AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF BELL

and

GLOBAL PARATRANSIT, INC.
AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF BELL AND
GLOBAL PARATRANSIT, INC.

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 29th day of September, 2018 by and between the City of Bell, a California municipal corporation ("City") and Global Paratransit, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall
mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor’s Proposal.

The Scope of Service shall include the Contractor’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.
1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Million Three Hundred Three Thousand Three Hundred Three Dollars and Eighty Cents ($1,303,303.80) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less
contract retention; (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor’s correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.
3.2 **Schedule of Performance.**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 **Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 **Inspection and Final Acceptance.**

City may inspect and accept or reject any of Contractor’s work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor’s work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Article 5, pertaining to indemnification and insurance, respectively.

3.5 **Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).
ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principal") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Reza Nasrollah
(Name)

President
(Title)

Sami Grinberg
(Name)

CFO
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.
4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence
basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) **Worker’s Compensation Insurance.** A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent).** A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to the Consultant’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) **Additional Insurance.** Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

5.2 **General Insurance Requirements.**

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.
No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]  
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.
5.3 **Indemnification.**

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.
5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials")
prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of Bell its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions
concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of five hundred dollars ($500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.
7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
8.3 **Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 **Unauthorized Aliens.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by City.

**ARTICLE 9. MISCELLANEOUS PROVISIONS**

9.1 **Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BELL, 6330 Pine Avenue, Bell, CA 90201 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 **Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 **Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 **Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements
between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a municipal corporation

[Signature]
Fidencio Joel Gallardo
Mayor

ATTEST:

[Signature]
Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

[Signature]
David J. Aleshire
City Attorney

CONTRACTOR:

GLOBAL PARATRANSIT, INC., a California corporation

By: [Signature]
Name: [Name]
Title: [Title]

By: [Signature]
Name: [Name]
Title: [Title]

Address: 400 W. Colorado Blvd

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

- 18 -
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On February 25, 2018 before me, Sean Joseph Reuter, personally appeared Roni Nadeau, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ____________________________

SEAN JOSEPH REUTER
Commission # 2139944
Notary Public - California
Los Angeles County
My Comm. Expires Jan 11, 2020

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
☐ TITLE(S)

☐ PARTNER(S)
☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE
SIGNER(S) OTHER THAN NAMED ABOVE

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER IS REPRESENTING:

DATE OF DOCUMENT

NUMBER OF PAGES

TITLE OR TYPE OF DOCUMENT

DESCRIPTION OF ATTACHED DOCUMENT

CHARACTER CLAIMED BY SIGNER

PREVIOUS HANDWRITING RECOGNIZANCE OR THE FORM IF NOT REQUIRED BY LAW. IF ANY PROOF VALUABLE TO PERSONS FILING ON THE DOCUMENT AND COULD

OPTIONAL

SIGNATURE:

WITNESS my hand and official seal

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is

executed the instrument

as required by law (s) or the entity upon behalf of which the person(s) acted.

WITNESS OF THE SIGNED.

COUNTY OF LOS ANGELES

STATE OF CALIFORNIA

A duly recorded or other official copy of this instrument will be made a part of the permanent record of the document

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
EXHIBIT "A"

SCOPE OF SERVICES

I. CONTRACTOR WILL PERFORM THE FOLLOWING SERVICES:

A. An Advance Reservation Dial-A-Ride Paratransit Transportation ("DAR Transportation Services") program for eligible residents.

1. Service Area. Contractor will provide DAR Transportation Services to the following service areas:

   a. Within the boundaries of the City;
   b. Anywhere within a five (5) mile radius of the pickup location for general purposes;
   c. Anywhere within an eight (8) mile radius of the pickup location for medical purposes.

2. Eligible User. Contractor will restrict usage of the DAR Transportation Services to City residents designated as eligible. Contractor will process all applications made by City residents to determine if they meet the eligibility requirements, and will require Eligible Users to verify their eligibility once a year thereafter. Eligible users are City residents who are either 60 years of age and older, or are physically disabled regardless of age ("Eligible Users"). Those residents who meet the eligibility requirements will be issued identification credentials attesting to the program eligibility.

3. Client Management Services. Contractor will provide the personnel and equipment necessary to receive applications, verify eligibility, maintain the corresponding client database and issue an electronic swipe card bearing a client identification photograph.

4. Fares. Eligible Users have an unlimited amount of trips per month, at no cost. Contractor will be responsible for collecting any fare according to the fare structure established and as amended by the City Council. Contractor will also be responsible for counting the fares daily, reconciling the receipts with the ridership, and deducting the fare revenues from the monthly invoice.

5. Response Time. All vehicles shall arrive within a twenty (20) minute window of the scheduled pickup time (ten (10) minutes before or ten (10) minutes after).

6. Pick-Up and Drop-Off Policy. Vehicles will offer curb-to-curb service for eligible riders. In cases where the rider is not waiting at the curb, the driver will beep the horn gently to signal arrival. The driver will wait five (5) minutes from
the designated pick-up time for the passenger to arrive at the designated pickup location. If arrival is earlier than the designated pick-up time, the driver will wait five (5) minutes after the designated pick-up time. If arrival is after the designated pick-up time, the driver will wait five (5) minutes after arrival. If the rider does not arrive after the five (5) minutes period, driver will make reasonable efforts to call the rider’s phone number, and wait a reasonable amount of time thereafter before departing.

7. Advance Reservation Period. Contractor will be allowed to require a maximum advanced reservation of twenty-four (24) hours prior to the desired pick up time or prior business day. Contractor may waive this requirement if conditions and vehicle availability allow a more immediate pick up time at no additional cost to the City.

8. Days and Hours of Operation. The DAR Transportation Services will be provided during the following days and hours:

<table>
<thead>
<tr>
<th>Weekends (Monday – Friday)</th>
<th>Saturdays</th>
<th>Holidays and Sundays</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 AM to 5:00 PM</td>
<td>9:00 AM to 3:00 PM</td>
<td>No Service</td>
</tr>
</tbody>
</table>

9. Annual Service Hours. Contractor will perform up to 3,084 hours of DAR Transportation Services annually, as follows:

<table>
<thead>
<tr>
<th>Weeks</th>
<th>Days Served Per Week</th>
<th>Daily Service Hours</th>
<th>Total Service Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>5</td>
<td>11</td>
<td>2,860</td>
</tr>
<tr>
<td>52</td>
<td>1 (on Saturdays)</td>
<td>6</td>
<td>312</td>
</tr>
<tr>
<td>Less Holidays</td>
<td>8</td>
<td>11</td>
<td>-88</td>
</tr>
<tr>
<td>Total Service Hours</td>
<td></td>
<td></td>
<td>3,084</td>
</tr>
</tbody>
</table>

10. Sundays and Holidays. Contractor will not be required to provide services on Sundays and on the following holidays:

a. New Year’s Day;
b. Martin Luther King Jr. Day;
c. Presidents Day;
d. Memorial Day;
e. Independence Day (July 4th);
f. Labor Day;
g. Thanksgiving Day; and
h. Christmas Day.

12. Drivers. Drivers will not assist a passenger to and from the door of any residence or building, but will provide assistance in boarding and deboarding the vehicle.

13. Vehicles. Contractor will operate the DAR Transportation Services program with vehicles provided by the City. Contractor will indicate the number of and which of the City vehicles will be used. The selected vehicles will be leased to the Contractor for the amount of one dollar ($1.00) per vehicle, annually.

B. A Fixed Route Bus Transportation program for the general public.

1. General. Contractor will provide the City with planning, equipment, and properly trained personnel for the successful operation of a Fixed Route Bus Transportation service program.

2. Eligible User. The Fixed Route Bus Transportation Services is intended to be available to any resident of the City.

3. Days and Hours of Operation. Contractor shall furnish the Fixed Route Bus Transportation Services during the following days and hours:

<table>
<thead>
<tr>
<th>Weekends (Monday – Friday)</th>
<th>Saturdays</th>
<th>Holidays and Sundays</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 AM to 7:00 PM</td>
<td>11:00 AM to 5:00 PM</td>
<td>No Service</td>
</tr>
</tbody>
</table>

4. Sundays and Holidays. Contractor will not be required to provide services on Sundays and the following holidays:

a. New Year's Day;
b. Martin Luther King Jr. Day;
c. Presidents Day;
d. Memorial Day;
e. Independence Day (July 4th);
f. Labor Day;
g. Thanksgiving Day; and
h. Christmas Day.

5. Contractor will perform up to 3,336 hours of Fixed Route Bus Transportation Services annually, as follows:

<table>
<thead>
<tr>
<th>Weeks</th>
<th>Days Served Per Week</th>
<th>Daily Service Hours</th>
<th>Total Service Hours</th>
</tr>
</thead>
</table>

01135.0001/491793.4
### Table

<table>
<thead>
<tr>
<th>52</th>
<th>5</th>
<th>12</th>
<th>3,120</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>1 (on Saturdays)</td>
<td>6</td>
<td>312</td>
</tr>
<tr>
<td>Less Holidays</td>
<td>8</td>
<td>12</td>
<td>-96</td>
</tr>
<tr>
<td>Total Service Hours</td>
<td></td>
<td></td>
<td>3,336</td>
</tr>
</tbody>
</table>

6. **Estimated Bus Ridership.** The City estimates that the ridership of the Fixed Route Bus will be between 3,900 – 4,200 per month.

7. **Fares.** Participant pays a $.50¢ charge per trip. Contractor will be responsible for collecting the fare according to the fare structure established and as amended by the City Council. Contractor will also be responsible for counting the fares daily, reconciling the receipts with the ridership, and deducting the fare revenues from the monthly invoice.

8. **Bus Route.** Consultant shall comply with the fixed route map in Exhibit A-1 and adhere to the stop times of the major intersections in Exhibit A-2.

9. **Vehicle (Bus).** The City will provide a City owned bus as the primary vehicle. Contractor shall be responsible for providing a backup bus with a minimum capacity for 18 passengers. Contractor will use a 2002 El Dorado E-Z Rider, with an 8.3 cummins engine, that runs on Diesel fuel. The Contractor's vehicle seats approximately 31 riders and has 2 wheelchair positions.

10. **Drivers.** In addition to requirements in Section V of this Exhibit, Contractor must train drivers in the following areas: (1) Department of Motor Vehicles ("DMV") and other applicable laws and regulations, (2) operation and usage of radios and other vehicle equipment, (3) customer relations, (4) knowledge of service area frequent destinations and street network, (5) map reading, and (6) fare collection.

C. **A Demand Response Taxi Dial-A-Ride program for eligible residents.**

Contractor proposes to subcontract with Fiesta Taxi for the daily operation of the Demand Responsive Taxi Dial-A-Ride element of the Public Transportation Services. Contractor shall be the City's contact and shall also be responsible for meeting all the conditions and requirements of this Agreement with either its own employees and resources or resources made available through subcontracting with Fiesta Taxi.

Contractor understands that as part of its subcontract with Fiesta Taxi, it shall require Fiesta Taxi to comply with all the provisions of this Agreement. Furthermore, Contractor understands and fully agrees that pursuant to the terms of Section 5.5 of this Agreement
to fully indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use of Contractor of Fiesta Taxi as its subcontractor or out of conduct of Fiesta Taxi and its personnel.

1. **Taxi Cab Owner’s Permit.** Contractor shall, at all times during the term of this Agreement, have and maintain a valid taxicab owner's permit to operate taxicabs in accordance with the policies and provisions of all applicable laws.

2. **Taxi Cab Driver Background Checks.** Contractor shall perform background checks for drivers who operate in the City.

3. **Driving Record.** Within the 30 days of approval of the Agreement and semi-annually during the term, Contractor will submit to the City, updated listings of drivers employed to provide service to the City. In no event shall the Contractor employ any person as a driver who possesses a driving record with a citation for driving under the influence.

4. **Driver Training.** In addition to the requirements in Section V of this Exhibit, all drivers shall receive initial and ongoing training in the following areas:

   a. Map reading;
   b. Identifying the most direct and fastest routes, and which routes to avoid depending on conditions;
   c. Taxicab rules and regulations;
   d. Computerized dispatch system;
   e. Company policies;
   f. Driver safety and traffic accident procedures;
   g. Sexual harassment training;
   h. Behind the wheel training;
   i. Comprehensive training on "Dial-A-Ride" programs; and
   j. Physical examination practices.

5. **Taxi Vehicles.** Contractor must provide both standard Taxi Sedans and ADA compliant wheelchair accessible vehicles. In addition to the vehicle requirements in Section III of this Exhibit, each taxi vehicles must also be equipped with onboard radio and Mobile Date Terminal (MDT) for constant communication capability with dispatch. The minimum seating capacity of the vehicles is at minimum five (5) passengers including the driver. ADA compliant wheelchair
accessible vehicles must have two four-point-tie-down systems, as well as shoulder straps and lap belts fitted for use by passengers in wheelchairs.

6. **Safety Inspections.** Contractor shall not use vehicles failing the daily inspection until the reason for failure is corrected in service to the City.

7. **Estimated Number of Annual Taxi Rides.** The City estimates Contractor will provide approximately 4,000 taxi rides per year.

8. **Eligible Riders.** Contractor will provide personnel and equipment necessary to receive applications, verify eligibility, collect $5.00 enrollment fee, maintain the corresponding client database and issue an electronic swipe card bearing photographic client identification to eligible riders. Eligible riders are residents of the City, 60 years of age and older, or are physically disabled regardless of age.

9. **Hours of Service.** The hours of service for the Demand Response Taxi Dial-A-Ride program are from 5:00 AM to 8:00 PM daily, seven days a week, except for Independence Day (July 4th) and New Year’s Day.

10. **Fares.** Participants pay a .50¢ charge per ride, one way. Participants must also pay a $5.00 enrollment fee after their eligibility is confirmed by Contractor. Once enrolled, participants may use up to 25 one-way trips per month. Contractor will be responsible for collecting the fare according to the fare structure established and as amended by the City Council. Contractor will also be responsible for counting the fares daily, reconciling the receipts with the ridership, and deducting the fare revenues from the monthly invoice.

11. **Service Area.** Contractor will provide Demand Responsive Taxi Based Dial-A-Ride Transportation Services within the boundaries of the City. Service will also be provided to the following medical and shopping areas outside of the City boundaries:

   a. Medical Center, 9515 Telegraph Road, Downey, CA 90240
   b. Kaiser, 9449 Imperial Highway, Downey, CA 90242
   c. Medical Offices located between 9000 and 9600 Telegraph, Downey CA
   d. Kaiser Permanente Hospital, 9400 Rosecrans Ave., Bellflower CA
   e. Community Hospital, 2623 E. Slauson Ave., Huntington Park, CA 90255
   f. St. Francis Hospital and associated medical facilities within two blocks of St. Francis Hospital, 3630 E. Imperial Highway, Lynwood CA
   g. Rancho Los Amigos Hospital, 7601 E. Imperial Highway, Downey CA
   h. PIH Health Hospital, 11500 Brookshire Ave., Downey CA
   i. Kaiser, 7825 Atlantic Avenue, Cudahy CA
   j. Davita Inc. Dialysis Center, Lynwood CA
k. Kidney Dialysis Care Units, Lynwood CA
l. Additional locations as approved by the Contract Office or his or her designee, at their sole and absolute discretion

II. Contractor will act as the prime contractor and will manage, coordinate, and furnish all personnel, equipment, services and supplies necessary to operate the Advance Reservation Dial-A-Ride Paratransit Transportation and Fixed Route Bus Transportation elements of the Public Transportation Services. Contractor will subcontract with Fiesta Taxi Cooperative, Inc., to provide the Demand Response Taxi Dial-A-Ride program. However, even in that, Contractor shall be responsible for meeting all the conditions and requirements of this Agreement with either its own employees and resources, or resources made available through subcontracting with Fiesta Taxi as will be set forth in detail below under this Exhibit.

III. IN PROVIDING ALL SERVICES, CONTRACTOR SHALL COMPLY WITH THE FOLLOWING VEHICLE PROVISIONS:

Contractor will assume full responsibility of the proper operation of all the vehicles used all in the DAR Transportation Services program, Fixed Route Bus Transportation Services program, and Demand Response Taxi Dial-A-Ride Services program (collectively, “Public Transportation Services”); whether directly owned or if is owned by the City or by its subcontractor, Fiesta Taxi.

A. General. All vehicles and vehicle equipment required to perform the Public Transportation Services, will be maintained by Contractor in good repair and in a condition satisfactory to the City. All vehicles must meet California Highway Patrol (CHP) inspection requirements. All vehicles must be equipped with fully functioning air conditioning and heating, defrosters, speedometer, fuel gauges, flashers, lights, windshield washers/wipers, mirrors and seat belts.

B. Wheelchair Accessible Vehicles. Wheelchair accessible vehicles (ramp or lift-equipped) shall be available. The wheelchair accessible vehicles shall meet all requirements of the Americans with Disabilities Act (ADA) of 1990 and all applicable amendments thereto. ADA compliant wheelchair accessible vehicles must have two four-point-tie-down systems, as well as shoulder straps and lap belts fitted for use by passengers in wheelchairs.

C. Cleanliness of Vehicles. All vehicles used in the City’s Public Transportation Services will be cleaned on a daily basis. Daily cleaning consists of the following:
1. Cleaning all windows, removing all dust, fingerprints and head prints;
2. Removing all dust from seats, dashboards, wheel wells, rails and ledges;
3. Sweeping or vacuuming all floor areas; mopping or cleaning all liquid spills;
4. Maintaining a vehicle free of paper and debris;
5. Repairing all damaged seats; and
6. Removing graffiti.

01135.0001/491793.4
D. Back-Up Vehicles. Contractor will possess a back-up vehicle of like-kind, capacity and that meets all local and state specifications. The backup vehicle will be of a capacity that will allow normal service operation. Contractor will only bill for the actual service hours the backup unit is used. Cost of possessing the backup unit and maintaining the unit in acceptable conditions is included in the costs provided. Any back-up vehicle provided by Contractor will meet requirements as set forth in Section III of this Exhibit.

E. Vehicle Repairs. Contractor will not operate a vehicle in the City’s Public Transportation Services with visible body damage without consent from City. This includes any vehicle that sustains significant damage from any cause, fault or no fault of Contractor. Upon approval from City, Contractor will repair City vehicles immediately when it is determined such damage impairs the proper and safe mechanical operation of the vehicle. All other damage shall be repaired in a reasonable amount of time. At no time, will the City be required to repair, replace or maintain any vehicle required for the operation of the City’s Public Transportation Services.

F. Operating Equipment and Supplies. Contractor at its sole cost and expense, will maintain stores of fuel, lubricants, tires, and other consumables, repair/replacement parts and supplies required for the maintenance and operation of the vehicles utilized in providing the City’s Public Transportation Services.

G. Original Equipment Manufacturer (O.E.M.)/Warranty Repairs. Contractor shall assume all coordination with the original equipment manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer’s own warranty, extended warranties or credits as a result, for the length of time warranty is in effect.

H. Vehicle Breakdown. Maintenance of vehicles assigned to the City’s Public Transportation Services will be performed at a time that ensures maximum availability of vehicles for transportation service. Such schedule does not preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles will be available for service during the peak periods. Sufficient maintenance personnel are on site or available, if needed, during the entire vehicle operation period. Such maintenance personnel will, therefore, be available to respond to a vehicle failure that may occur to an in-service vehicle. Should the failure render the vehicle inoperable with a passenger on board, Contractor shall take appropriate action to transfer the passenger to another ride within 20 minutes. Tow service for the inoperable vehicle shall be provided in a timely manner at no extra costs to the City.

I. Marking of/Advertising on Vehicles. Contractor will mark the vehicles in a manner prescribed by the designated City representative. These vehicles will be easily
recognized and marked as serving the City. Moreover, Contractor will not cause only such advertising material, audio, video or similar devices, as many be specified and/or approved by the City to ever be affixed to such a location or locations on the vehicles as the City shall direct. No payment or consideration received by the City in connection with such advertising or notice will be paid to Contractor.

J. Vehicle Maintenance Program. Contractor shall maintain in safe, comfortable and clean working order all vehicles used in service to the City. Contractor at its sole cost and expense shall provide all repairs, parts, lubricants and supplies required for operation of vehicles. Contractor shall ensure that adequate preventative maintenance is in place at reasonable intervals to prevent the need for major repairs. Contractor shall have the facilities and personnel to provide all routine and selected major repairs, although sub-contracts for bodywork or selected major repairs are acceptable. Maintenance records must be maintained and kept current.

All maintenance work must be performed or approved by a certified vehicle mechanic. Contractor personnel must have the ability to maintain or to procure service for accessory equipment such as, but not limited to, fare boxes, radios and lift equipment.

Contractor shall assume all responsibility of the proper maintenance of the vehicles. The Contractor shall maintain all vehicles and vehicle equipment required by this Agreement in good repair and in a satisfactory condition to the City and include the following:

I. Vehicles shall be maintained on a regular schedule with regular preventative maintenance inspections at a minimum of every 3,000 miles, with a 500 mile window, or forty-five (45) days, whichever occurs first. The work to be performed will meet the manufacturer’s minimum requirements. All safety-related repairs will be completed before the vehicle is placed back into revenue service.

2. Vehicle maintenance records shall be kept for at least one (1) year as required by the CHP. In the event of a “Fail” rating from any agency, the Contractor will notify the City within twenty-four (24) hours and will provide corrective actions to bring the vehicle into compliance with motor vehicle inspection standards. The expense of the corrective action will be borne solely by the Contractor.

K. Vehicle Repairs. Contractor will perform all necessary repairs and required maintenance, and repair work to the vehicles used in the Public Transportation Services. The costs of all preventive, routine, and repair work to the vehicles and equipment will be the responsibility of the Contractor. This includes the responsibility for the cost of all parts, consumables, maintenance labor tires, and other items necessary to maintain the vehicles. Material used for such maintenance and repair will meet or exceed the original manufacturer’s specifications.

Contractor is responsible for all emission-tests, including Smog inspections as its own expense. Any vehicle used in the City’s Public Transportation Services which is found
to be producing excessive smoke or visible emissions will be immediately removed from service and will not be permitted to operate until repaired.

All vehicle repair work must be performed or approved by a certified vehicle mechanic. Contractor personnel must have the ability to repair or to procure service for accessory equipment such as, but not limited to, fare boxes, radios and lift equipment.

L. Prevention Maintenance Program. All vehicles used in the City’s Public Transportation Services, whether owned by the City or Contractor will be subject to a preventive maintenance inspection ("PMI's") every 3,000 miles or every 45 days, whichever occurs first. Flexibility in the scheduling of PMI's allows a 500 mile window (not less than 3,000 or more than 3,500 miles) between PMI inspections. Services performed every 3,000 miles includes brakes, routine oil and filter changes, filter cleaning plus routine oil and filter changes, filter cleaning, routine safety inspection, replacement if necessary of belts, tires, batteries, windshield wipers, seat belts, and exhaust systems. The work to be performed will meet the manufacturer’s minimum requirements. All safety-related repairs will be completed before the vehicle is placed back into revenue service. Originals of the reports shall be kept in the individual vehicle file as reference for future PMI's and inspection by the City. If requested, Contractor will use the preventive maintenance schedules and PMI forms preferred by the City.

PMI reports are in a form compatible with electronic Excel worksheet and the MaintStar system. The PMI reports indicate the vehicle number, Contractor’s vehicle number, date, odometer, tasks (description), time (labor), parts (description), and a total cost of parts and labor.

A City Public Transportation vehicle will not be placed in service if it has traveled more than 4,000 miles or 45 days since the last PMI. It is understood that if the vehicle is operated beyond the 4,000 mile or 45-day limit, avoidable service failures may occur.

Contractor will require drivers to check the vehicle for fluids, safety lights, seat belts, and overall roadworthiness at the beginning of each workday. If driver notices any problems while he or she operate the vehicle, the vehicle is removed from service and delivered to the maintenance department.

M. Return of Vehicles. Upon termination or completion of the contract Term, Contractor shall be responsible for the return of all vehicles furnished by the City for the operation of the City’s Public Transportation Services in the condition in which they were received with the exception of normal wear and tear. This includes, but is not limited to, body condition, systems condition and function, all ancillary equipment (intact and functional) and overall vehicle operation and performance. The City will conduct an individual inspections on each vehicle with its last preventative maintenance prior to the scheduled return to the City. The inspection schedule shall be coordinated with the
City, City Administrative Officer or designee, with facilities and required support necessary for the inspections to be supplied by Contractor.

Contractor shall steam clean thoroughly the engine compartment, engine, chassis, transmission, oil coolers, drive train, and suspension prior to inspection. Such inspections will ensure any necessary repairs are completed and will require Contractor to conduct any needed repairs.

Contractor shall have seven (7) days in which to complete those repairs once Contractor has been notified of any deficiencies requiring repair. Should for any reason the length of time required to complete repairs would impact the ability to meet service demands, or should through the inspection process it is found that the repairs were not made as instructed by the City, the City shall have the right to waive Contractor's right to make repairs which are necessary to bring vehicles into compliance under the terms of the contract. Under such waiver condition, the City may make repairs itself, or assign another company of the City's choosing to perform all required repairs and charge the Contractor the cost of such repairs from any moneys otherwise owed.

N. Value of Car. In case of an accident, the value of the vehicle used in the City’s Public Transportation Services will be determined using “Edmunds” method of car pricing.

IV. AS PART OF THE SERVICES, CONTRACTOR WILL PREPARE AND MAINTAIN THE FOLLOWING:

A. Record Keeping and Reports. Contractor shall be required to maintain all project records for good business practices as or required by the City, the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and State and Federal laws and regulations. The Contractor will maintain all required monthly operating data and prepare all reports needed to meet the National Transit Database (“NTD”) reporting requirements.

All reporting documents shall be produced accurately and in a timely manner as indicated herein on a monthly basis as required by the City, and at the frequency established by the City’s representative. These reports shall be submitted in a form compatible with the existing format. The Contractor shall submit additional written reports as requested by the City for specific purposes. Reports shall include, but are not limited to: (1) monthly statistical reports that include; ridership by time of day; and (2) drivers logs and dispatch logs for dates requested for the purpose of documenting on-time performance standards.

B. Incident Reports. All drivers shall be required to complete "Incident Reports" arising out of any unusual occurrences during the City’s Public Transportation Service. Such reports must be submitted to the City for review within forty-eight (48) hours and shall be submitted after incidents such as, but not limited to: (1) disputes with passengers,
(2) passenger complaints, (3) passenger injury, (4) illness or misconduct, or (4) situations that do not follow established policies.

C. Accident Reports. Contractor shall report all patron and vehicle accidents to the City by telephone immediately during normal business hours and not later than 8:00 AM the following day, regardless of the amount of damage or lack thereof. Contractor must immediately obtain a police report from the law enforcement agency that responded to the accident. The Contractor must submit written “Accident Report” to the City within twenty-four (24) hours of any accident.

D. Inspection of Operational Records. The City reserves the right to audit all of the Contractor's operational records related to the City’s Public Transportation Services.

E. Management Reports. The Contractor shall furnish a report with each month's billing giving standard boarding, trip information in terms of miles and hours, and meter cost and other statistics. The number of trips shall be reported separately from the number of riders transported.

F. Monitoring Customer Satisfaction. Contractor shall design and apply a “Customer Survey” instrument that will collect information and measure the degree of customer satisfaction with the services being provided. Contractor is encouraged to use internet or web based instruments to facilitate customer feed-back. Contractor shall submit a plan and methodology for collecting customer feedback and measuring satisfaction to the City for its approval. Results of the survey shall be reported to the City quarterly by an independent firm retained by the Contractor, at its own expense, for the purpose of tabulating and reporting the results of the customer service survey.

G. Criticism and Initiative. Contractor shall work closely with the City to make the City’s Public Transportation Services as responsive, cost-effective, and complaint-free as possible. Due to the Contractor’s expertise, the City expects the Contractor to observe the Public Transportation Services program with a critical eye and suggest changes that will improve any and all aspects of the service, including City administrative practices.

H. Complaints. Contractor shall institute a procedure for receiving, logging and resolving customer and citizen complaints by collecting pertinent information and deriving a resolution. City reserves the right to exclude any of Contractor's employees or drivers from participating in the Public Transportation Services program due to findings relating to a complaint or service issue. Complaints and their resolution shall be reported to the City within ten (10) days of their receipt.

I. Financial Statements. The City Manager, or designee, may elect to review Contractor's annual financial statements. Contractor shall have financial statements annually prepared. Within ninety (90) days of a City request, Contractor shall allow the Chief Administrative Officer, his/her designee or an auditor selected by the City to
review copies of the financial statements at the Contractor’s local office, or other such mutually-agreeable premises of Contractor. City and Contractor agree to use reasonable efforts to protect the confidential nature of the Contractor’s financial statements.

J. Quarterly Drug and Alcohol Testing Report. Contractor will submit quarterly drug and alcohol testing reports to the City, or designated City Department. Additionally Contractor shall submit an annual report to the City, or designated City Department.

V. IN PROVIDING ALL SERVICES, CONTRACTOR SHALL COMPLY WITH THE FOLLOWING PERSONNEL PROVISIONS:

A. Personnel. The Contractor must notify City in writing when new hires or reassignments of personnel. The City shall be notified regarding any changes in the proposed personnel duties or hours that deviate from the Agreement. In addition, City shall be notified regarding any changes in proposed personnel duties or hours for the following personnel: Project Manager, Data Managers or Analyst(s).

B. Drivers. Drivers shall hold California Driver’s License of the Class required to drive transit vehicles and transport passengers, and meet all applicable local and state and federal requirements. Contractor shall ensure drivers meet these requirements.

C. Data Analyst. Contractor will employee a “Data Analyst.” The Contractor shall ensure that a person proficient in the use of data and preparation of form and/or reports at the highest level of accuracy and reliability is available for the City’s Public Transportation Services. The Data Analyst should have previous experience preparing NTD reports, and will be responsible for drafting and preparing the NTD report on behalf of the City.

E. Project Manager. Contractor will employee a Project Manager competent in all areas of the City’s Public Transportation Services. Project Manager must be available by telephone during all operating hours to make decisions, supervise staff and provide coordination as necessary. The Project Manager shall be required to attend bi-monthly meetings located at 6330 Pine Ave, Bell, CA 90201 with City staff, to determine contract compliance, adherence to performance standards, to troubleshoot problem areas, and to discuss operations, marketing and promotional activities.

The City reserves the right to remove the Project Manager, as its sole discretion and require that the Contractor replace said individual with another project Manager acceptable to the City. Should Contractor have a need to replace the Project Manager, Contractor shall identify the proposed Project Manager and provide a detailed resume at least thirty (30) days in advance to the replacement date.

F. Drug and Alcohol Compliance. The Contractor shall comply with the City’s mandatory controlled substance and alcohol testing certification program for drivers
adopted in accordance with the provisions of California Government Code Section 53075.5 (b)(3)(A). Additionally, the City, as a grantee of the United States Department of Transportation (USDOT) requires compliance with Federal Transit Administration (FTA) drug and alcohol testing rules, including, without limitation, Title 49 of the Code of Federal Regulations (CFR), Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) and Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and Contractor shall comply with the FTA’s drug and alcohol testing rules.

Contractor will drug test its drivers (1) prior to receiving permission to drive for the first time, (2) annually prior to their permit renewal, (3) when involved in an accident, (4) for cause when drug or alcohol use is suspected, and (5) randomly in accordance with federal guidelines.

In providing transportation service or performing "safety-sensitive" functions for the City, Contractor shall comply with the standards adopted by the City for Drug and Alcohol Testing. As used in this section, "safety-sensitive" functions are defined as follows: operating a revenue service vehicle, even when not in revenue service; operating a non-revenue service vehicle, when it is required to be operated by a Commercial Driver’s License (CDL) holder; controlling dispatch or movement of a revenue service vehicle; maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service; and carrying a firearm for security purposes. Any supervisor who performs, or may be required to perform any of the functions listed above is also considered a safety-sensitive employee.

Contractor has the responsibility to review and analyze all job functions within the company to determine which job classifications are considered "safety-sensitive".

Contractor must certify that it has or will establish and implement a drug and alcohol testing program in accordance with the requirements of 49 CFR Part 40 and Part 655.

Contractor must submit its drug and alcohol testing program to the City upon executing this Agreement.

Contractor shall provide annual statistical reports, using the applicable forms required by the FTA, (for the year ending in December) to the City, by February 15 of each year. These reports include training records and statistics for all of the following required types of tests: pre-employment; random; post-accident; follow-up; and return to duty.

On Pre-Employment tests, Contractor shall quarterly provide the City with a complete list of covered employees with negative pre-employment test results, completed USDOT Federal Custody and Control Form (CCF) and completed USDOT Breath Alcohol Testing form. Results of testing shall also be made available to the City upon request.
Contractor shall retain the following records for a five (5) year period: verified Positive Drug screen results; alcohol test records of 0.02 or greater; documentation of refusal to take a required drug or alcohol test; documentation of employee disputes; evidential breath device calibration documentation; employee evaluation and referrals; and annual MIS reports.

Contractor shall retain the following records for a period of three (3) years: information obtained through previous employer record checks.

Contractor shall retain the following records for a period of two (2) years: records related to the collection process (excluding EBT calibration); and education and training records.

Contractor shall retain the following records for a period of one (1) year: alcohol test results of less than 0.02; and records of negative drug test results.

G. California Department of Motor Vehicles (DMV) Pull Notice Practices.
Contractor shall comply with the requirements of the California Department of Motor Vehicles Pull Notice Program. Contractor will be enrolled in the DMV Pull Notice Program, and shall ensure drivers meet the following criteria:

1. No more than three (3) moving violations during the five (5) year period preceding application for the City’s Public Transportation Services.

2. No more than one (1) moving violation within the twelve (12) month period preceding application for the City’s Public Transportation Services; this will continue to be monitored during each semi-annual review of the driving record.

3. No reckless driving violations shall be allowed; evidence of reckless driving violation shall be grounds for removal from the City’s Public Transportation Services.

4. Under no condition shall an applicant be accepted as a driver for the City’s Public Transportation Services if he or she has ever been convicted of a felony and/or he or she has ever been convicted of a drug or alcohol offense or had his or her license suspended due to a drug or alcohol offense and, if convicted after employment of such offense, shall be considered grounds for immediate dismissal from this program.

H. Day to Day Management. Management of the day-to-day operations of the City’s Public Transportation Services shall be vested in the Contractor. At all times during hours of operation, Contractor shall provide all necessary management, operational, and administrative personnel whose expertise, experience and responsiveness shall ensure efficient operation of the all the service described herein. Services shall be managed by the Contractor in accordance with City policies and procedures and within the parameters established by the City.
I. Uniforms and Identification Badges. Contractor shall require all drivers to wear a suitable and appropriate uniform as a means of identifying the employee. All employees of Contractor who come into contact with the public shall carry suitable identification badges or cards upon their person. The burden of uniform purchase is the sole responsibility of the Contractor. The uniform choice will be coordinated and approved by the City.

J. Employee Appearance and Conduct. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Drivers should be alert, clean, careful, courteous, sober, drug free and competent in their driving skills. Contractor shall regularly train its employees in customer courtesy and shall prohibit the use of loud or profane language. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures.

K. Accident/Emergency Procedures. Contractor shall establish and adhere to accident and emergency procedures that include vehicle accidents, patron injury or on-board illness, earthquake, fire or related physical episodes.

L. Safety and Training. Contractor will establish and adhere to a comprehensive safety plan. Training plan must have a minimum sixty (60) hour of new-hire orientation and driver training in the following areas: (1) vehicle handling and safety, (2) defensive driving techniques, (3) emergency first aid, (4) cardiopulmonary resuscitation, (5) passenger assistance and handling, (6) empathy/sensitivity training, (7) mobility device securement, and (8) customer service training.

Contractor must provide drivers with training before assignment to a class of vehicle or within sixty (60) days of hire.

“New Hire” training shall be no less than the minimum required by law and shall include both classroom and behind-the-wheel training. The City requires that drivers receive at least 50% of their defensive driver training and the “hands on” portion of the sensitivity training prior to providing service in this program. All remaining new-hire driver training must be completed no more than thirty (30) days after any given driver begins providing service.

“Refresher” training is required for all drivers on an annual basis and may be addressed through routine safety meetings. Monthly safety meetings shall be conducted for all personnel associated within this contract to advise them of changes in procedure and to reinforce practices related to provision of quality service. The Contractor shall maintain records of new-hire training completion and safety meeting attendance.

M. Gratuities. Under no circumstances shall the drivers accept gratuities and/or tips from the patron or public when operating in the City.
VI. IN PROVIDING ALL SERVICES, CONTRACTOR SHALL PROVIDE THE FOLLOWING TECHNICAL EQUIPMENT:

A. Computer Assisted Dispatch / Routing System. The Contractor shall provide the hardware, software, telephone line, accompanying equipment and necessary training to create and fully implement a computer-assisted dispatch / routing system.

B. Telephone Equipment. Contractor shall provide a telephone system sufficient to receive the volume of customer reservation calls, be familiar with the phone system being used, and ensure rapid and accurate response to phone calls. Contractor will answer 95% of calls within five (5) minutes, and hold times should not exceed two (2) minutes. Phone system should include Telephone Digital Display (TDD) capability.

C. Telephone Lines. Contractor shall provide at least one (1) dedicated toll-free telephone number for the DAR Transportation Service. If requested at the time contract expires, Contractor shall relinquish ownership of all toll-free telephone numbers to the City and Contractor shall take the burden of any applicable charges in the transferring of ownership of toll-free number.

D. Reservation Operation Hours. For the DAR Transportation Service, Contractor dispatching office shall be available to take reservations Monday through Friday from 6:30 AM to 7:30 PM and on Saturday and Sunday from 8:30 AM to 6:00 PM. The Dispatcher shall have demonstrated experience in dispatching and putting together shared rides, in a timely manner with bilingual Spanish English abilities

E. Dispatch and Scheduling Equipment. Contractor shall provide a computer assisted Dispatch and Scheduling software system capable of maintaining a list of patrons, patron ride and use history, ride time, and scheduled pick-up time. The system should also provide subscription, next day and real time reservations and dispatch, and have the capability of verifying no show trips.

F. Dispatch Office Hours. Contractor will provide Dispatch and Scheduling functions 24 hours a day, 365 days per year for the DAR Transportation Service.

Contractor shall also have a computerized dispatch center capable of dispatching Taxis in a timely and efficient manner to the City for the Demand Response Taxi Dial-A-Ride Service. Contractor to provide the necessary personnel to operate the dispatch center during the hours of 6:00 AM to 9:00 PM daily for the Demand Response Taxi Dial-A-Ride Service.

G. Radio Equipment. The Contractor shall be responsible for equipping two-way radios or other advanced communication devices connecting each vehicle used in the Fixed Route Bus Program and the DAR Transportation Service with the service to dispatch facilities.
H. **Electronic Swipe Card Readers.** Contractor to install in all vehicles used in the Fixed Bus Service and DAR Transportation Service an electronic swipe card reader capable of interfacing with a GPS, an electronic billing system and a computer data management system.

I. **Other Equipment.** Contractor shall equip each vehicle with a fire extinguisher, taxi meter with a current approval and inspection by the Department of Weights and Measures, a device for alerting authorities in case of hijacking or robbery, and a digital terminal for receiving rider information.
FIXED ROUTE MAP

EXHIBIT "A-1"
EXHIBIT “A-2”

FIXED ROUTE STOP TIMES

I. Weekends:
   A. Saturday Only
   B. Saturday operation is from 7:00 AM – 3:00 PM, ending at the Arrive/Civic Center time of 2:52 PM.

II. Weekdays:

<table>
<thead>
<tr>
<th>Depart/ Civic Center</th>
<th>Gage/ Walker</th>
<th>Florence/ Eastern</th>
<th>Clara Street</th>
<th>Atlantic/ Florence</th>
<th>Bell/ California</th>
<th>Arrive/ Civic Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00am</td>
<td>7:05am</td>
<td>7:10am</td>
<td>7:15am</td>
<td>7:20am</td>
<td>7:25am</td>
<td>7:32am</td>
</tr>
<tr>
<td>7:40am</td>
<td>7:45am</td>
<td>7:50am</td>
<td>7:55am</td>
<td>8:00am</td>
<td>8:05am</td>
<td>8:12am</td>
</tr>
<tr>
<td>8:20am</td>
<td>8:25am</td>
<td>8:30am</td>
<td>8:35am</td>
<td>8:40am</td>
<td>8:45am</td>
<td>8:52am</td>
</tr>
<tr>
<td>9:00am</td>
<td>9:05am</td>
<td>9:10am</td>
<td>9:15am</td>
<td>9:20am</td>
<td>9:25am</td>
<td>9:32am</td>
</tr>
<tr>
<td>9:40am</td>
<td>9:45am</td>
<td>9:50am</td>
<td>9:55am</td>
<td>10:00am</td>
<td>10:05am</td>
<td>10:12am</td>
</tr>
<tr>
<td>10:20am</td>
<td>10:25am</td>
<td>10:30am</td>
<td>10:35am</td>
<td>10:40am</td>
<td>10:45am</td>
<td>10:52am</td>
</tr>
<tr>
<td>11:00am</td>
<td>11:05am</td>
<td>11:10am</td>
<td>11:15am</td>
<td>11:20am</td>
<td>11:25am</td>
<td>11:32am</td>
</tr>
<tr>
<td>11:40am</td>
<td>11:45am</td>
<td>11:50am</td>
<td>11:55am</td>
<td>12:00pm</td>
<td>12:05pm</td>
<td>12:12pm</td>
</tr>
<tr>
<td>12:20pm</td>
<td>12:25pm</td>
<td>12:30pm</td>
<td>12:35pm</td>
<td>12:40pm</td>
<td>12:45pm</td>
<td>12:52pm</td>
</tr>
<tr>
<td>1:00pm</td>
<td>1:05pm</td>
<td>1:10pm</td>
<td>1:15pm</td>
<td>1:20pm</td>
<td>1:25pm</td>
<td>1:32pm</td>
</tr>
<tr>
<td>1:40pm</td>
<td>1:45pm</td>
<td>1:50pm</td>
<td>1:55pm</td>
<td>2:00pm</td>
<td>2:05pm</td>
<td>2:12pm</td>
</tr>
<tr>
<td>2:20pm</td>
<td>2:25pm</td>
<td>2:30pm</td>
<td>2:35pm</td>
<td>2:40pm</td>
<td>2:45pm</td>
<td>2:52pm</td>
</tr>
<tr>
<td>3:00pm</td>
<td>3:05pm</td>
<td>3:10pm</td>
<td>3:15pm</td>
<td>3:20pm</td>
<td>3:25pm</td>
<td>3:32pm</td>
</tr>
<tr>
<td>3:40pm</td>
<td>3:45pm</td>
<td>3:50pm</td>
<td>3:55pm</td>
<td>4:00pm</td>
<td>4:05pm</td>
<td>4:12pm</td>
</tr>
<tr>
<td>4:20pm</td>
<td>4:25pm</td>
<td>4:30pm</td>
<td>4:35pm</td>
<td>4:40pm</td>
<td>4:45pm</td>
<td>4:52pm</td>
</tr>
<tr>
<td>5:00pm</td>
<td>5:05pm</td>
<td>5:10pm</td>
<td>5:15pm</td>
<td>5:20pm</td>
<td>5:25pm</td>
<td>5:32pm</td>
</tr>
<tr>
<td>5:40pm</td>
<td>5:45pm</td>
<td>5:50pm</td>
<td>5:55pm</td>
<td>6:00pm</td>
<td>6:05pm</td>
<td>6:12pm</td>
</tr>
<tr>
<td>6:20pm</td>
<td>6:25pm</td>
<td>6:30pm</td>
<td>6:35pm</td>
<td>6:40pm</td>
<td>6:45pm</td>
<td>6:52pm</td>
</tr>
</tbody>
</table>
EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. The following Section 2.4 is amended and shall now read as follows:

2.4 Invoices

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person. Invoice shall be mailed to Accounts Payable, 6330 Pine Avenue, Bell, CA 90201.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor’s correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

II. The following Article 5 is amended and shall now read as follows:

ARTICLE 5: INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages – Advance Reservation Dial-A-Ride Paratransit Program

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(g) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in
an amount not less than $5,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(h) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(i) **Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent).** A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(j) **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

5.2 **Insurance Coverages – Fixed Route Bus Program.**

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) **Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent).** A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $5,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) **Worker's Compensation Insurance.** A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent).** A policy of comprehensive automobile liability insurance
written on a per occurrence for bodily injury and property damage in an amount not less than $3,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

5.3 **Insurance Coverages – Demand Response Taxi Dial-A-Ride Program.**

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) **Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent).** A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $2,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) **Worker’s Compensation Insurance.** A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent).** A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

5.4 **General Insurance Requirements.**

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not
contribute with Contractor’s insurance. The insurer is deemed hereof to waive all rights of
subrogation and contribution it may have against the City, its officers, employees and agents and
their respective insurers. Moreover, the insurance policy must specify that where the primary
insured does not satisfy the self-insured retention, any additional insured may satisfy the self-
insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or
cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice
by certified mail return receipt requested to the City. In the event any of said policies of
insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence
of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has
provided the City with Certificates of Insurance, additional insured endorsement forms or
appropriate insurance binders evidencing the above insurance coverages and said Certificates of
Insurance or binders are approved by the City. City reserves the right to inspect complete,
certified copies of and endorsements to all required insurance policies at any time. Any failure to
comply with the reporting or other provisions of the policies including breaches or warranties
shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate
endorsement) and shall conform to the following “cancellation” notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL
THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER
NAMED HEREIN.

[to be initialed] 
Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents
and volunteers are to be covered as additional insureds as respects: liability arising out of
activities Contractor performs; products and completed operations of Contractor; premises
owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by
Contractor. The coverage shall contain no special limitations on the scope of protection afforded
to City, and their respective elected and appointed officers, officials, employees or volunteers.
Contractor’s insurance shall apply separately to each insured against whom claim is made or suit
is brought, except with respect to the limits of the insurer’s liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At
the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured
retentions as respects City or its respective elected or appointed officers, officials, employees and
volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor’s indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.5 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitees' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(d) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(e) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(f) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or
employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.
EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks at the following rates:

<table>
<thead>
<tr>
<th>RATE</th>
<th>RATE</th>
<th>RATE</th>
<th>UNIT</th>
<th>AMOUNT</th>
<th>COST</th>
<th>COST</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>YEAR</td>
<td>YEAR</td>
<td>YEAR</td>
<td></td>
<td></td>
<td>FOR 1</td>
<td>FOR 2</td>
<td>FOR 3</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td></td>
<td></td>
<td>YEAR</td>
<td>YEAR</td>
<td>YEAR</td>
</tr>
</tbody>
</table>

A. Advance Reservation Dial-A-Ride Paratransit Service

| $59.09 | $59.68 | $60.64 | Service Hour | 3,084 hours | $182,233.56 | 184,053.12 | 187,013.76 |

B. Fixed Route Bus Service

| $57.23 | $59.21 | $59.82 | Service Hour | 3,336 hours | $190,919.28 | $197,524.56 | 199,559.52 |

C. Demand Response Taxi Bases Dial-A-Ride Service

| $2.45  | $2.45  | $2.45  | Per Mile     | 22,040.82 miles | $54,000.01 | $40,000.01 | $40,000.01 |

II. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Number of Service Hours for Fixed Bus Route.

B. Number of Service Hours for the Advance Reservation Dial-A-Ride Paratransit Route.

C. Detail of each taxi ride provided and the cost of calculation for each ride.

III. The total compensation for the Services shall not exceed $1,303,303.80 as provided in Section 2.1 of this Agreement.

A. The maximum annual contract costs for each year is:

Year 1, September 20, 2018 – September 19, 2019: $427,152.85

Year 2, September 20, 2019 – September 19, 2020: $435,577.69

Year 3, September 20, 2020 – September 19, 2021: $440,573.29
IV. Service Complaint Penalties

Service complaints include, but are not limited to: missed pick-ups, failure to pick-up, late pick-ups, and/or rude behavior (including asking/demanding tip).

For every third (3rd) verified complaint the City receives about the Contractor, it will deduct one hundred dollars ($100.00) per verified complaint during any calendar month. Accordingly, three hundred dollar ($300.00) will be deducted for three (3) verified complaints during any calendar month.

City will notify Contractor in writing that said penalty is imminent and request Contractor to reduce their invoice by the penalty amount in the following month's invoice. Invoice shall clearly identify such transaction.

V. Service Incentives

Contractor may earn an annual incentive of two (2) percent of the annual contract payment if all of the following conditions are met:

A. Contractor has maintained a 95% good or better customer service rating after City conducts annual survey in the Spring;

B. All reports have been submitted to City in a timely and acceptable form;

C. Ridership level have been consistently increasing;

D. Response time goals have been met 95% of the time;

E. Terminal Inspection reports (California Highway Patrol) have a Satisfactory or better rating;

F. Vehicles have been maintained in A-1 condition as demonstrated by date stamped digital photo surveys, random City Inspections, and vehicle maintenance reports; and

G. Contractor has not had more than five (5) verified complaints during the year of operation and not had a penalty assessed.

City will notify Contractor in writing that said incentive is achieved and request Contractor to increase their invoice by the incentive amount in the following month's invoice. The invoice shall clearly identify such transaction.
EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for three (3) years from the date hereof. The City may, in its sole and absolute discretion, extend the term for two one-year periods so long as there are funds appropriate for the Service under this Agreement and upon the same terms and conditions, including price.

II. Contractor shall perform all Services in accordance with a schedule approved by the Contract Officer, set forth in this Exhibit D, consistent with the following:

A. Advanced Reservation DAR Transportation Services

The Advanced Reservation DAR Transportation Services will be provided during the following days and hours:

<table>
<thead>
<tr>
<th>Weekdays (Monday – Friday)</th>
<th>Saturdays</th>
<th>Holidays and Sundays</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 AM to 5:00 PM</td>
<td>9:00 AM to 3:00 PM</td>
<td>No Service</td>
</tr>
</tbody>
</table>

B. Fixed Route Bus Transportation Services

The Fixed Route Bus Transportation Services will be provided during the following days and hours:

<table>
<thead>
<tr>
<th>Weekdays (Monday – Friday)</th>
<th>Saturdays</th>
<th>Holidays and Sundays</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 Am to 7:00 PM</td>
<td>11:00 AM to 5:00 PM</td>
<td>No Service</td>
</tr>
</tbody>
</table>

C. Demand Based Taxi Service

The hours of service for the Taxi Based Dial-A-Ride are from 5:00 AM to 8:00 PM daily, seven days a week, except for Independence Day (July 4th) and New Year's Day.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.
CERTIFICATE OF LIABILITY INSURANCE

DATE: 03/19/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NOVA INSURANCE SERVICES
P.O. Box 280087
Northridge, CA 91328-0087

CONTACT
NAME: Bahman Bitaraf
PHONE: 818-882-2222
FAX: 818-882-2252
E-MAIL ADDRESS: 

INSURED
GLOBAL PARATRANSIT, INC
400 W COMPTON BLVD
GARDENA, CA 90248

INSURER(Affording Coverage)
INSURER A: Alano Insurance Co.
NAIC # 28339
INSURER B: 
INSURER C: 
INSURER D: 
INSURER E: 
INSURER F: 

COVERAGE
CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>LIMIT</th>
<th>TYPE OF INSURANCE</th>
<th>Certificate Number</th>
<th>Policy Number</th>
<th>Policy Start</th>
<th>Policy End</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CA38010P2018</td>
<td></td>
<td>03/17/18</td>
<td>03/17/19</td>
<td>5,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LOC: 400 W. COMPTON BLVD GARDENA, CA 90248

*10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM.
**CERTIFICATE IS SUBJECT TO POLICY LIMITS, CONDITIONS AND EXCLUSIONS.
***CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR.

CERTIFICATE HOLDER
The City of Bell (*Public Agency*)
Its elected officials, officers, attorney
employees and volunteers
6330 Pine Ave
Bell, CA 90201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/24/2018

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NOVA INSURANCE SERVICES
P.O. BOX 280087
NORTH RIDGE, CA 91328-0087

GLOBAL PARTRANSPORT, INC
400 W COMPTON BLVD
GARDENA, CA 90248

COVERAGES

CATASTROPHIC LIABILITY

 TYPE OF INSURANCE
 ADJUSTER EXPIR. POLICY NUMBER
 GENERAL LIABILITY
 COMMERCIAL GENERAL LIABILITY
 CLAIMS-MADE
 OCCUR

 EXCESS LIABILITY
 OCCUR
 CLAIMS-MADE

 AUTOMOBILE LIABILITY
 ALL OWNED AUTOS
 SCHEDULED AUTOS
 NON-OWNED AUTOS

 WORKERS COMPENSATION AND EMPLOYER'S LIABILITY
 ANY PROPRIETORS/SHAREHOLDERS
 EXECUTIVE OFFICERS EXCLUDED? (Mandatory in NM)

 DED RETENTION

 OCCUR
 AGGRAVATED

 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

 PARTRANSPORT SERVICE

 Deductible per Claim BI/PD $2,500

 10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM.

 **CERTIFICATE IS SUBJECT TO POLICY LIMITS, CONDITIONS AND EXCLUSIONS.

 **Certificate Holder is included as an Additional Insured With Respect to Named Insured's Operation

 CERTIFICATE HOLDER

 PARTRANSPORT

 6330 Pine Ave

 Bell, CA 90201

 CANCELLATION

 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 ACORD 25 (2010/09)

 © 1998-2010 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:
Commercial Lines
USI Insurance Services National, Inc.
2601 South Bayshore Drive, Suite 1600
Coconut Grove, FL 33133

INSURED:
Strategic Outsourcing, Inc.
L/C Global Paratransit, Inc.
PO Box 241448
Charlotte, NC 28224

COVERAGES

CERTIFICATE NUMBER: 12766123

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR TYPE OF INSURANCE ADD'L SUBR INSD. WDP POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXPIR (MM/DD/YYYY) LIMITS

COMMERCIAL GENERAL LIABILITY
CLAIMS MADE

GENERAL AGGREGATE LIMIT APPLIES PER PERSON
EXCESS LIABILITY
CLAIMS MADE

AUTO LIABILITY
OWNED AUTOS
SCHEDULED AUTOS
NON-OWNED AUTOS

UMBRELLA LIABILITY
CLAIMS MADE

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

CERTIFICATE HOLDER
The City of Bell (Public Agency)
Its elected officials, officers, attorneys, employees and volunteers
8330 Pine Avenue
Bell, CA 90201

CONTACT
NAME:
Evan Hiltz
PHONE:
323-572-2412
FAX:
1-800-572-2412
E-MAIL:
certs@nlined.com
ADDRESS:

INSURER A:
ACE American Insurance Company
INSUREE:
L/C Global Paratransit, Inc.
INSURED:
Strategic Outsourcing, Inc.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers' Compensation Insurance is limited to employees of Global Paratransit, Inc. through a co-employment contract with Strategic Outsourcing, Inc.

CERTIFICATE HOLDER holder

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.