolink Train Stations and Corona Transit Center (owned and operated by Riverside Transit Agency).

System History & Background

City of Corona Transit Service (CCTS) provides both fixed-route, the Corona Cruiser and Dial-A-Ride (DAR) services. DAR service began in 1977, while the Corona Cruiser commenced in 2001. The Corona Cruiser existing route alignment dates back to 2004 and it has experience minor re-alignments since 2004. The City contracts with the private sector to provide a turn-key transit operation. MV Transportation is the current operating contractor.

Fixed-Route Corona Cruiser Services

CCTS operates the Cruiser along two fixed routes – the Blue Line and Red Line. The Cruiser schedule is as follows:

	<u>Blue Line</u>	<u>Red Line</u>
Monday – Friday	6:30 a.m. – 7:09 p.m.	6:30 a.m. – 7:05 p.m.
Saturday	8:52 a.m. – 3:50 p.m.	9:00 a.m. – 5:09 p.m.
Sunday	no service	no service

¹ https://www2.census.gov/geo/docs/maps-data/data/gazetteer/2019_Gazetteer/2019_gaz_place_06.txt

² <https://data.census.gov/cedsci/profile?g=1600000US0616350>

³ <https://data.census.gov/cedsci/profile?g=1600000US0616350>

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The Cruiser does not operate on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. See Attachment A for fixed Route Map and Schedule.

Blue Line Description

The Blue Line serves the McKinley Street retail area, then travels on to Magnolia Avenue and Main Street to the River Road area. This route passes by many trip generators such as hospitals, medical facilities, schools, public service agencies, library, civic center, and commercial/retail areas. In addition, this route serves the following schools of Centennial H.S., Corona Fundamental Intermediate School, and Lee Pollard H.S. This route also serves the unincorporated area of Home Gardens. The Blue Line operates with a frequency of 60-67 minutes.

Red Line Description

The Red Line connects the residential areas of central Corona with commercial areas along Sixth Street and the Ontario Avenue/California Avenue retail area. The Red Line also covers South Corona along Ontario Avenue/Temescal Canyon Road to serve the county area of El Cerrito, The Crossings shopping complex at Cajalco Road/Temescal Canyon Road. This route serves the following schools of Centennial H.S., Corona H.S. and El Cerrito Middle School, Corona Library, Circle City Community Center, and Corona Transit Center/North Main Corona Metrolink Station on selected AM & PM trips). The service is extended to The Shops at Dos Lagos on Saturdays. The Red Line operates with a frequency of 50-66 minutes.

Refer to Attachment "A" for the Corona Cruiser route alignments and current schedules.

Corona Dial-A-Ride – Demand Response/Paratransit

The City's Dial-A-Ride (DAR) is a specialized demand responsive and ADA complementary paratransit service. Prior to January 2, 2018, Dial-A-Ride served the general public. Currently DAR service is available to seniors (60 and older), persons with disabilities, and individuals certified for complementary paratransit service under the Americans with Disabilities Act (ADA). The days and hours of operation for the ADA service are the same as the fixed-route system. See Attachment B for DAR Brochure and service map.

Reservations for DAR service can be made from one to fourteen days in advance; however, same day service may be accommodated if space is available. Dial-A-Ride provides curb-to-curb service throughout the City of Corona and neighboring county areas of Coronita, El Cerrito, and Home Gardens as well as satellite locations in the City of Norco (Department of Motor Vehicles, Department of Public Social Services, Norco College, Brunswick Classic Lanes, and Target). Door-to-door assistance for ADA certified passengers is available upon request.

PROJECT OVERVIEW

The purpose of this RFP is to obtain the services of a qualified Consultant team to perform the following:

- Operations Analysis of City of Corona’s Transit Service (fixed-route and demand responsive),
- Conduct a service Customer Satisfaction Survey, and
- Conduct a Sampling Procedure for Obtaining Fixed Route Operating Data Required Under the Section 15 Reporting System per current FTA requirements (fixed-route and demand responsive).

The goal of the Analysis is to evaluate strengths and weaknesses of the current transit operations and then develop a Plan for the City of Corona a plan that will enhance the efficiency and effectiveness of CCTS existing transit services while responding to the changing demands for transit throughout its service area and to provide recommendations for service improvements that will range from for a short term period of one (1) to five (5) years and long term period of five (5) to ten (10) years.

COA Study Process overview:

1. Data Collection
 - a. Ridership
 - b. On-time Performance
 - c. Customer satisfaction
 - d. Effectiveness of routes alignments
 - e. Service schedules
 - f. Existing dissemination of transit information
2. Analyze Transit Market Conditions (present and future)
 - a. Develop future service recommendations
 - b. Develop a strategic plan to improve CCTS service and its network
3. Develop a 10-year Plan for suggested network and expansion improvements
4. Collect input from the Public and Stakeholders for the 10-year plan
5. Update 10-year Plan to reflect the public’s input and comments
6. Present Final 10-year Plan to Corona’s City Council

The study shall analyze the existing service and from the study findings provide the City of Corona guidance with a strategic 10-year Plan in the following areas:

1. Develop a plan that will provide recommendations to ensure a transit service network that will meet Corona’s community mobility and transit needs and that will allow for the system to better connect to regional transit systems while maintaining a guiding principle of sustainability.
2. For fixed route services, recommendations for the City of Corona Transit Service (CCTS) for future service expansion and/or restructuring of its existing bus services which will consider the following at a minimum:
 - a. Transit mobility demand;
 - b. Access to transit service;
 - c. Route alignment should be optimized to better serve trip generator facilities and neighborhoods;
 - d. Residential and economic growth in the service area;
 - e. Improving mobility for residents in the Disadvantaged Communities;

- f. Existing travel patterns of riders and non-riders to provide the best possible fit of public transit as an alternative to the automobile to mitigate the increasing congestion in the service area;
 - g. Potential for restructuring the fixed route service to encompass the following:
 - i. Extend transit service to areas not currently served by CCTS service;
 - ii. Bus stop consolidation/bus stop skipping;
 - iii. Improve transit service frequency;
 - iv. Modifying route alignments;
 - v. Splitting the routes; and
 - vi. Extending Redline to Dos Lagos on weekdays and/or during holidays/summer.
 - h. Potential expansion or restructuring of service area to provide improved inter-city integration and improved interconnectivity Riverside Transit Agency and Metrolink service plan, along with expansion into adjacent neighborhoods;
 - i. Impact of RTA's recent and planned service expansions;
 - j. Evaluation of land use and employment access;
 - k. Propose COVID-19 pandemic system recovery plan; and
 - l. Develop a list of innovative technologies aimed at improving the planning, managing, and service delivery as to improve service effectiveness and efficiency.
3. For Demand Response/Paratransit Dial-A-Ride, recommendations for CCTS summarizing and evaluating the service according to:
- a. Rider and trip eligibility including services offered beyond the required ADA mandated levels of services;
 - b. Service performance/characteristics
 - i. Passengers, revenue hours/miles, vehicles hours/miles, by weekday and Saturday.
 - ii. Peak/off-peak ridership demand by passenger classification.
 - iii. Cost effectiveness (per passenger, per revenue hour, per mile per vehicle trip and vehicle revenue mile/hour; subsidy per passenger, and farebox recovery).
 - iv. Trip purpose, e.g., shopping, medical, entertainment, etc.
 - c. Geographic service areas, demand by aggregate area (city district and county areas served, e.g., Coronita, El Cerrito, Home Gardens, and City of Norco);
 - d. Fare structure and trip policies;
 - e. Determine trends, deficiencies and opportunities and other issues related to providing demand responsive service including current levels of passenger satisfaction.
 - i. Demand for future Sunday service.
 - f. Explore alternative transit options to include the following:
 - i. Micro transit integration;
 - ii. Service to the Disadvantaged Communities with low to no-fare option;

- iii. Reverting service back to general public Dial-A-Ride/Paratransit (Corona currently operates specialized demand responsive service for seniors and persons with disabilities.
 - 1. Review cost implication, demand, fare structure for each proposed alternative transit option.
- g. Evaluate current Computer-Aided Scheduling and Dispatch System and develop a list of innovative technologies aimed at improving planning, managing and service delivery.

The results of the customer satisfaction survey shall be considered to identify perceived strengths and weaknesses of the transit service currently provided, and to serve as a foundation for developing customer service policies to improve service quality. The survey results will also be used to identify appropriate strategies to improve customer information and/or increase CCTS' market penetration.

PROJECT OBJECTIVES

1. Conduct a complete statistical analysis of ridership, passenger load, productivity, on-time performance, revenue service encompassing miles and hours, fare revenues, subsidy per passenger, and overall performance of existing service.
2. The evaluation shall provide a data-driven understanding of the existing transit system's performance in terms of ridership, efficiency, effectiveness, and reliability.
3. Identify strengths and weaknesses of existing bus service (fixed-route and demand responsive).
4. Propose revisions to route alignments and schedules to meet the needs of current and potential transit users which maximize the operating effectiveness and efficiency in the allocation of resources. Include recommendations to address immediate needs.
5. Assess on-time performance; identify routes by time of day where on-time performance falls below 95%. For fixed route service, CCTS defines on-time performance (OTP) as buses departing from a scheduled stop shall depart with zero minutes early and it is considered a late departure when the bus leaves a scheduled stop after five (5) minutes from a scheduled bus stop (time point). For DAR service, CCTS defines OTP as pick-up within the +/-15-minute tolerance window or drop-off by 0 minutes late and 30 minutes before.
 - a. Analyze the current City's traffic patterns/congestion and industry standards and include recommendations for recovery time as to meet the ideal OTP target for CCTS fixed route and DAR service.
6. Analyze current travel patterns of transit users to enable CCTS to provide the best possible fit of transit service to rider needs with an aim to become a viable alternative to the single-occupant vehicle trips and to meet unmet transit needs in Corona.
7. Develop a strategic plan that includes a short-term (1-5-year) and long-term (5-10 year) phased plan detailing routes and service frequencies necessary to meet anticipated growth in the service area taking into account the multi-modal integration of bus, rail, single occupant vehicles and bicycles.
8. Deduce recommendations from the study data to improve productivity (passengers/hour).

9. The analysis should include a sampling for passenger mile data for fixed route and demand response service to meet Federal Transit Administration's (FTA, Sampling Procedures for Obtaining Operating Data Required Under the Section 15 Reporting System) requirements for minimum statistical standards as per Applicable FTA Circular at time of sampling.
 - a. For obtaining annual data on unlinked passenger trips (UPT) and passenger miles traveled (PMT) for the National Transit Database (NTD) through random sampling according to the requirements in the current NTD Reporting Manual.

Portions of the results of the customer satisfaction survey will be used to help develop strategies develop a transit marketing plan and to disseminate effective customer information.

WORK TASKS

The information being sought by the City of Corona Transit Service will require the accomplishment of twelve (12) major tasks identified below. Each of the tasks will require the Consultant to:

- Develop a research design which will produce valid and reliable data.
- Develop data collection procedures and forms.
- Conduct a passenger survey
- Conduct field surveys (route alignments, bus stops and related amenities).
- Aggregate data to permit cross-tabulations and other calculations for route-by-route and demand response analysis.
- Summarize and report findings in report form and graphically where possible.

1. *Ridership Count*

- a) A complete survey (100% count) of fixed route passenger boarding and alighting for each route shall be conducted for all weekday and Saturday service. Daily linked and unlinked ridership should be included.
- b) On-Off counts to include load factors, maximum load points, passenger miles by time of day, and average trip length in miles and minutes. All trips or portions of trips exceeding 100% of seating capacity shall be identified and evaluated. The peak loading points as well as the severity and duration of the overcrowding will also be identified.
 - a. Passenger load profile by route, time, and location.

2. *On-time performance*

Fixed Route Service - The Consultant must evaluate on-time performance as per published schedule and identify bus runs and trips not departing early (zero tolerance) and five (5) minutes late at all timed-points. Using on-time performance as the metric, Contractor shall document the actual time that each trip is early/late.

Dial-A-Ride Service - The Consultant must identify those trips that are outside the +/-15-minute pick-up window or 30-minute before/0 late drop-off window. Using on-time performance as the metric, Contractor shall document the actual time that each trip is early/late.

- a) The highest level of accuracy, accountability, and completeness is expected. The survey results shall be provided to the City of Corona Transit Service in both electronic and hard copy form. They will become the property of CCTS at the conclusion of the study. The Consultant shall be responsible for obtaining and training personnel necessary to conduct the ride-checks and data collection duties.

3. On-Board Rider Survey and Origin and Destination Data Collection and Analysis

Consultant shall design, with input from the City of Corona Transit Service staff, a survey to collect both statistical and anecdotal data from riders on the following survey (see Attachment C for Details):

- a) Origin and destination analysis by service (fixed route and Dial-A-Ride) and by route (Blue and Red Line)
- b) Trip purpose
- c) Length of usage
- d) Type of fare paid
- e) Bus service characteristics (frequency of service, on-time performance, bus stop locations, design of routes, onboard travel times, span of service)
- f) Safety & Amenities
 - a. Bus and transit facility cleanliness
 - b. Feeling of personal security (both onboard and at transit bus stops/facilities)
- g) Market Assessment (The Market Assessment provides an understanding of the market demand for transit in the CCTS service area and insight into where market conditions make potential transit use higher or where there are unmet mobility needs.)
- h) Demographic characteristics (including trip purpose, gender, income, employment status, access to private transportation, frequency of use, visiting or regular local rider, availability of smart phone to access transit information)
- i) Passenger attitudinal survey (including attitude towards fare being available in digital form (e.g., smart phone Application), need for direct service to other/specific areas, customer service, availability of transit information, quality of service, Sunday, and holiday service, etc.)
- j) Passenger comments and suggestions
- k) Other topics as agreed upon by City of Corona Transit Service staff

Consultant will be responsible for distribution of surveys (onboard and online outlets) and analysis of data. Consultant shall compile and analyze data and incorporate findings in service updates/change recommendations. Survey target population shall include current system passengers and the community at large as to measure level of unmet transit needs.

4. Transfer Analysis

The Consultant is asked to provide transfer patterns as it relates to transfers issued and received; identifying significant transfer connections and issues that may affect transit circulation. Develop transfer matrix and GIS maps that identify inter-agency and intra-agency transfer points including those of RTA and with Metrolink.

5. Key Performance Metrics Analysis

Review and summarize transit industry-wide performance metrics from similar transit agencies and provide:

- a. Report on the state of key performance metrics of the CCTS.
- b. Provide recommendations on how to improve CCTS' Key Performance Metrics.

6. *Route Maps and System Map*

Consultant shall create specialized individual maps for each route and the system map in which can be plotted and manipulated in a geographic information system (GIS) mapping application, for existing service and proposed transit service changes and re-alignments (all maps will be submitted to CCTS staff in the Final Report, in printed form and in ArcGIS digital format (10.4.1)).

- a. Local and interagency transfer points.
- b. Boardings and Alightings at all stops for each route.
- c. Average number of passengers on board buses for each segment of each route.
- d. Average passenger load versus the capacity per segment of each route.
- e. Total passenger volume of each segment (eastbound or westbound) of each route
- f. Clusters of potential new transit service ridership (in cartographically form)
- g. Include accessibility data at the bus stop level
- h. Include bus stop amenities at each bus stop

7. *Route Productivity Analysis*

The productivity of individual routes shall be assessed by use of statistical rankings. Routes with low productivity shall be targeted for in-depth analysis. Rankings should be done separately for weekday and Saturday service.

The Consultant shall collect information on running times, traffic conditions, route inter-relationships and passenger activity to identify possible operational problems, ridership patterns, and trip generators. The Consultant shall investigate and analyze current and projected land use, population densities, activity centers, and development trends and relate them to transit improvements. The Consultant shall develop route profiles, including description of unmet transit needs, productivity, improvements, and recommended changes. Route maps shall be included with each profile. Using the data collected in this and other tasks, specific route and service level recommendations shall be formulated.

Recommendations will include route alignments, schedules, headways, hours of service, areas served, interlines, transfer points to other regional transit, time points, traffic considerations, estimates of cost and schedules for implementation and bus stop locations. Moreover, recommendations shall include chronological order as to plan revisions to the service with a ranking of short-term to end-of-plan ranking.

Unmet Needs Analysis: The Consultant shall review the City's unmet needs for transit as to determine if any expansion or implementing a new route should be incorporated within the next ten (10) years. Over the past few years CCTS Surveys, the most mentioned unmet needs have been:

- Service to and from the Vintage Terrace Senior Apartments
- Service to and from Green River Road vicinity (northwest area of the city)

- Service to Disadvantaged Communities and City areas than can benefit from transit service (areas that are not currently served by transit, but the COA study findings can warrant the implementation of new transit service)
- Weekday service to and from Dos Lagos shopping center
- Service from Corona to John F. Kennedy High and Norco College in City of Norco
- Frequent service to the Corona Transit Center
- Service to West Corona Metrolink Station
- Frequent connections with Metrolink and RTA
- Service to/from neighboring cities
- Sunday service

The Consultant must provide advantages and disadvantages of any proposed alternatives/recommendations and at minimum any recommendations shall address:

- Justification and implications of restructured services.
- Ridership implications.
- Budgetary implications (operations and capital requirements as they relate to existing funding levels)
- Staffing and labor implications, including discussion of any necessary changes to the staffing patterns/roles and responsibilities in order to bring about selective recommendations.
- Implementation timeframes.

Consultant will be responsible for conducting public hearings to disseminate the draft 5-Year Plan, and present for public comment for purposes of providing input to the Consultants and CCTS staff prior to identification and deduction for the preferred alternative(s). In addition, Consultant will be responsible to incorporate public comments and suggestions to the Final 10-Year Plan and Proposed Alternatives and Modifications for Service before the 10-Year Plan is presented to the City of Corona City Council.

The 10-Year Plan and proposed alternatives shall be presented at a scheduled meeting of the City of Corona City Council by the Consultant.

8. Latent and Future Demand Estimation

The study area shall be statistically examined using demographic data on a census basis, to determine potential for transit ridership. Areas not presently served by transit or marginally served by transit should be emphasized in the analysis. Furthermore, Consultant should analyze all available data by Southern California Association of Governments, Congestion Management Plan, City Planning Departments, etc., to incorporate planned future growth areas into the future demand estimation and recommendations. In addition, major activity centers shall be identified including, but not limited to:

- a. Major commercial areas (existing and planned).
- b. Major employment areas (existing and planned).
- c. Health care facilities
- d. Major social services agencies

- e. Schools – notably middle schools, high schools, and college/adult education.
- f. New (within the past two years) and planned housing developments including housing density plotting, multi-family, and home values.
- g. Transit Oriented Development/Transit Adjacent Development (existing and planned)

The Consultant should consult the California Environmental Protection Agency to identify the Disadvantaged Communities and how to best incorporate such areas in future service improvements. The Consultant shall be responsible for the collection of available census data, origin-destination analysis, run computer analysis and generate maps of the analysis results.

9. Fixed Route Bus Stop Amenities

Consultant shall perform a physical inventory of each stop within the CCCTS fixed-route system and perform an analysis of the physical condition (does it meet ADA accessibility requirements) and illustrate whether ridership for each stop warrants a tier upgrade. Bus stops within the City of Corona are of the following Tier System:

Description	Amenities
Tier 1	Sign
Tier 2	Tier 1 with bench seating
Tier 3	Tier 2 with trash receptacle
Tier 4	Tier 3 with shelter and shelter lighting

10. Public Outreach and Comment Opportunity

Upon preparation of the draft 10-Year Plan of proposed alternatives/recommendations, the Consultant shall schedule, and conduct noticed public meetings. These meetings shall be held for purposes of providing the public with an opportunity to hear a summary of key study findings, the proposed service goals and objectives and a presentation of the proposed service alternatives. The public will be invited to offer comments, suggestions, and observations on the proposed alternatives of the 10-Year Plan, for consideration by the Consultant and the City of Corona staff in developing the preferred alternative(s). Meetings must be scheduled to afford attendance of the public at varying times of the day (i.e., morning, mid-day, and after the typical work schedule).

The Consultant shall be responsible for marketing and designing the public meeting/hearing format and shall attend the meetings and be prepared to present the study findings and proposed service alternatives, answer questions and to receive public comment. The Consultant shall collect and compile public comments received at these meetings and incorporate relative comments in the development of the short and long-range plans. Some formal written summary of public comments and how those comments were incorporated into the plans shall be prepared and included as part of the Final 10-Year Plan. The consulting team will prepare a strategy for staging and attracting public. In addition, the Consultant shall afford the public the means to provide public comment through and online format. The City will assist in securing meeting location(s) and disseminating notices of public meetings.

11. Provide Multi-Year Service Expansion and/or Restructuring Plan (10-Year Plan)

Consultant shall, base its recommendations on the data collected in tasks 1-9, develop a multi-year bus service expansion and/or restructuring plan. The plan should have the following three (3) phasing elements:

- a) Phase I - Recommendations to be implemented within one (1) year of COA completion.
- b) Phase II – Short-term (2-5 years) service expansion/restructuring plan
- c) Phase III – Long term (5-10 years) service expansion/restructuring plan

The Consultant will focus recommendations based on the following specific scenarios:

- a) Traditional, sustainable, and proven innovative service options
- b) Financial circumstances that factor in post COVID-19 factors.
 - a. Alternatives that will provide a balance between supply and expected demand for service, including but not limited to the financial feasibility, pros, cons, and resident impacts.
- c) Electrification development and mandates

All service expansion and/or restructuring recommendations should be prioritized. The recommendations should include preliminary estimates addressing additional rolling-stock needs and operational costs, capital improvements needed, ridership and fare revenues. The Consultant shall summarize current operations and capital funding by source in relation to the existing flow of funds. The Consultant will review current and projected revenues and fare recovery standards, working closely with the city staff, identifying trends in operating costs and revenues, and levels of service and ridership. The Consultant must ensure recommendations are/will be in compliance with all Federal, State, and local requirements.

Additionally, a baseline model will be structured to project known revenues and expenses, anticipated funding over a ten-year plan and potential changes in operating levels and fare structure.

The Consultant will perform a fare analysis on the current overall fare structure, including the general fare level, and in relation to other neighboring public transit providers. Additionally, the Consultant will make recommendations on potential changes to the fare structure, considerations to ridership loss due to any fare structure change, including relationships amongst fare categories, and potential areas to offer free transit. Finally, the Consultant will evaluate potential public/private partnerships through various revenue streams.

CCTS's current fare structure is as follows:

CCTS Fare Structure				
Corona Cruiser				
Fare Type	Per Ride	Day Pass	15 Day Pass	31 Day Pass
General Public	\$ 1.50	\$ 4.00	\$ 17.50	\$ 35.00
Students (K-12)	\$ 1.50	\$ 4.00	\$ 12.25	\$ 24.50
Seniors (60+)	\$ 0.70	\$ 2.00	\$ 8.05	\$ 16.10
Persons with Disabilities	\$ 0.70	\$ 2.00	\$ 8.05	\$ 16.10
Medicare Card Holders	\$ 0.70	\$ 2.00	\$ 8.05	\$ 16.10
Children*	\$ 0.25	N/A	N/A	
Dial-A-Ride				
Seniors (60+)	\$ 2.50	N/A	N/A	N/A
Persons with Disabilities	\$ 2.50	N/A	N/A	N/A
Buddy Fare	\$ 1.25	N/A	N/A	N/A
Children*	\$ 0.50	N/A	N/A	N/A
*(46" tall or under); accompanied by a full-fare paying passenger.				

As part of this task, the Consultant will also update the demand response/paratransit policies, including scheduling, fare structure, service delivery policies and procedures based on the analysis performed for this service

12. Summary of Findings

Using data collected in the previous tasks, evaluate existing service conditions.

- a. Aggregate the following data by service and by route:
 - i. In service and deadhead miles operated
 - ii. Service and platform hours operated
 - iii. Operating costs
 - iv. Peak bus service times
 - v. Revenues
 - vi. Daily ridership by route segment, trip and time of day for weekdays, Saturdays
 - vii. Hours, miles, and passengers by route for weekdays, Saturdays

- b. Analyze and evaluate both CCTS service and each route for fixed route as follows:
 - i. Passengers per hour by route segment, trip and time of day and fare category for weekdays and Saturdays.
 - ii. Linked and unlinked passengers per mile by time of day for weekdays and Saturdays.

- iii. Schedule adherence and running times at time points, with on-time performance defined as zero minutes early for timely departures and 5 minutes after scheduled time for late departures
- iv. Maximum load points, load factors and average trip lengths by time of day
 - v. Severity and duration of overcrowding by time of day (>120%)
 - vi. Ratio of revenue miles to total miles operated
- vii. Significant origin-destination combinations
- viii. Transfer patterns
- ix. Service comments
 - x. Operating cost per platform hour (revenue time, layover time and deadhead time)
 - xi. Revenue per vehicle service mile
 - xii. Operating cost per passenger
 - xiii. Operating cost per revenue hour
 - xiv. Passenger miles
 - xv. Fare payment type (e.g., cash, pass)
 - xvi. Farebox revenues by route and day; including average fare and farebox recovery
- xvii. Graphic comparison of demographic characteristics of riders to total population of service area by census tract
- xviii. Major ridership generators
 - xix. Average revenue per passenger by Route
 - xx. Average passenger per Trip by Route

- c. Compare each route to established on-time performance metrics and standards.

Prepare line summary reports to include an individual route map and information generated in Sections 12.a and 12.b above for each line.

DELIVERABLES

Consultant shall deliver:

1. Weekly Progress Reports

Consultant shall produce Weekly Status Reports which shall be submitted electronically to the CITY Project Manager, or his/her designee, and shall include a description of accomplishments to date, a comparison of actual-to-scheduled progress and the proportion of budget expended by project task. completion by task.

2. Data Collection

All data and working papers used for the study will remain the domain and property of the City upon completion of the project and may be used in future at the City's discretion.

Submission of all source data for surveys and system and route analyses. All source data for the system, including all cross-tabulated information and charts, shall be submitted for each bus route. All work papers developed in connection with the project shall include calculation methodology, assumptions and data worksheets, which can be used as audit trails for financial

and non-financial data where applicable. All maps, graphics and charts and tables developed shall also be submitted.

3. Draft Reports

Consultant shall complete the tasks identified in Section 4. Work Tasks within ninety (90) calendar days from Project Start Date (Notice to Proceed). Consultant shall provide the City a Draft Final Report of complete analysis of those tasks identified in Section 4 in the following formats:

- a. One (1) electronic format to include the typed Draft Final Report in MS Word; accompanied with all maps (PDF and ArcGIS 10.4.7), data tables in Excel format, database materials in format agreed upon by consulting team and City of Corona staff. Electronic versions of all maps produced for this study shall be provided to the City in PDF and ArcGIS 10.4.7 format.
- b. Ten (10) complete sets; sections delineated by descriptively labeled indexes/tabs.

Consultant shall deliver the draft final report for review by CCTS staff prior to issuing final report.

4. Final Report

The Consultant shall complete task within one hundred (100) calendar days from Project Start Date. Consultant shall provide to the City a Final Report in the same submission format as the Draft Final Report. Consultant to develop recommendations for optimization of CCTS's immediate and future needs as it relates to restructuring its existing bus services by taking into account the following:

- a. Executive Summary of findings
- b. An explicit description of the methodology for data collection and research methods used.
- c. Evaluation criteria used to determine the validity and reliability of the analysis.
- d. Graphic presentations and/or tabular reports of all the data collected accompanied by explanatory text and commentary on the data.
- e. A comparative analysis of CCTS and other contracted municipal fixed-route services which are comparable in size (that compares cost per revenue service hour (RSH), ridership/RSH, on-time performance, and level of service comparisons at a minimum).
- f. Projections for residential and economic growth in the CCTS service area.
- g. Impact of commuter rail services, including present and future connectivity related to the two Metrolink Stations located in the City.
- h. Existing travel patterns of transit dependent riders and discretionary riders to explore the best possible approach to enhancing the use of public transportation, increasing ridership and consequently mitigating the increasing vehicular traffic congestion in the service area.
 - o Potential realignment restructuring of services to provide improved frequency, regional integration, reduced/eliminate duplication of service, and improved coordination with the regional service provider (Riverside Transit Agency)

- through visual maps depicting overlays on CCTS fixed-route services. Service recommendations
- How services recommendations were developed
 - Phased organization for rolling out recommendations
 - Customer Impacts and Benefits
 - An analysis of how the proposed changes will benefit passengers
 - An assessment of the number of riders and bus stops affected by the proposed changes
 - Implementation Plan
 - Phases of implementation strategies
 - Projections of estimated cost for operating, capital investment, and system ridership over the ten (10) year plan
 - A summary of necessary capital projects to support the proposed service changes/improvements
 - i. Ridership trends and service needs of all educational centers in / near CCTS service area (within a 10-mile radius).

The results of the analysis shall be used to ensure that CCTS continues to improve its service to meet both current and future needs of the community within the constraints of available funding from local, State and Federal sources and effective and efficient ends of sustainability.

The Consultant shall submit ten (10) bound hard copy and one (1) electronic copies of the final report.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Consultant shall perform the Services as identified in Exhibit “A” Scope of work as follows:

Consultant shall complete the tasks identified in Section 4. Work Tasks within one hundred (100) business/working days from Project Start Date (Notice to Proceed). Refer to Deliverables in Scope of Work Exhibit “A” for details.

EXHIBIT "C"
COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in this Exhibit "C"

Price Proposal Cost Breakdown				
Task/Description	Position	# of Hours	Labor Cost/Hr	Cost
China Langer	Project Director	56	\$ 171.63	\$ 9,611
Ron Kilcoyne	Project Manager	174	\$ 132.00	\$ 22,968
Associate Planner		385	\$ 98.86	\$ 38,060
Tiiki Rysen	Senior GIS	88	\$ 137.30	\$ 12,083
Bobbi Duley	Graphic Designer	36	\$ 120.82	\$ 4,350
Administration		16	\$ 171.63	\$ 2,746
			<i>Subtotal</i>	\$ 89,818
Other Direct Costs				
Travel				\$ 5,722
Spare Software Fee				\$ 4,400
			<i>Subtotal</i>	\$ 10,122
			Total Cost	\$ 99,940

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**EXHIBIT “D”
FEDERAL REQUIREMENTS**

Disadvantaged Business Enterprise (DBE) and Federal Clauses

Disadvantaged Business Enterprise (DBE)

The services set forth in Section 6- Scope of Work, are subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. In order to ensure the Department achieves its federally mandated overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Effective October 1, 2020, the City of Corona Transit System Federal Transportation Administration (FTA) overall anticipated level of DBE participation for federal fiscal year 2020/21 through 2022/23 is .5% of federal financial assistance. No specific goals are set on a contract-by-contract basis. The goal is accomplished through the use of race-neutral measures in accordance with 49CFR, Part 26. The City shall take all necessary and reasonable steps to ensure non-discrimination in the award of all contracts to meet the objectives of the above cited regulation. It is the policy of the City to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to the City’s construction, procurement, and professional services activities.

When listing sub-contractors, Designation of Subcontractors (Section VI – Proposal Content and Forms), Consultant shall identify them as DBE with the approximate value of their sub-contract. In addition, in an effort to create a bidders list, all Consultants must submit Bidders List Form (Section VI – Proposal Content and Forms) identifying their DBE status and identifying all DBE/Non-DBE subcontractors.

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 Consultants 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), Consultants and any successful Consultant.

1. ACCESS TO RECORDS AND REPORTS

The following access to records requirements applies 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 Consultant 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 Consultant, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Successful Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives, including any PMO successful Consultant, access to successful Consultant'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: Requirement applies to all contracts.

2. CHANGES TO FEDERAL REQUIREMENTS

The successful Consultant 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 Consultant'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: Requirement applies to all contracts.

3. CLEAN AIR

The successful Consultant 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 Consultant 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 Consultant further agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal assistance provided by FTA.

Applicability to Contract: Requirements applies to all contracts exceeding \$250,000, including indefinite quantities where the amount is expected to exceed \$250,000 in any year.

4. CLEAN WATER

The successful Consultant 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 Consultant 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 Consultant also agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal assistance provided by FTA.

Applicability to Contract: Requirement applies all contracts exceeding \$250,000.

5. 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the successful Consultant 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 Consultant 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 Consultant agrees to comply with any implementing requirements FTA may issue.

The successful Consultant 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: Requirement applies to all contracts.

6. DEBARMENT AND 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 Consultant shall provide the City with certification addressing its debarment and suspension status and that of its principals. The successful Consultant shall promptly inform the City of any change in the suspension or debarment status of the successful Consultant 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 certification to the effect that they will not enter into contracts over \$25,000 (twenty-five thousand dollars) with suspended or debarred Contractors and that they will require their Contractors (and their subcontractors) to make the same certification to them.

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: To all contractors and subcontracts.

8. EMPLOYEE PROTECTIONS

Prevailing Wage and Anti-Kickback

For all prime construction, alteration, or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply

with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$250,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 this clause 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 this clause.

The FTA 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 other 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 this section.

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 prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll 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.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Applicability to Contracts: Applicable to all contracts and subcontracts. The Davis-Bacon Act and the Copeland “Anti-Kickback” Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$250,000 that involve the employment of mechanics or laborers.

9. 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.

10. FEDERAL STANDARDS

As a recipient of Federal funds through the City of Corona, the successful Consultant 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 Consultant 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.

11. 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: All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S.

12. 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 Consultant 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.

Applicability to Contracts: Requirement applies to all contracts.

13. LOBBYING RESTRICTIONS

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 Consultant, 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 Consultant.

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 Consultant, 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 Consultant 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 Consultants 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 Consultant 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: Requirements apply to Construction, Architectural and Engineering (A&E), Acquisition of Rolling Stock, Professional Services, Operational Service and Turnkey Contracts over \$100,000.

14. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The City and successful Consultant 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.

The successful Consultant 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: Requirement applies to all contracts.

15. PATENT RIGHTS AND RIGHTS IN DATA

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights

will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Applicability to Contract: Requirements applies to all contracts involving experimental, developmental, or research work.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The successful Consultant 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 Consultant 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 Consultant 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 Consultant to the extent the Federal Government deems appropriate.

The successful Consultant 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 Consultant, to the extent the Federal Government deems appropriate.

The successful Consultant 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: Requirement applies to all contracts

17. PUBLIC TRANSPORTATION 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 applies to all contracts for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

18. PRIVACY ACT REQUIREMENTS

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.

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 \$10,000, except for construction contracts over \$2,000.

19. 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: Requirement applies 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.

20. 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.

Applicability to Contracts: Requirement apply to all contracts over \$250,000.

21. 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 contracts.

22. SUBSTANCE ABUSE REQUIREMENTS

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:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. 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;
5. 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."

23. 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 (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the 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 the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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.

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.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the AGENCY resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of AGENCY, acts of another contractor in the performance of a contract with AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies AGENCY in writing of the causes of delay. If, in the judgment of AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of AGENCY shall be final

and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of AGENCY.

Termination for Convenience or Default (Architect and Engineering)

The AGENCY may terminate this contract in whole or in part, for the AGENCY's convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the AGENCY 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. AGENCY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the AGENCY, the AGENCY's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

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 AGENCY.

Termination for Convenience or Default (Cost-Type Contracts)

The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Applicability to Contracts: Requirement apply to all contracts (greater than \$10,000) addressing termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.

24. CONFORMANCE with ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTANotice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq.,

January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Applicability to Contracts: Requirement apply to all contracts with ITS components.