

# City of Petaluma, California

## Memorandum

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*Public Works & Utilities, 202 North McDowell Blvd., Petaluma, CA 94954*  
*(707) 778-4546 Fax (707) 778-4508 E-mail: [dwrc@ci.petalum.ca.us](mailto:dwrc@ci.petalum.ca.us)*

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DATE: 9/27/2023

TO: Signatories

FROM: Jared Hall – Transit Manager, Public Works and Utilities Department  
 Christopher J. Bolt, Director, Public Works and Utilities Department

SUBJECT: Petaluma Transit Operations & Maintenance Professional Services Agreement

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**Agreement:** Petaluma Transit Operations and Maintenance Professional Services Agreement

**Title:** One-Year Renewal and Amendment No. 2 to Professional Services Agreement for FY24

**Consultant:** **MV Transportation**

**Project Account #:** 6500.65200-65300.64111

**Amount of contract:** \$2,190,952

**Amount budgeted:** \$2,152,500 (Q3 budget supplemental will ensue)

**Source of Funding:** 6500.65200-65300.64111

**Scope of Services:** Petaluma Transit Operations and Maintenance

**Term of contract:** July 1 2023 – June 30, 2024

**Contract Manager:** Jared Hall

**Council approval:** ☒ yes, on 9/18/2023 ☐ no

**Resolution Number:** (if applicable)

**Pre-contract review?** ☒ yes, with Eric Danly/Dylan Brady ☒ no

**Routing:** ☒ Normal ☐ Please Expedite – Need by \_\_\_\_\_

If everything is satisfactory, please sign and route to the next person on the list. After all the parties have signed the agreement, **please return it to Tiffany Avila, Administrative Assistant – Department of Public Works and Utilities for distribution.**

Enclosure

C:

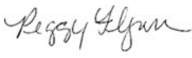
File - <S:\Transit\CC Agenda Bills\Transit Operation Contracts\FY24 Extension>

# SIGNATURE ROUTING SHEET FOR

One-Year Renewal and Amendment No. 2 to Professional Services Agreement for FY24  
With MV Transportation  
(Agreement/Project Title)

Please keep the original of this document with the City Clerk's executed original of the contract.

## CITY OF PETALUMA

DocuSigned by:  
  
03D99C70B34748C...  
City Manager


9/28/2023  
Dated

## ATTEST:

DocuSigned by:  
  
104609A429E4492...  
City Clerk

9/29/2023  
Dated

## APPROVED AS TO FORM:

DocuSigned by:  
  
25B8C550ED25412...  
City Attorney


9/28/2023  
Dated

## APPROVED:

DocuSigned by:  
  
01EC38441A7A45E...  
Department Director


9/27/2023  
Dated

## APPROVED:

DocuSigned by:  
  
B1750BDB3CDF468...  
Risk Manager

9/28/2023  
Dated

## APPROVED:

DocuSigned by:  
  
C79701109A774D8...  
Finance Director

9/28/2023  
Dated

file name:

## Resolution No. 2023-147 N.C.S. of the City of Petaluma, California

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PETALUMA AUTHORIZING THE RENEWAL AND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR PETALUMA TRANSIT OPERATIONS & MAINTENANCE**

**WHEREAS**, the City of Petaluma seeks to “Provide for a range of attractive and viable transportation alternatives, such as bicycle, pedestrian, rail, and transit” as a guiding principle in the 2025 City General Plan; and

**WHEREAS**, the City of Petaluma Department of Public Works and Utilities has identified transit as a vital piece of achieving multimodal accessibility through Petaluma; and

**WHEREAS**, the City of Petaluma has provided fixed route transit service (“Petaluma Transit”) and paratransit service (“Petaluma Paratransit”) service throughout the city for over four decades; and

**WHEREAS**, the City of Petaluma contracts for operations and maintenance of its public transportation services, and periodically conducts a competitive Request for Proposal (RFP) process for these services; and

**WHEREAS**, the City of Petaluma previously awarded the Amended FY19-25 Petaluma Transit and Operations Agreement (Agreement), attached to the concurrent staff report as Attachment 1, to MV Public Transportation upon completion of a competitive RFP process in June 2018 with revision in October 2022; and

**WHEREAS**, the term of the Agreement is four base years (FY19-22) with three additional option years included (FY23, FY24, FY25); and

**WHEREAS**, the City of Petaluma seeks to exercise the second one-year option to extend the Petaluma Transit and Operations Agreement with MV Public Transportation for FY24; and

**WHEREAS**, this action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378, as approving an agreement with the MV Public Transportation to perform operations and maintenance services for the Petaluma Transit and Paratransit programs as outlined in the operating agreement and associated scope of work does not meet CEQA's definition of a “project,” because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, because it is a fiscal activity and that will not increase the level of services from those that already exist.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Petaluma as follows:

1. Declares the above recitals are hereby declared to be true and correct and are incorporated into this resolution as findings of the City Council.
2. This action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378, as approving an agreement with the MV Public Transportation to perform operations and maintenance services for the Petaluma Transit and Paratransit programs as outlined in the operating agreement and associated scope of work does not meet CEQA's definition of a “project,” because the action does not have the potential for resulting in either a direct physical

change in the environment or a reasonably foreseeable indirect physical change in the environment, because it is a fiscal activity and that will not increase the level of services from those that already exist.

3. Authorizes the City Manager to execute all required documents to exercise the second one-year option to extend the Petaluma Transit and Operations Agreement with MV Public Transportation (Agreement) and execute Amendment No. 2, attached hereto as Exhibit A.

Under the power and authority conferred upon this Council by the Charter of said City.

**REFERENCE:**

I hereby certify the foregoing Resolution was introduced and adopted by the Council of the City of Petaluma at a Regular meeting on the 18<sup>th</sup> day of September 2023, by the following vote:

Approved as to

DocuSigned by:



5EF85AE94F3048D...

City Attorney

**AYES:**

McDonnell, Barnacle, Cader Thompson, Healy, Nau, Pocekay, Shribbs

**NOES:**

None

**ABSENT:**


None

**ABSTAIN:**

None

**ATTEST:**

DocuSigned by:



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City Clerk

DocuSigned by:



FE316449A062476...

Mayor



**EXHIBIT A**

**AMENDMENT 2 TO THE MV TRANSPORTATION AGREEMENT**

**ONE YEAR RENEWAL AND AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT FOR  
Petaluma Transit Operations & Maintenance**

**WHEREAS**, on June 28, 2018, the City of Petaluma, a municipal corporation and a charter city (hereinafter referred to as “City”) and MV Public Transportation, Inc., (hereinafter referred to as “Consultant”) (collectively the “Parties”) entered into an Agreement by and between the Parties, and effective as of June 28, 2018; and

**WHEREAS**, on page 26 of the Agreement there is a provision entitled “TERM OF CONTRACT” that states, “The successful Proposer will complete all applicable training requirements during the month of June 2018, commence operations on July 1, 2018, and operate and maintain the service for a four-year period ending on June 30, 2022”; and

**WHEREAS**, the City Council approved Amendment #1 revising and executing the first option year of the agreement as executed on October 24, 2022 extending the agreement through June 30, 2023; and

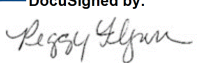
**WHEREAS**, the provision entitled “TERM OF CONTRACT” also states, “If and only if mutually agreeable by both parties, the contract may be extended for up to three additional years, in one-year increments, subject to the City of Petaluma City Council approval.”

**THEREFORE**, in consideration of the mutual covenants contained in the Agreement and in this Renewal No. 2, the Parties agree as follows:

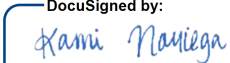
1. That it is mutually agreeable by both Parties, subject to the City of Petaluma City Council approval, to extend the Agreement for one additional year, ending on June 30, 2024.
2. Exhibit 1.1.2 attached to “One Year Renewal and Amendment No. 1” dated October 24, 2022 is hereby deleted and replaced with Exhibit Form 1.1.2 attached hereto.
3. This Renewal is deemed to be effective as of June 30, 2023, regardless of when it is executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document the 28<sup>th</sup> day of September, 2023.

**CITY OF PETALUMA**

DocuSigned by:  
  
03D99C70B34748C  
City Manager

ATTEST:

DocuSigned by:  
  
184689A429E4492...  
City Clerk

APPROVED AS TO FORM:

**CONSULTANT**

By   
Signature

Kevin Klika, President & COO

Name and Title

2711 N Haskell Ave, Suite 1500 LB2

Address

Dallas, TX 75204

DocuSigned by:  
*DYLAN BRADY*  
25B8C556ED25412...  
City Attorney

City	State	Zip
11-3706367		
Taxpayer I.D. Number		
L-0801812		
Petaluma Business Tax Certificate Number		

Attachment A,

MV Public Transportation, Inc. Updated Wage Chart & Benefit Summary – FY24

Form 1.1.2: BUDGET PROPOSAL  
OPERATINS AND MAINTENACE  
Fixed Route and Paratansit

	OPTION YEARS		
	FY23	FY24	FY25
Variable Cost Per Hour: Fixed Route	\$ 46.18	\$ 48.65	\$ 51.62
Variable Cost Per Hour: Paratransit	\$ 43.86	\$ 46.21	\$ 49.04
Monthly Fixed Fee	\$ 84,746	\$ 96,247	\$ 92,847
Monthly Liability Insurance (General & Auto)	\$ 9,992	\$ 10,478	\$ 10,987
Total Monthly Fixed Cost (Fixed Fee + Insurance)	\$ 95,719	\$ 107,716	\$ 104,893
One-Time Start-Up Expenses			
Elements of Cost/Hour			
Operator Wages	\$ 31.07	\$ 32.72	\$ 34.68
Operator Benefits	\$ 14.37	\$ 15.15	\$ 16.12
Other Hourly Operating Costs (specify and list):			
1. Describe			
2. Describe			
3. Describe			
4. Describe			
5. Describe			
<b>TOTAL MONTHLY COST PER HOUR</b>	<b>\$ 45.44</b>	<b>\$ 47.87</b>	<b>\$ 50.80</b>
Elements of Monthly Fixed Fee			
General Manager Salary	\$ 8,611	\$ 9,042	\$ 9,494
General Manager Benefits	\$ 1,376	\$ 1,451	\$ 1,529
Safety & Training Supervisor/Road Sup. Salary	\$ 6,155	\$ 6,463	\$ 6,786
Safety & Training Supervisor/Road Sup. Benefits	\$ 1,169	\$ 1,233	\$ 1,301
Road Supervisor Salary	\$ 5,308	\$ 5,574	\$ 5,852
Road Supervisor Benefits	\$ 490	\$ 513	\$ 536
Dispatchers Salary	\$ 15,867	\$ 16,663	\$ 17,491
Dispatchers Benefits	\$ 1,487	\$ 1,555	\$ 1,625
Paratransit scheduling/disptaching software (lease)	\$ 1,980	\$ 2,040	\$ 2,101
Trapeze Self Service Trip Booking	\$ 136	\$ 141	\$ 145
Trapeze Text Notification	\$ 244	\$ 252	\$ 260
Subtotal (Monthly Operations)	<b>\$ 42,824</b>	<b>\$ 44,924</b>	<b>\$ 47,119</b>
Mechanic Salary	\$ 7,733	\$ 8,685	\$ 9,090
Mechanic Benefits	\$ 1,599	\$ 1,816	\$ 1,902
Fleet Technician Salary	\$ 6,335	\$ 6,652	\$ 6,986
Fleet Technician Benefits	\$ 1,374	\$ 1,445	\$ 1,520
Fueler/Washer/Utility/Bus Shelter Helper Salary	\$ 4,677	\$ 9,877	\$ 10,121
Fueler/Washer/Utility/Bus Shelter Helper Benefits	\$ 1,106	\$ 2,341	\$ 2,401
Other Salary 1- Describe			
Subtotal (Monthly Maintenance)	<b>\$ 22,824</b>	<b>\$ 24,798</b>	<b>\$ 25,179</b>
Non-Vehicle Insurance	\$ 365	\$ 376	\$ 387
Office Expenses	\$ 429	\$ 442	\$ 455
Uniform Expenses	\$ 287	\$ 295	\$ 304
Training Expenses	\$ 1,123	\$ 1,157	\$ 1,192
Incentives/Liquidated Damages	\$ -	\$ -	\$ -
Letter of Credit	\$ -	\$ -	\$ -
Contract Overhead- Describe	\$ 8,180	\$ 8,995	\$ 9,473
Other Expenses (specify):	\$ -	\$ -	\$ -
1. Mobile Eye Install	\$ -	\$ -	\$ -
1a. Mobile Eye	\$ -	\$ -	\$ -
1b. Drive Cam	\$ -	\$ -	\$ -
2. Equipment Depreciation	\$ 270	\$ -	\$ -
3. Interest	\$ 507	\$ 502	\$ 502
4. Software & Cell Phone	\$ 310	\$ 320	\$ 329
5. Business Tax & License	\$ 77	\$ 79	\$ 82
6. Bus Passes	\$ 1,114	\$ 1,148	\$ 1,182
7. Employment Verification	\$ 419	\$ 431	\$ 444
8. Tool Allowance	\$ 56	\$ 58	\$ 60
9. Service Supplies	\$ 120	\$ 124	\$ 128
Profit	\$ 5,839	\$ 6,586	\$ 6,879
Subtotal (Contract Expenses)	<b>\$ 19,098</b>	<b>\$ 19,645</b>	<b>\$ 20,548</b>
<b>TOTAL MONTHLY FIXED FEE</b>	<b>\$ 84,746</b>	<b>\$ 96,254</b>	<b>\$ 100,556</b>

**Form 2.1.1: WAGE PROPOSAL  
OPERATIONS AND MAINTENANCE  
Fixed Route and Paratransit**

	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
<b>DRIVER</b>			
<b>Training</b>	\$ 25.25	\$ 26.51	\$ 27.84
<b>In-service start</b>	\$ 25.25	\$ 26.51	\$ 27.84
<b>1 year</b>	\$ 25.50	\$ 26.78	\$ 28.11
<b>2 years</b>	\$ 27.25	\$ 28.61	\$ 30.04
<b>3 years</b>	\$ 28.72	\$ 29.93	\$ 31.42
<b>NON-DRIVER</b>			
<b>Maintenance Supervisor (ASE A)</b>	\$ 41.50	\$ 43.58	\$ 45.75
<b>Mechanic (ASE B)</b>	\$ 34.00	\$ 37.49	\$ 39.36
<b>Fueler/Utility</b>	\$ 25.10	\$ 26.36	\$ 27.67
<b>Dispatcher</b>	\$ 24.33	\$ 25.55	\$ 26.82
<b>Road Supervisor</b>	\$ 59,254.00	\$ 62,216.70	\$ 65,327.54
<b>Safety Manager</b>	\$ 73,860.80	\$ 77,553.84	\$ 81,431.53
<b>General Manager</b>	\$103,334.40	\$108,501.12	\$ 113,926.18

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
 FOR ALL AGREEMENTS

Contractor's performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

**A. Required Minimum Scope of Insurance**

- ☒ Coverage shall be at least as broad as:  
 Insurance Services Office Commercial General Liability coverage:
  - a. Personal injury;
  - b. Contractual liability.
- ☒ Insurance Services Office form covering Automobile Liability (any auto), if no company owned autos, non-owned and hired auto applies.
- ☒ Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☒ Professional Liability/Errors and Omissions
- ☐ Crime/Employee Blanket Fidelity Bond
- ☐ Property Insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Pollution Liability Insurance
- ☐ Garage Liability
- ☐ Garagekeepers Insurance
- ☐ Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- ☐ Abuse or Molestation Liability Coverage

**A.1 Required for All Contracts**

- ☒ Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- ☒ Copy of the Declarations and Policy Endorsements Page for the CGL Policy

**B. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

- ☒ General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- ☐ Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- ☒ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

- ☒ Professional Liability/Errors and Omissions: \$1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
  - ☐ Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
  - ☐ All Risk Property Insurance: Full replacement cost.
  - ☐ Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
  - ☐ Garage Liability: \$1,000,000 per occurrence.
  - ☐ Garagekeepers Insurance: \$1,000,000 per occurrence.
  - ☐ Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
  2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.
  3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- ☐ Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.



### **C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### **D. Other Insurance Provisions**

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. Additional Insured: The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. Primary and Non-Contributory: For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The 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.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. Waiver of Subrogation: Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this

Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**F. Verification of Coverage**

**NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.**

# City of Petaluma, California

## Memorandum

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*Public Works & Utilities, 202 North McDowell Blvd., Petaluma, CA 94954*  
 (707) 778-4546 Fax (707) 778-4508 E-mail: [dwrc@ci.petaluma.ca.us](mailto:dwrc@ci.petaluma.ca.us)

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DATE: 9/7/2022

TO: Signatories

FROM: Jared Hall – Transit Manager, Public Works & Utilities  
 Christopher J. Bolt, MPA, PE, ICMA-CM – Director, Public Works & Utilities

DS  
JH

DS  
CJB

SUBJECT: One Year Renewal and Amendment No. 1 to Professional Services Agreement with MV Transportation Inc. for Petaluma Transit Operations and Maintenance

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**Agreement:** Petaluma Transit Operations and Maintenance  
**Title:** One Year Renewal and Amendment No. 1 to Professional Services Agreement  
**Consultant:** MV Transportation Inc  
**Project Account #:** 6500.65200-65300.64111  
**Amount of contract:** \$2,436,000  
**Amount budgeted:** \$2,050,000 (Q3 budget supplemental will ensue)  
**Source of Funding:** 6500.65200-65300.64111  
**Scope of Services:** Petaluma Transit Operations and Maintenance  
**Term of contract:** July 1 2022 – June 30, 2023  
**Contract Manager:** Jared Hall  
**Council approval:** ☒ yes, on 8/8/2022 ☒ no  
**Resolution Number:** (if applicable)  
**Pre-contract review?** ☒ yes, with CAO ☒ no  
**Routing:** ☒ Normal ☐ Please Expedite – Need by \_\_\_\_\_

If everything is satisfactory, please sign and route to the next person on the list. After all the parties have signed the agreement, **please return it to Tiffany Avila, Administrative Assistant – Department of Public Works and Utilities for distribution.**

Enclosure

C: Christopher Bolt  
 File

# SIGNATURE ROUTING SHEET FOR

ONE YEAR RENEWAL AND AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT WITH MV TRANSPORTATION INC. FOR  
PETALUMA TRANSIT OPERATIONS AND MAINTENANCE  
(Agreement/Project Title)

Please keep the original of this document with the City Clerk's executed original of the contract.


## CITY OF PETALUMA

DocuSigned by:  
  
03D09C70B34748C...  
City Manager  
10/24/2022  
Dated

## ATTEST:

DocuSigned by:  
  
184689A429E4492...  
City Clerk  
10/25/2022  
Dated

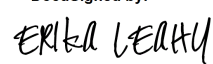
## APPROVED AS TO FORM:

DocuSigned by:  
  
25B8C556ED25412...  
City Attorney  
10/24/2022  
Dated

## APPROVED:

DocuSigned by:  
  
01EC38441A7A45E...  
Department Director  
10/19/2022  
Dated

## APPROVED:

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6D202698B77B417...  
Risk Manager  
10/24/2022  
Dated

## APPROVED:

DocuSigned by:  
  
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Finance Director  
10/24/2022  
Dated

file name:

## Resolution No. 2022-137 N.C.S. of the City of Petaluma, California

### **AUTHORIZING THE CITY MANAGER TO EXERCISE THE FIRST YEAR OPTION TO EXTEND THE PETALUMA TRANSIT AND OPERATIONS AGREEMENT WITH MV PUBLIC TRANSPORTATION AND EXECUTE AMENDMENT NO. 1**

**WHEREAS**, the City of Petaluma seeks to “Provide for a range of attractive and viable transportation alternatives, such as bicycle, pedestrian, rail, and transit” as a guiding principle in the 2025 City General Plan; and

**WHEREAS**, the City of Petaluma Department of Public Works and Utilities has identified transit as a vital piece of achieving multimodal accessibility through Petaluma; and

**WHEREAS**, the City of Petaluma has provided fixed route transit service (“Petaluma Transit”) and paratransit service (“Petaluma Paratransit”) service throughout the city for over four decades; and

**WHEREAS**, the City of Petaluma contracts for operations and maintenance of its public transportation services, and periodically conducts a competitive Request for Proposal (RFP) process for these services; and

**WHEREAS**, the City of Petaluma previously awarded the FY19-25 Petaluma Transit and Operations Agreement (Agreement), attached to the concurrent staff report as Attachment 2, to MV Public Transportation upon completion of a competitive RFP process in June 2018; and

**WHEREAS**, the term of the Agreement is four base years (FY19-22) with three additional option years included (FY23, FY24, FY25); and

**WHEREAS**, the City wished to maintain a healthy workforce for its Transit and Paratransit systems in order to provide adequate transit service needed to fulfill the City goal of climate neutrality by 2030; and

**WHEREAS**, City staff negotiated a revised, contracted wage scale and cost structure for the FY23 Petaluma Transit Operations Agreement with MV Public Transportation; and

**WHEREAS**, the City of Petaluma seeks to exercise the first-year option to extend the Petaluma Transit and Operations Agreement with MV Public Transportation for FY23 including adjustment to the wage schedule and cost structure as noted in Amendment No. 1, which is attached hereto as Exhibit A; and

**WHEREAS**, this action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378, as approving an agreement with the MV Public Transportation to perform operations and maintenance services for the Petaluma Transit and Paratransit programs as outlined in the operating agreement and associated scope of work does not meet CEQA's definition of a “project,” because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, because it is a fiscal activity and that will not increase the level of services from those that already exist.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Petaluma as follows:

1. Declares the above recitals are hereby declared to be true and correct and are incorporated into this resolution as findings of the City Council.
2. This action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378, as approving an agreement with the MV Public Transportation to perform operations and maintenance services for the Petaluma Transit and Paratransit programs as outlined in the operating agreement and associated scope of work does not meet CEQA's definition of a "project," because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, because it is a fiscal activity and that will not increase the level of services from those that already exist.
3. Authorizes the City Manager to execute all required documents to exercise the first-year option to extend the Petaluma Transit and Operations Agreement with MV Public Transportation (Agreement) and execute Amendment No. 1, attached hereto as Exhibit A.

Under the power and authority conferred upon this Council by the Charter of said City.

**REFERENCE:**

I hereby certify the foregoing Resolution was introduced and adopted by the Council of the City of Petaluma at a Regular meeting on the 8<sup>th</sup> day of August 2022, by the following vote:

Approved as to

DocuSigned by:



5EF85AE94F3048D...

City Attorney

**AYES:**

Mayor Barrett, Vice Mayor Pocekay, Barnacle, Fischer, Healy, King, McDonnell

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

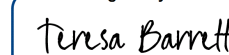
DocuSigned by:



184689A429E4492...

City Clerk

DocuSigned by:



604102E6B48F42E...

Mayor

**ONE YEAR RENEWAL AND AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT FOR  
Petaluma Transit Operations & Maintenance**

**WHEREAS**, on June 28, 2018, the City of Petaluma, a municipal corporation and a charter city (hereinafter referred to as “City”) and MV Public Transportation, Inc., (hereinafter referred to as “Consultant”) (collectively the “Parties”) entered into an Agreement by and between the Parties, and effective as of June 28, 2018; and

**WHEREAS**, on page 26 of the Agreement there is a provision entitled “TERM OF CONTRACT” that states, “The successful Proposer will complete all applicable training requirements during the month of June 2018, commence operations on July 1, 2018, and operate and maintain the service for a four-year period ending on June 30, 2022”; and

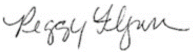
**WHEREAS**, the provision entitled “TERM OF CONTRACT” also states, “If and only if mutually agreeable by both parties, the contract may be extended for up to three additional years, in one-year increments, subject to the City of Petaluma City Council approval.”

**THEREFORE**, in consideration of the mutual covenants contained in the Agreement and in this Renewal & Amendment No. 1, the Parties agree as follows:


1. That it is mutually agreeable by both Parties, subject to the City of Petaluma City Council approval, to extend the Agreement for an additional year, ending on June 30, 2023.
2. That Attachment 7 of the Agreement, entitled “MV Public Transportation, Inc. Wage Chart & Benefit Summary” is deleted in its entirety and is replaced with Attachment A to this Amendment No 1.
3. This Renewal & Amendment is deemed to be effective as of June 30, 2022, regardless of when it is executed by both parties.
4. Except as amended herein all other provisions remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this document the 24<sup>th</sup> day of October, 2022.

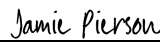
**CITY OF PETALUMA**

DocuSigned by:  
  
03D99C70B34748C...  
City Manager

ATTEST:

DocuSigned by:  
  
104609A429E4492...  
City Clerk

**CONSULTANT**

By   
2E6F16C64737462...  
Signature

Jamie Pierson, CEO  
Name and Title

2711 N Haskell Ave, Suite 1500 LB2  
Address

APPROVED AS TO FORM:

DocuSigned by:  
  
25B8C556ED25412...  
City Attorney

Dallas	TX	75204
City	State	Zip

11-3706367  
Taxpayer I.D. Number

L-0801812  
Petaluma Business Tax Certificate Number

Attachment A,  
  
MV Public Transportation, Inc. Wage Chart & Benefit Summary



**Form 1.1.2: BUDGET PROPOSAL**  
**OPERATINS AND MAINTENACE**  
**Fixed Route and Paratansit**

	OPTION YEARS		
	FY23	FY24	FY25
Variable Cost Per Hour: Fixed Route	\$ 46.18	\$ 48.65	\$ 51.62
Variable Cost Per Hour: Paratransit	\$ 43.86	\$ 46.21	\$ 49.04
Monthly Fixed Fee	\$ 84,746	\$ 88,543	\$ 92,847
Monthly Liability Insurance (General & Auto)	\$ 9,992	\$ 10,478	\$ 10,987
Total Monthly Fixed Cost (Fixed Fee + Insurance)	\$ 95,719	\$ 100,012	\$ 104,893
One-Time Start-Up Expenses			
Elements of Cost/Hour			
Operator Wages	\$ 31.07	\$ 32.72	\$ 34.68
Operator Benefits	\$ 14.37	\$ 15.15	\$ 16.12
Other Hourly Operating Costs (specify and list):			
1. Describe			
2. Describe			
3. Describe			
4. Describe			
5. Describe			
<b>TOTAL MONTHLY COST PER HOUR</b>	<b>\$ 45.44</b>	<b>\$ 47.87</b>	<b>\$ 50.80</b>
Elements of Monthly Fixed Fee			
General Manager Salary	\$ 8,611	\$ 9,042	\$ 9,494
General Manager Benefits	\$ 1,376	\$ 1,451	\$ 1,529
Safety & Training Supervisor/Road Sup. Salary	\$ 6,155	\$ 6,463	\$ 6,786
Safety & Training Supervisor/Road Sup. Benefits	\$ 1,169	\$ 1,233	\$ 1,301
Road Supervisor Salary	\$ 5,308	\$ 5,574	\$ 5,852
Road Supervisor Benefits	\$ 490	\$ 513	\$ 536
Dispatchers Salary	\$ 15,867	\$ 16,663	\$ 17,491
Dispatchers Benefits	\$ 1,487	\$ 1,555	\$ 1,625
Paratransit scheduling/disptaching software (lease)	\$ 1,980	\$ 2,040	\$ 2,101
Trapeze Self Service Trip Booking	\$ 136	\$ 141	\$ 145
Trapeze Text Notification	\$ 244	\$ 252	\$ 260
Subtotal (Monthly Operations)	<b>\$ 42,824</b>	<b>\$ 44,924</b>	<b>\$ 47,119</b>
Mechanic Salary	\$ 7,733	\$ 8,120	\$ 8,525
Mechanic Benefits	\$ 1,599	\$ 1,682	\$ 1,768
Fleet Technician Salary	\$ 6,335	\$ 6,652	\$ 6,986
Fleet Technician Benefits	\$ 1,374	\$ 1,445	\$ 1,520
Fueler/Washer/Utility/Bus Shelter Helper Salary	\$ 4,677	\$ 4,912	\$ 5,156
Fueler/Washer/Utility/Bus Shelter Helper Benefits	\$ 1,106	\$ 1,164	\$ 1,224
Other Salary 1- Describe			
Subtotal (Monthly Maintenance)	<b>\$ 22,824</b>	<b>\$ 23,975</b>	<b>\$ 25,179</b>
Non-Vehicle Insurance	\$ 365	\$ 376	\$ 387
Office Expenses	\$ 429	\$ 442	\$ 455
Uniform Expenses	\$ 287	\$ 295	\$ 304
Training Expenses	\$ 1,123	\$ 1,157	\$ 1,192
Incentives/Liquidated Damages	\$ -	\$ -	\$ -
Letter of Credit	\$ -	\$ -	\$ -
Contract Overhead- Describe	\$ 8,180	\$ 8,585	\$ 9,063
Other Expenses (specify):	\$ -	\$ -	\$ -
1. Mobile Eye Install	\$ -	\$ -	\$ -
1a. Mobile Eye	\$ -	\$ -	\$ -
1b. Drive Cam	\$ -	\$ -	\$ -
2. Equipment Depreciation	\$ 270	\$ -	\$ -
3. Interest	\$ 507	\$ 502	\$ 502
4. Software & Cell Phone	\$ 310	\$ 320	\$ 329
5. Business Tax & License	\$ 77	\$ 79	\$ 82
6. Bus Passes	\$ 1,114	\$ 1,148	\$ 1,182
7. Employment Verification	\$ 419	\$ 431	\$ 444
8. Tool Allowance	\$ 56	\$ 58	\$ 60
9. Service Supplies	\$ 120	\$ 124	\$ 128
Profit	\$ 5,839	\$ 6,128	\$ 6,421
Subtotal (Contract Expenses)	<b>\$ 19,098</b>	<b>\$ 19,645</b>	<b>\$ 20,548</b>
<b>TOTAL MONTHLY FIXED FEE</b>	<b>\$ 84,746</b>	<b>\$ 88,543</b>	<b>\$ 92,847</b>

**Form 2.1.1: WAGE PROPOSAL  
OPERATIONS AND MAINTENANCE  
Fixed Route and Paratransit**

	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
<b>DRIVER</b>			
<b>Training</b>	\$ 25.25	\$ 26.51	\$ 27.84
<b>In-service start</b>	\$ 25.25	\$ 26.51	\$ 27.84
<b>1 year</b>	\$ 25.50	\$ 26.78	\$ 28.11
<b>2 years</b>	\$ 27.25	\$ 28.61	\$ 30.04
<b>3 years</b>	\$ 28.72	\$ 29.93	\$ 31.42
<b>NON-DRIVER</b>			
<b>Maintenance Supervisor (ASE A)</b>	\$ 41.50	\$ 43.58	\$ 45.75
<b>Mechanic (ASE C)</b>	\$ 34.00	\$ 35.70	\$ 37.49
<b>Fueler/Utility</b>	\$ 25.10	\$ 26.36	\$ 27.67
<b>Dispatcher</b>	\$ 24.33	\$ 25.55	\$ 26.82
<b>Road Supervisor</b>	\$ 59,254.00	\$ 62,216.70	\$ 65,327.54
<b>Safety Manager</b>	\$ 73,860.80	\$ 77,553.84	\$ 81,431.53
<b>General Manager</b>	\$103,334.40	\$108,501.12	\$ 113,926.18



2. **Compensation; Business Tax Certificate.**

- A. For the full performance of the Services as described herein, City shall compensate Consultant under the following terms: Exhibit A.
- B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month, and including a revised schedule for performance and additional documentation requested by City, as applicable.
- C. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed the compensation described in Exhibit A without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.
- D. Notwithstanding any provision herein, Consultant shall not be paid any compensation until such time as Consultant has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.
- E. City's obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.

3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on June 30 2022, with options to extend through June 2025, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Consultant and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

City in its sole discretion may, in the case of a termination for cause, allow Consultant thirty days (30) in which to cure the defect. In such case, the notice of termination will state the default requiring cure, the time period in which cure is permitted and other appropriate conditions. After receipt of a notice of termination, except as otherwise directed, Consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders for Services, except as necessary for completion of such portion of Services not termination; and settle all outstanding liabilities and claims.

4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant shall be entitled to payment for all Services performed to

the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Consultant shall be liable to City for any excess cost City incurs for completion of the Services.

5. **Consultant's Representation; Independent Contractor.** Consultant represents that Consultant possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment. not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.
6. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement except as provided in Exhibit A, Attachment 1. Consultant shall not operate, lease or charter City-furnished equipment for any purpose other than performance of its obligations pursuant to this Agreement, unless the City otherwise authorizes such use in writing.
7. **Licenses, Permits, Etc.** Consultant shall, at Consultant's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
8. **Time.** Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
9. **Inspection.** Consultant shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City's request, Consultant shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.
11. **Confidentiality.** In the course of Consultant's employment, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.** Consultant represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services

hereunder. Consultant further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Consultants are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Consultants subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Consultant agrees to comply fully with all such requirements to the extent they apply to Consultant's performance of the Services.

13. **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession. All instruments of service of whatsoever nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of Consultant's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
16. **Subcontractors.** Consultant shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.
17. **Compliance With All Laws.** Consultant shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Consultant shall comply with all rules and regulations applicable to such fiscal assistance.

18. **Prevailing Wages.** This Agreement is subject to the requirements of the California Prevailing Wage Law, California Labor Code Section 1720 et seq., and the Services as described in Exhibit A will be performed in accordance with all applicable requirements of the California Prevailing Wage Law, including, but not limited to, all applicable requirements contained in Exhibit C, which is attached to and made a part of this Agreement.
  
19. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Consultant shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the "Living Wage Ordinance"), as the same may be amended from time to time. Upon the City's request Consultant shall promptly provide to the City documents and information verifying Consultant's compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement at Exhibit C, shall be a part of this Agreement for all purposes, and Consultants that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit C in accordance with the requirements of the Living Wage Ordinance. Consultant's noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City's termination of this Agreement pursuant to Section 4 hereof.
  
20. **Discrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
  
21. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
  - (i) personal delivery, in which case notice is effective upon delivery;
  - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
  - (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
  - (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City: City Clerk  
City of Petaluma  
Post Office Box 61  
Petaluma, California 94953  
Phone: (707) 778-4360  
Fax: (707) 778-4554  
Email: cityclerk@ci.petaluma.ca.us

And:  
Petaluma Transit  
555 N. McDowell Blvd  
Petaluma, CA 94954  
Phone: 707-474-7784  
Fax: \_\_\_\_\_  
Email: jhall@ci.petaluma.ca.us

Consultant:  
MV Public Transportation, Inc.  
2711 N. Haskell Avenue  
Suite 1500, LB2  
Dallas, TX 75204  
Phone: 972-391-4600  
Fax: \_\_\_\_\_  
Email: ted.navitskas@mvtransit.com

22. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Consultant without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative.
23. **Indemnification.** the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all alleged liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense



and indemnity by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Consultant prior to Consultant's acceptance of tender, Consultant agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement. The Consultant's responsibility of such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

24. **Insurance.** Consultant shall comply with the "Insurance Requirements for Consultants" in Exhibit B-~~2~~, attached hereto and incorporated herein by reference. [*Indicate attached exhibit, e.g., "B-1," "B-2," "B-3," or "B-4."*]

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

25. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.
26. **Litigation.** If litigation ensues which pertains to the subject matter of Consultant's services hereunder, Consultant, upon request from City, agrees to testify therein at a reasonable and customary fee.

27. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
28. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
29. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
30. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
31. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
32. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
33. **Consultant's Books and Records.**
  - A. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.
  - B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
  - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
  - D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers,

require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.

34. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
35. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination or expiration of this Agreement.
36. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF PETALUMA

CONSULTANT



City Manager

By   
Name Gary Richardson

ATTEST:

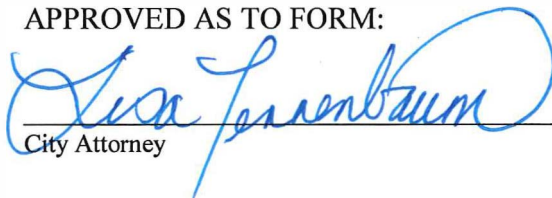
Co-Interim CFO  
Title

  
City Clerk

2711 N. Haskell, Suite 1500  
Address

APPROVED AS TO FORM:

Dallas, TX 75204  
City State Zip

  
City Attorney

11-3706367  
Taxpayer I.D. Number

L-0801812  
Petaluma Business Tax Certificate Number

file name:

Exhibit A-1

**FINAL SCOPE OF SERVICES**

**PROJECT DESCRIPTION**

This scope of services outlines terms for providing operations and maintenance services for the Petaluma Transit (PT) and Paratransit program. The term of this project will be for four years beginning July 1, 2018 with three additional option years, to be considered and executed one year at a time, if at all.

Any revisions to this Scope of services will be issued and distributed as Addenda.

**CONTRACTING AGENCY**

The City of Petaluma/Public Works & Utilities Department, Transit Division will administer the contract associated with this scope of services.

**DEFINITIONS**

1. "City" refers to the City of Petaluma, a California Charter City and municipal corporation.
2. "Days" refers to working days of the City of Petaluma when used in context to working days of the Federal Government when used in context with FTA.
3. "File" or "submit" refer to the date of receipt by the City and/or FTA.
4. "Exhaustion of administrative remedies at the grantee level" means any action or inaction on the part of The City which is prejudicial to the position taken in a written protest filed with The City. It may include, but is not limited to:
  - A final Agency decision on the merits protest.
  - A procurement action such as the award of a contract despite the pendency of a protest.
  - Agency acquiescence in and active support of continued and substantial contract performance despite the pendency of a protest.
5. "Local" as used herein, refers to the City of Petaluma, County of Sonoma, and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.
6. Deleted
7. "RFP" or "Request For Proposals" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.
8. "Transit Manager" as used herein, refers to the Transit Division Manager of the City of Petaluma.

9. "Violation of Federal law or regulation" is defined as the infringement of any valid requirement imposed by Federal statute or regulation, which governs the letting of contracts pursuant to a grant agreement. However, any protests involving a local matter and/or determinations that are clearly within the discretionary powers of The City include, but are not necessarily limited to, determinations of responsiveness and responsibility, the revision of specifications to incorporate the evaluation of life-cycle costing (LCC) factors in connection with any given procurement and determinations regarding bonding requirements. In other words, the protestor must be able to demonstrate or establish a clear violation of the prohibition against unduly exclusionary and restrictive specifications, or a violation of the Buy America requirements.

10. "TAC" refers to the Transit Advisory Committee of the CITY of Petaluma.

11. "FTA" as used herein, refers to the United States Federal Transit Administration.

12. "Deadhead time/miles" as used herein, refers to the miles and hours that a **vehicle** travels when out of revenue service. Deadhead includes vehicles leaving or returning to the garage or yard facility, or when there is no expectation of carrying revenue passengers between revenue timepoints, but does NOT include any costs for providing driver reliefs, shift changes, shuttling vehicles to off-site fueling, driver sign-on/sign-off, etc. Deadhead does not include charter service, school bus service, operator training, or maintenance training. **The City DOES pay contractor for approved fixed route vehicle deadhead time incurred.** City approves the amount of deadhead time paid each month (reported by CONTRACTOR) based upon the existing fixed route schedule and runcut.

13. "Revenue Vehicles" refers to Petaluma Transit buses and paratransit vehicles used to operate the service, and provided to CONTRACTOR by CITY. CITY owns all said vehicles.

14. "Fixed Route Revenue Service" refers to scheduled transit service transporting fare-paying customers. Revenue Service for fixed route is the City published bus schedules, not including deadhead, or providing driver reliefs, shift changes, etc. The City pays for the exact number of hours contained in the published schedule, *plus approved deadhead*, with adjustments to billing only upon City approval.

15. "Paratransit Revenue Service" for ADA paratransit begins with the first passenger pickup on a bus and ends at the time the last passenger is dropped off, on a per vehicle billing basis. Revenue service does not include lunches. Deadhead from yard to first pick up, from last drop off to yard, and to and from lunch is reported by CONTRACTOR and paid by CITY.

16. "Contractor" refers to the entity being awarded this contract for providing any or all of the products and services described herein.

17. "Headway(s)" refers to the frequency of fixed route bus operations on any given route. A bus every 30 minutes is a 30-minute headway.

18. "ADA Paratransit" refers to Americans with Disabilities Act complementary paratransit service for those eligible individuals unable to utilize the fixed route transit service on some or all trips due to certified disabilities.

19. "Farebox Recovery" refers to the percentage of transit operating costs recovered from transit users through the sale of passes and fares.
20. "Transit Operating Costs" refers to the total costs incurred in operation of the service including administrative overhead.
21. "Timed-transfer System" & "Timed-pulse System" both refer to the style of fixed route transit systems where routes depart and return to one or more central hubs to facilitate transferring of passengers at set times throughout the service day.
22. "Tandem Bus" refers to an additional "shadow" bus added to the fixed route system and operating on a published timetable to handle temporary capacity needs at certain times of day.
23. "Spare Ratio" refers to the total number of fixed route buses available versus the maximum peak hour bus pullout requirements of the system. For example if 10 buses are needed during peak operations, having 12 buses in the fleet would constitute a 20% spare ratio (2 spares/10 bus maximum pullout requirement).
24. "Fare Media" refers to all instruments used to board Petaluma Transit buses, including but not limited to monthly unlimited ride passes, Clipper Cards, Petaluma Transit and outside agency transfers, and any new CITY-approved piece of fare media.
25. "Overloads" and "Full Buses" refers to anytime passengers wishing to board a vehicle are turned away or optionally decline to board due to excessive crowding on the vehicle, manifested by standees beyond the bus manufacturer's official standing capacity limits.
26. "Standees" refers to passengers who board but are forced to stand during movement of vehicle due to lack of available seating.
27. "Road calls" refers to a specific vehicle failing to complete its scheduled revenue trip or start its next scheduled revenue trip. This is true even when another vehicle is substituted and no revenue service is lost. The failures may occur in revenue service including layover or recovery time, or during deadhead operations.
28. "Pull-outs" refers to a bus departing the Petaluma Transit yard (555 N. McDowell) towards its first scheduled time-point in revenue service on a new shift or service day.
29. "Trips" refers to a bus departing its initial scheduled time-point in revenue service. A new trip begins each time the bus leaves this time point during the day.
30. "Missed Trips" refers to a trip that is scheduled as part of normal revenue service but is never made for any reason, without prior approval of CITY Transit Manager.
31. "Late Trips" refers to a trip that begins more than fifteen (15) minutes after its scheduled departure time.

32. “Non-Revenue Vehicles” refers to any vehicles not used in revenue service. CITY does NOT provide non-revenue vehicles for contractor operations as part of this agreement. City authorizes the use of one (1) spare revenue vehicle by the CONTRACTOR’s Road Supervisor to enable quick relief bus service in case of a late bus, an accident, incident, or other existing or potential service disruption. CITY does NOT provide vehicles for routine shuttling of drivers back and forth for breaks, or for other purposes. CONTRACTOR must provide at least (2) vehicles for these purposes.

33. “Spare Revenue Vehicle” a Petaluma Transit revenue vehicle provided to the CONTRACTOR by the CITY which is not being used at that particular time for revenue service.

34. “Incumbent Contractor” refers to the operations contractor currently providing Petaluma Transit and Paratransit service, which is MV Public Transportation, Inc. (MV).

35. “Scheduled Timepoint(s)” are bus stops with departure times specifically noted in the Petaluma Transit route schedules distributed for public consumption.

36. Deleted

37. “PETALUMA TRANSIT Operations and Maintenance Facility” and “PETALUMA TRANSIT Maintenance and Operations Facility” refer to the City-Owned Public Transit Facility at 555 N. McDowell Blvd. This City facility houses activities of the Contractor and City Transit staff.

38. “Petaluma Transit”, refers to the City’s Fixed Route operations.

39. “Petaluma Paratransit” refers to the City’s paratransit operations.

40. “Contract Year” refers to the years within the contract term. In the case of this contract, the Contract Years shall be aligned with the City’s Fiscal Year calendar, starting on July 1, and ending on June 30<sup>th</sup>. For example, Contract Year #1 starts on July 1, 2018, and ends on June 30, 2019.

41. “Selection Committee” may include members of the Transit Advisory Committee members, community at large, other transit industry representatives, and CITY staff, as solely determined by the Director

42. “VTT” stand for Verification of Transit Training Certificate.

43. “Operators”, “bus operators”, and “drivers” refer to persons employed by CONTRACTOR under this RFP/agreement to drive Petaluma Transit and Petaluma Paratransit vehicles in revenue service.

44. “Living Wage Ordinance or LWO” refers to the City’s existing Living Wage Ordinance, which governs wages paid to non-union represented persons employed within Petaluma City Limits under a City contract. This contract includes provisions for compliance with the City’s LWO for non-unionized employees.

45. “Eastside Transit Center” or “ETC” refers to the City’s busiest transfer hub, located on Maria Drive just east of S. McDowell Road, adjacent to the Washington Square shopping center.

46. “Copeland Transit Mall” refers to the bus mall shared by Petaluma Transit, Sonoma County Transit, and Golden Gate Transit, located on Copeland Street between E. Washington and D Streets, 1 block west of the SMART Downtown Petaluma commuter rail station.

47. “SMART Station” refers to the Downtown Petaluma SMART (Sonoma Marin Area Rail Transit) commuter rail station located adjacent to Lakeville Street, between E. Washington and D Streets, one block east of the Copeland Transit Mall.

48. “AVL/CAD or Automatic Vehicle Location System, or AVL CAD (computer assisted dispatching) refers to the City’s Avail Technologies AVL/CAD system that supports and is integral to Petaluma Transit fixed route services.

49. “Paratransit scheduling software” refers to any number of industry leading software and hardware systems that automate the process of managing clients, scheduling trips, batching runs, recording daily operations data, generating NTD and other operations reports on a daily, weekly, monthly, or annual basis.

## **LEGAL RESPONSIBILITIES**

This contract and any subsequent revisions must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to contracts of this nature, whether the same or expressly referred to herein or not.

By executing this contract, CONTRACTOR certifies that they will comply with all Federal laws and requirements, including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, and other laws and regulations applicable to contracts utilizing Federal funds.

The CITY does not currently meet the Federal funding threshold requiring a DBE Program, and so there is no DBE Goal set for this contract. No Good Faith Effort is required; however, CONTRACTOR is required to adhere to the FTA Contract Provisions.

## **INSURANCE**

CONTRACTOR and any subcontractor shall not commence work under this Agreement until CONTRACTOR shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and carrier and the City Manager or his designee as to sufficiency, nor shall CONTRACTOR allow any contractor or subcontractor to commence work on this contract or subcontract until all similar insurance required of the CONTRACTOR and/or subcontractor shall have been so obtained and approved.

All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

CONTRACTOR shall procure and maintain for the duration of the contract all necessary insurance against claims for injuries to persons or damages to property, which may arise from or in connection



with the performance of the work hereunder by the CONTRACTOR, the CONTRACTOR agents, representatives, employees and subcontractors.

#### **MINIMUM SCOPE AND LIMITS OF INSURANCE**

Commercial General Liability and Property Damage: The CONTRACTOR shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the CONTRACTOR and against all claims resulting from damage to any property due to any act or omission of the CONTRACTOR, his agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owner's and CONTRACTOR's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. CITY shall not be responsible for any increases in insurance costs incurred by CONTRACTOR in any future scenario. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence) \$10,000,000 Combined Single Limit.

Commercial Automobile Public Liability and Property Damage: The CONTRACTOR shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. CITY shall not be responsible for any increases in insurance costs incurred by CONTRACTOR in any future scenario. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence)

\$10,000,000 Combined Single Limit.

All Risk Physical Damage Vehicle Insurance – Stated Value

Such other insurance coverages and limits as may be required by the CITY

Workers' Compensation Insurance: The CONTRACTOR shall maintain Workers' Compensation

Insurance with statutory limits and Employers Liability Insurance with limits of not less than \$1,000,000 per accident. Such insurance shall comply with all applicable state laws.

CONTRACTOR shall provide the CITY with a Certificate of Insurance showing proof of insurance acceptable to CITY. Certificates containing wording that release the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Policy(s) are to be endorsed to include a waiver of subrogation against the CITY, its officers, officials, agents and employees. CONTRACTOR and its employees are independent

CONTRACTORS and not employees of the City of Petaluma. CONTRACTOR and/or its insurers are responsible for payment of any liability arising out of Worker's Compensation, unemployment

or employee benefits offered to its employees. CITY shall not be responsible for any increases in Worker's Compensation costs incurred by CONTRACTOR in any future scenario.

The insuring provisions, insofar as they may be judged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

Additional Insured: The General Liability and Auto Liability policy(s) are to contain, or be endorsed to name the CITY, its officers, appointed and elected officials, agents, volunteers, and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this Contract. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the CITY; (b) 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; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the CONTRACTOR and its SUBCONTRACTORS shall not be required to provide coverage for CITY for the sole active negligence of CITY. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the CITY by the CONTRACTOR. In addition the City shall be named as an additional Loss Payee under any policy of Property and Vehicle Insurance.

Deductibles and Self-insured Retention: Any deductibles or self-insured retention must be declared to, and approved by, the CITY. Payment of all deductibles and self-insured retentions will be the responsibility of CONTRACTOR.

Separate endorsements are required, naming the CITY as additional insured, for liability insurance and providing a waiver of subrogation for Worker's Compensation Insurance and as Loss Payee under Vehicle Physical Damage coverage.

The successful Proposer shall maintain the insurance for the life of the contract, unless CITY chooses to provide insurance (see below). Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the CITY.

Endorsements are to be received and approved by the CITY before work commences. Should CONTRACTOR cease to have insurance as required during any time, all work by CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the CITY is provided.

Original insurance certificates and endorsements are to be mailed or delivered to:

City of Petaluma  
Transit Division Manager  
555 N. McDowell Blvd.  
Petaluma, CA 94954

**City Provided Insurance: CITY reserves the right to provide Commercial General Liability, and Property Damage and Commercial Automobile Public Liability and Property Damage, and Vehicle Physical Damage coverage at any point in the contract term.**

## **AWARD OF CONTRACT**

Proposer agrees and so stipulates in executing this contract that:

1. CONTRACTOR is an independent contractor, not an employee, agent, or officer of the CITY.
2. Contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
3. CONTRACTOR shall not assign contract, or any part thereof, or any moneys due, or to become due thereunder without the prior express written authorization and consent from City.
4. CONTRACTOR shall hold the CITY harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished, or used in connection with the contract.
5. CONTRACTOR warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the CONTRACTOR to any officer, representative, elected official or employee of the CITY with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the CITY shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the CITY provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

## **TERMINATION OF CONTRACT**

The nature of this contract requires that the CITY and the CONTRACTOR must work closely as a mutually supporting team without conflict. The CITY shall retain the right to terminate this agreement at any time the CITY believes this working relationship has been impaired, or should the CITY no longer have complete confidence and satisfaction in the quality and performance of services by the CONTRACTOR.

This contract may be terminated for convenience, without cause by the CITY, in whole or in part, by giving the CONTRACTOR ninety (90) days written notice of the intent to terminate whenever the CITY determines that termination is in the best interest of the CITY. Should the contract be terminated for convenience, the CONTRACTOR shall be paid for all authorized services provided, including reasonable charges for demobilization. However, the CONTRACTOR shall not be paid any anticipated profit or fees for services not provided.

If the CONTRACTOR fails to provide services or perform satisfactorily the work required by the terms and conditions of the contract, including data reporting responsibilities, or materially breaches any of its obligations under this agreement the CITY may terminate the contract, in whole or in part.

Any assignment, subletting, or transfer of the interest of the CONTRACTOR, without prior written authorization from the CITY, either in whole or in part, shall be cause for the CITY to immediately terminate the agreement for default.

The CITY in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR thirty days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

After receipt of a notice of termination, except as otherwise directed, the CONTRACTOR shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders for services, except as necessary for completion of such portion of the services not terminated; and settle all outstanding liabilities and claims.

## **PROTESTS**

A copy of the City of Petaluma's written protest procedures may be requested from the City.

## **RIGHT TO REQUIRE PERFORMANCE**

The failure of the CITY at any time to require performance by the CONTRACTOR of any provisions hereof shall in no way affect the right of the CITY thereafter to enforce the same. Nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

## **OMISSIONS**

The CONTRACTOR shall be responsible for providing all services, equipment, and functions which are necessary for the safe, reliable, efficient and well-managed operation of either or both fixed-route and paratransit systems for people with disabilities in compliance with the Americans with Disabilities Act, within the general parameters described in this contract, consistent with established industry practices, regardless of whether those services, equipment, and functions are specifically mentioned in this contract or not.

## **ETHICS IN PUBLIC CONTRACTING**

The CONTRACTOR certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by executing this contract, the offeror certifies that its Proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other offeror in connection with the offer; and that it has not conferred on any public employee, public member, or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The offeror further certifies that no relationship exists between itself and the CITY or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the CITY.

CONTRACTOR certifies that no relationship exists between the CONTRACTOR and any CITY employee, officer, official, or agent that is a conflict of interest with respect to a contract with the CITY.

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract, CONTRACTOR agrees to the following:

CONTRACTOR shall comply with all the requirements, where applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Sonoma, and City of Petaluma laws and ordinances related to employment practices. This includes City of Petaluma's Living Wage Ordinance.

CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a *bona fide* occupational qualification reasonably necessary for the normal operations of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

CONTRACTOR, in all solicitations or advertisements for employees, placed by, or on behalf of the CONTRACTOR, shall state that CONTRACTOR is an Equal Opportunity Employer.

### **PETALUMA MUNICIPAL CODE CHAPTER 8.36**

This contract shall comply with the requirements of the City of Petaluma Municipal Code, Chapter 8.36, "Living Wage" Ordinance (LWO). The LWO is adjusted annually by City Council and CONTRACTOR shall modify wages each year accordingly. It is the responsibility of the CONTRACTOR to track and adjust for any changes to the LWO impacting their fulfillment of this contract.

### **PROJECT OVERVIEW**

#### **INTRODUCTION**

The CITY of Petaluma, a municipal corporation, currently operates the following public transit services:

*Fixed-Route.* A public transit service named Petaluma Transit that currently consists of six (6) all-day weekday routes (three (3) on Saturday and Sunday), plus additional school-bell hour oriented routes serving the City of Petaluma. The peak bus pullout is currently 9 buses in the school-day PM peak, 6 on non-school days weekdays in the PM peak.

*Petaluma Transit Paratransit Service (demand-response).* A complementary door-to-door paratransit service operating generally anywhere within the Petaluma city limits (regardless of

proximity to fixed-route) for ADA-eligible individuals only. Peak bus pullout for paratransit is 7 weekdays/2 on weekends.

## **TERM OF CONTRACT**

The successful Proposer will complete all applicable training requirements during the month of June 2018, commence operations on July 1, 2018 and operate and maintain the service for a four-year period ending on June 30, 2022. If and only if mutually agreeable by both parties, the contract may be extended for up to three additional years, in one-year increments, subject to City of Petaluma City Council approval.

## **FUNDING AVAILABILITY**

This contract is financed primarily with funds available under Article 4.0 of the California Transportation Development Act (TDA). This contract is contingent upon the receipt of these and other state and local transit funds, including Measure M. In the event that funding from these sources is eliminated or decreased, CITY reserves the right to terminate any contract or modify it accordingly, including but not limited to service reductions.

This project is financed in part by funds from the Federal Transit Administration (FTA). Accordingly, Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

The FTA Certification Forms completed by CONTRACTOR will be required as part of this contract.

## **COMPLIANCE WITH CALIFORNIA LABOR CODE SECTIONS 1070 ET SEQ.**

Contractor and any subcontractors will be responsible for full compliance with California Labor Code Section 1070, et seq. The law establishes incentives to those contracting for public transit service contracts, including those involving paratransit services that will retain qualified employees of the prior contractor or its subcontractor to perform the same or similar work for a period of at least 90 days. These incentives protect against the significant economic dislocation of qualified public transit employees. CONTRACTOR and its subcontractor(s) declare it will retain such employees and will be responsible for the duties and obligations provided in California Labor Code Section 1072, including making a written offer of employment to each employee to be retained and in the event fewer employees are necessary under this contract, retaining qualified employees by seniority within the job classification.

Contractor will be subject to the enforcement provisions of California Labor Code Section 1073 for any violations of this law.

In order to facilitate the provisions of the law, CITY requires that throughout the full term of this Agreement, that CONTRACTOR and its subcontractor(s) maintain a list of all employees providing the services required under the Agreement, which includes the information above and must indicate which employees were employed by the prior contractor and its subcontractor(s), if any.

CONTRACTOR and its subcontractor(s) must also maintain a list of all employees of the prior contractor and its subcontractor(s) that were not retained by Contractor or its subcontractor(s), and such list must indicate the reasons why such employees were not retained.

Upon request from CITY, CONTRACTOR and its subcontractor(s) must provide such lists to CITY within 10 days of such request. CITY has the ability to request such lists throughout the term of this Agreement. CONTRACTOR shall be responsible for defending, and shall hold CITY harmless from, any claims or controversies alleging any violation or breach of Labor Code

Section 1070 et seq., whether made by CONTRACTOR's own employees, the employees of its subcontractor(s), or employees of the prior contractor or its subcontractor(s), arising from or related to the terms and conditions of employment of employees hired to work for CONTRACTOR as of the effective date of this Agreement. Notwithstanding any other provision of this Agreement, no cost of liability for which CONTRACTOR is responsible under this paragraph shall be deemed an allowable cost payable to CONTRACTOR or claim or liability for which CONTRACTOR is entitled to indemnification or reimbursement from CITY. CONTRACTOR shall be exclusively responsible for satisfaction of all obligations that may be owed to its employees of the prior contractor, pursuant to Labor Code Section 1070 et seq., both during and subsequent to the term of the Agreement.

At least six months before the end of the Agreement, CONTRACTOR and its subcontractor(s) will be required to provide CITY a list of employees working at CITY location(s). This list of employees shall indicate the length of service of each employee, their job title and description, and their current salary. This information may be distributed by CITY to future Proposers for a new contract that will commence whenever the current contract term ends. CONTRACTOR and its subcontractor(s) must provide updates on a monthly basis of the employee lists after the original employee list has been submitted. CONTRACTOR's and its subcontractors' obligation to provide monthly updates of the employee lists will last until the end of the Agreement term. If a new contract is awarded to a different contractor at the end of CONTRACTOR's Agreement, CONTRACTOR must provide to the new contractor the name, address, date of hire, wages, benefit level, and job classification of each employee employed at CONTRACTOR's locations covered by CONTRACTOR's Agreement within three working days after CONTRACTOR has been notified by CITY of the identity of the new contractor.

CITY shall have the right, in its sole discretion, to reject or require the removal either temporarily or permanently, by notice to CONTRACTOR, any operator furnished by CONTRACTOR, including any operator previously furnished by Contractor and accepted by CITY. With respect to the service provided under this Agreement, CONTRACTOR shall promptly replace any operator not acceptable to or rejected by CITY.

#### **COMPLIANCE WITH SECTION 13(C) OF FEDERAL TRANSIT LAW (49 U.S.C. 5333.)**

The CONTRACTOR is hereby notified that CITY receives federal mass transit funds, and that, under Section 13(c) of the Federal Transit Act (49 U.S.C. Section 5333(b)), it must protect covered mass transit employees affected by any "project" that CITY initiates that uses the federal mass transit money. For covered employees, this includes: (a) continuing their collective bargaining

rights; (b) protecting them against a worsening of their employment conditions (including reductions in wages and benefits); (c) providing priority of reemployment if the employee is laid off or his job is eliminated; and (d) providing paid training.

No provision of the Contractor's Agreement will require CONTRACTOR to dismiss or displace any employee or to rearrange the workforce covered by any Section 13(c) agreement as a result of any "project" as defined by the Section 13(c) agreements to which Contractor hereby agrees to be bound. The Section 13(c) agreement requires the CITY to preserve and continue existing collective bargaining agreements, subject to any negotiated changes, and to staff positions for the operation of service in compliance with the 13(c) agreements. CONTRACTOR will be responsible for defending, and shall hold CITY harmless from, any claims or controversies alleging any violation or breach of the Section 13(c) agreement (including alleged worsening of their employment conditions), whether made by CONTRACTOR's own employees, the employees of its subcontractors, employees of any former of CITY, or any other employees that allege to have been affected by the project, arising from or related to any organization or reorganization of workforce or any modification of the terms and conditions of employment of employees hired to operate the service on the effective date of the Agreement or as a result of any increases or reductions in the level of those services thereafter. A copy of the existing 13(c) agreement is available from CITY upon request.

Notwithstanding any other provision of the Agreement, no cost or liability for which CONTRACTOR is responsible under this paragraph shall be deemed an allowable cost payable to CONTRACTOR or a claim or liability for which CONTRACTOR is entitled to indemnification by CITY.

## **CONTRACT INCORPORATION**

CONTRACTOR shall be aware that the contents of this contract the "FTA Grant Contract Provisions" as well as the CITY of Petaluma's "Professional Service Agreement" are part of this contract. Any modifications to this contract will require prior negotiations and approval of the CITY. Failure of a proposer to accept this obligation may result in the rejections in cancellation of this contract.

## **ABILITY TO PERFORM AND MEET REQUIREMENTS OF THE CONTRACT**

- CONTRACTOR shall maintain fluency in Spanish and English from at least one personnel who greets the riding public (e.g. dispatch or office staff) and basic knowledge of conversational, transportation related Spanish for bus operators. CONTRACTOR is to develop a basic Transportation Spanish course to be taught to all positions that greet the riding public (see above) and provide a training schedule that leads to overall improved relations with Petaluma Transit's Spanish speaking riders.
- CONTRACTOR will maintain the following staffing levels in operations at a minimum: (1) General Manager (GM), (1) FTE Safety & Training Supervisor/Road Supervisor (RS), (1) Road Supervisor, (2) FTE Dispatchers, and (2) Part-Time Dispatchers. The City requires at least two dispatchers (one can be the GM or RS if they are property trained in all aspects of dispatching, including paratransit reservations/software systems) be on duty every weekday



from 9am to 5pm. The City requires at least one Road Supervisor or Manager be present during all hours of operations.

- CONTRACTOR shall integrate the CITY's Avail AVL/CAD fixed route operations software system into daily operations and communication operational and maintenance information to stakeholders (e.g. CITY, drivers, riders, shop personnel), acted upon, and finalized in performance reports.
- CONTRACTOR shall utilize electronic Enterprise Asset and Fleet Management and software system to track maintenance activities, work-orders, parts, and inventory for the Petaluma Transit/Paratransit bus fleet.
- CONTRACTOR shall fully integrate the paratransit scheduling into daily operations. Information based on events in the field (operations and/or maintenance) shall be communicated, acted upon, and finalized in performance reports. Mobile computing devices shall be provided by the CONTRACTOR and integrated into the paratransit software scheduling system (e.g. tablets, cell phones, or mobile data terminals).
- CONTRACTOR shall provide reports including: daily, weekly, and monthly route level data, including boardings by route, by fare type, and productivity by route.
- CONTRACTOR shall adhere to all provided *detailed maintenance strategy information* and anticipated daily functions of all shop personnel, included in this contract.
- Road Supervisor position primary responsibilities shall be in assisting operations, train operators, etc. Driving of vehicles for revenue service in place of a bus driver shall be minimized and utilized on a contingent, temporary basis.
- CONTRACTOR shall secure, reconcile, and prepare deposits of fares directly into the City's revenue account, documenting fares on the daily ridership reports and on the monthly service billing/reports. Fare reconciliation (cash, pass purchased, Clipper Card transactions, etc.) shall occur on a daily basis. CITY shall provide regular cash collection services via armored car at a minimum of once per week.
- CONTRACTOR shall maintain data collection, record keeping, and reporting to meet the ridership and National Transit Database Report (NTD) requirements. CITY is working with Avail (AVL/CAD) to achieve NTD certification of the ridership data collected by the Avail system, in hopes of avoiding further manual sampling during this contract term.
- CONTRACTOR shall maintain at a minimum the following staffing levels in maintenance at a minimum: (1) FTE Mechanic, (1) FTE Fleet Technician and (1) FTE Fueler/Washer, Utility/Bus Shelter Maintenance Helper.
- CONTRACTOR shall conform to all aspects of fueling, washing, utility, and bus shelter maintenance as outlined in this contract. The fueler, washer, utility, bus shelter maintenance helper is responsible for interior and exterior bus cleaning (using CITY drive-through automatic bus wash on site), maintenance shop janitorial, bus stop janitorial (rarely), bus shelter maintenance (as needed/occasional) and other duties. This includes conformance to staffing plan, frequency per day and per vehicles, equipment, personnel ratio for the number of vehicles, and detailing process and schedules.
- CONTRACTOR shall provide one (1) FTE dedicated to the "fueler washer, utility, bus shelter maintenance helper" at a minimum. This position shall be trained and possess and maintain a valid California Commercial Driver's License with air brake certification so that the position may operate buses in non-revenue service (fueling).
- CONTRACTOR shall maintain ASE A and H series Master Technician certifications for the for Maintenance Manager Mechanic position within one year of contract starting and within

six months of any subsequent fillings of the position. CONTRACTOR shall provide additional and ongoing training(s) as needed that will enable the Mechanic to meet the challenges of both vehicle maintenance and the wide variety of managerial and administrative duties that is expected of this position at Petaluma Transit and to maintain the ASE Master Technician certifications.

- CONTRACTOR maintenance staff shall maintain sufficient experience and certification with Cummins powered heavy-duty buses, including proficiency with Cummins InSite software, Diesel-Electric hybrid buses, including BAE hybrid drives, air brakes (DOT certification), and other desired experience, including familiarity and training on wheelchair lifts and ramps and AVL/CAD systems at a minimum. Maintenance staff shall become familiarized with and acquire skill necessary to maintain the Petaluma Transit fleet over the course of the contract as emerging technologies are implemented (items such as Bus Electric Vehicle and bus automation technology).
- CONTRACTOR shall attempt to reduce towing of vehicles and reduce service interruptions when possible when vehicle operational issues arise while accounting for safety of operators and passengers.
- CONTRACTOR shall engage in discussions related to labor relations for employees represented by Amalgamated Transportation Union (ATU) Local #1575. The current Collective Bargaining Agreement (CBA) covering 3 years was ratified in November, 2016 and covers the term July 1, 2016 to June 30, 2019.
- CONTRACTOR shall fully integrate Avail AVL system into daily operations including monitoring for methods for improving service.
- CONTRACTOR shall maintain a competitive pay structure for bus drivers to ensure adequate driver staffing, including a recruitment and retention plan incorporating a sign-on bonus plan or other similar considerations. Other indirect compensation, retention and morale-building items such team building events, shall be included in the employee compensation/retention package.
- CONTRACTOR shall maintain a program to equitably share the incentive monies obtainable by meeting or exceeding performance criteria contained this contract with drivers and dispatchers as outlined in their proposal to this contract.
- CONTRACTOR shall provide mobility for drivers shuttling between the Operations and Maintenance Facility, Eastside Transit Center (ETC), Copeland (downtown/SMART Station) Transit Center and other on-street relief locations. This includes providing an adequate number of vendor-provided vehicles for this function and not utilizing city owned vehicles or buses for this purpose. CITY will NOT pay for costs of providing driver lunches and on-street reliefs.

## **PRICING AND INVOICING**

Firm fixed prices per month and variable prices per revenue hour are requested are included in the contract.

The Total Cost, invoiced to CITY on a monthly basis, will be the CONTRACTOR's variable costs per hour for each mode (fixed route and paratransit), fixed costs to operate the vehicles and provide maintenance for both modes, and the monthly liability insurance (auto & general), in accordance with the Scope of Services and as submitted on Form 1.1.2

**The CITY pays for all fuel, parts, and outside repair services for revenue vehicles with the exception of warranty and accident repairs,** provided that the repairs are not required due to CONTRACTOR negligence. The firm fixed-rate per hour shall remain unchanged during the entire period of each Contract Year.

ADA Eligibility Determination will be provided through separate contract between the City and CARE Evaluators, Inc. CONTRACTOR is not involved in the determination process but does work collaboratively with CITY and CARE staff to ensure paratransit rides are provided to and from the evaluation site on a weekly basis.

## **SERVICE DESCRIPTION**

Petaluma Transit currently features six (6) fixed routes operating on thirty (30) and sixty (60), minute headways from 6:15am to 8:25pm Monday through Friday. Saturday service consists of a reduced three (3) route service platform running from 7:30am to 8:25pm. Sunday service is provided on 3 routes, with 2 buses from 8:30am to 5:25pm. The Service currently requires four (4) buses for the midday and majority of the service day, with seven buses (7) in the AM school peak (7-8:30am) and nine (9) buses in the PM peak. In Fiscal Year 2016-17 Petaluma Transit provided 19,797 fixed route revenue hours.

For Fiscal Year 2018-19 CONTRACTORS shall assume fixed route service levels for a BASELINE ANNUAL FIXED ROUTE HOUR TOTAL OF 19,797.

The CITY's required Americans with Disabilities Act (ADA) Complementary Paratransit Service that parallels all local fixed route bus service in the Petaluma Transit service area is called PETALUMA PARATRANSIT. The CITY requires all users of Petaluma Transit Petaluma Paratransit to establish eligibility by completing evaluation interviews with the CITY's third-party ADA Eligibility Evaluation Contractor (currently CARE Evaluators) prior to admission to the system. Petaluma Paratransit operates a "premium ADA" service, with the Petaluma City Limits as its service area boundaries, serving all eligible users within City Limits regardless of the presence (or lack of) an active fixed route.

## **PURPOSE**

The City provides fixed route and ADA demand response paratransit service within the City limits. Separate contracts are led by the City for bus stop janitorial service and ADA Eligibility Determination functions.

## **Fleet**

CITY provides a variety of bus types in its fixed-route, and Paratransit fleet for the service provided under this contract. See Attachment 9 for information on quantity, manufacturer, type, and operator. All fixed route buses are wheelchair accessible and operate on clean diesel or diesel-electric hybrid engines, and all paratransit vans operate on gasoline. **The CITY pays for all parts** (except warranty and insurance parts), provided that the repairs are not required due to

CONTRACTOR negligence), and fuel for the revenue vehicles, including: tires, oil and lubricants. Fuel is currently obtained at 482 Kenilworth Drive (Petaluma City School District Yard). CONTRACTOR shall supply sufficient vehicles for driver shuttle and road supervision purposes and shall supply fuel for these vehicles.

#### Fixed Route

Petaluma Transit's Fixed Route fleet currently uses both clean diesel and diesel electric hybrid engines (subject to change over life of contract). All revenue vehicles fuel will be provided by CITY to CONTRACTOR at a City provided fueling site within Petaluma (currently Petaluma City Schools Corporate Yard). The fueller/washer/utility/bus shelter maintenance helper shall shuttle vehicles to the fuel station to refuel vehicles as needed. CONTRACTOR shall provide adequate number of vehicles for purposes of driver mobility (shuttling employees for shift change over, relief breaks, etc.) function and not utilize city owned vehicles, transit or paratransit buses for this purpose. CITY will NOT pay for costs of providing driver lunches and on-street reliefs.

#### Petaluma Paratransit

All Petaluma Paratransit vehicles operate on gasoline. All revenue vehicle fuel will be provided by CITY to CONTRACTOR at a specified location within Petaluma (currently the Petaluma City Schools Corporate Yard located at 482 Kenilworth Road). The successful Proposer will manage all service operations and maintenance functions from the CITY's Operations and Maintenance Facility. This CITY facility is leased to the successful CONTRACTOR(s) for \$1 each per year and allows consolidation of Petaluma Transit activity into one centralized location. The CONTRACTOR must obtain and keep current all required licenses, including City Business license, and permits to operate in the Petaluma Transit (PT) service area within the scope of this contract service.

### **ADJUSTMENT TO SERVICE**

Except as otherwise stated specifically in this contract Petaluma Transit reserves the right to adjust service at any time. Modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing revenue hours. Revenue hours begin at the first pick-up, even if that pick-up is a no show.

In the event that actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected annual revenue the CONTRACTOR or the CITY reserves the right to negotiate a revised unit cost per revenue hour or a revision of the monthly fixed rate.

In the event of a regulatory change that may significantly affect the ability of the CONTRACTOR to continue to provide service at the contractual rate, the CITY may at its own discretion, work with the CONTRACTOR to adjust rates to address the issue. The CITY would conduct a cost evaluation to ensure that any rate increases do not invalidate the price evaluation contained in the RFP selection process.

## **SERVICE HOURS**

Service hours effective January 2018 will be as follows:

Monday – Friday: 6:15 a.m. – 8:25pm

Saturday: 7:30 a.m. – 8:25pm

Sunday: 8:30 a.m. – 5:25pm.

CONTRACTOR will be expected to provide dispatch service on-site during all hours stated above plus additional time prior to and subsequent of revenue service to assure all runs are covered by qualified drivers. Exact hours of operation are subject to change. CONTRACTOR shall conform to the dispatch & supervision staffing plan included in their proposal to this contract.

## **HOLIDAY SCHEDULE**

Petaluma Transit reserves the right to operate modified schedules as it deems appropriate in conjunction with holidays or other extenuating situations, with one week notice to the CONTRACTOR. The modified schedules will in no way alter the Contract, nor will be considered an adjustment to service, nor will it result in compensation either to the CONTRACTOR or to CITY.

There will be NO SERVICE on the following holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day

Petaluma Transit will operate on a SUNDAY schedule on the following holidays:

- Memorial Day
- Labor Day
- Presidents Day
- Martin Luther King, Jr. Day
- Day After Thanksgiving
- Veterans Day
- December 24<sup>th</sup> (Christmas Eve)

## **DESCRIPTION OF SERVICE**

Petaluma Transit's fixed-route system consists of six routes on weekdays, five on Saturdays, and three on Sundays, operating on a dual-hubbed system with timed-transfers at the Eastside Transit Center (ETC) and, to a lesser extent, the Downtown Petaluma SMART Station/Copeland Transit Mall. The URL of the Petaluma Transit website is <http://transit.cityofpetaluma.net/routes/>. Four buses operate all day on weekdays, with additional buses deployed to expand school bell time capacity in the early morning and afternoon. Currently, three buses meet at the ETC twice an hour to transfer riders between routes. Since August 2016, two additional buses are added to the 2/11 interlined block to elongate the running time cycles on each route from 30 to 40 minutes (traffic

congestion) and increase frequency from 30 minutes to 20 minutes on these busiest of routes on weekday afternoons. This occurs on weekdays from 3:15pm to 5:15pm. Peak pull is 7 buses in the AM peak, 4 all-day, and then 9 in the PM peak around 2:30pm. Evening service extends to 8:25pm Monday through Saturday, and 5:25pm on Sundays.

On Weekends, fixed-route service features a three-bus deployment scheme throughout both days. Ridership is lighter on Saturdays and Sundays, averaging about 400 daily rides on Saturday, and around 200 on Sundays. Petaluma has experienced significant ridership growth in the past 10 years. Please see the Petaluma Transit Website at <http://transit.cityofpetaluma.net/routes> for full timetables.

Petaluma Transit Petaluma Paratransit’s ADA service is in compliance with all ADA paratransit service standards. Revenue service for ADA Paratransit begins with the first passenger pick-up on a bus and ends at the time the last passenger is dropped off, on a per vehicle billing basis. Revenue service does not include lunches. Deadhead from yard to first pick up, from last drop off to yard, and to and from lunches or breaks, is approved by City, reported by CONTRACTOR and paid by CITY. Petaluma Paratransit operates the same hours as Petaluma Transit (fixed route) and serves eligible patrons with origins and destinations anywhere within Petaluma Urbanized Area, which is generally the City Limits, regardless of the presence or absence of an active fixed route (the ADA ¾ mile limit is disregarded except when serving slightly beyond city limits due to an active fixed route nearby).

The CONTRACTOR from time to time will be required to provide special event and marketing-related services. Special event services may vary from year to year. Special event and marketing event services shall be billed at no more than the fixed route revenue hour rate.

Total estimated hours, and miles for these services are:

<u>Baseline Annual FY 16-17 Revenue Hours</u>	<u>Miles</u>
PT Fixed-route 19,797	246,443
PT ADA Paratransit <u>9,250</u>	<u>75,496</u>
Baseline Totals Contract 28,047	321,939

These figures form the BASELINE CONTRACT HOURS from which Adjustment of Service criteria (see above, Section 2.1.3) shall be indexed.

**SCHEDULES**

The CONTRACTOR shall provide Petaluma Transit services in a safe, courteous, reliable manner, and in accordance with trip schedules provided by CITY. CITY representatives shall from time to time ride in CITY-furnished, CONTRACTOR-operated vehicles, with or without prior notice to the CONTRACTOR, to ensure compliance with this Contract. CITY staff consistently monitor the service remotely using the AVL/CAD system. Current schedules can be found here at <http://transit.cityofpetaluma.net/routes/>

**FARES**

The CITY establishes Petaluma Transit's fare structure and array of fare media. Petaluma Transit currently features (effective August 2014) the following fare structure:

- \$1.50 for adults
- \$1.00 for students
- \$.75 for seniors/disabled riders
- \$3.00 per one-way trip for Petaluma Paratransit.

Monthly (and Quarterly for Students) passes are available in each demographic. Passes are sold at an array of outlets in the community and online at the Petaluma Transit Website e-store <http://transit.cityofpetaluma.net/fares/>. Petaluma Transit accepts the Clipper Card, which is a regional stored value smart card, for payment on fixed route. The Transit Maintenance and Operations Center is a busy Clipper sales location and the volume of walk-in Clipper customers has the potential to impact daily dispatch activity. CONTRACTOR shall staff accordingly.

## **DRIVERS**

Prior to the start of each month, CONTRACTOR shall purchase monthly bus passes for distribution via bus operators. CONTRACTOR shall purchase twenty-one (21) adult passes and eighteen (18) student passes and distribute to Petaluma Transit fixed-route bus operators.

## **QUALIFICATIONS AND STANDARDS**

The CONTRACTOR shall conduct an adequate background check on each Petaluma Transit driver to ensure all drivers meet the following standards and are qualified to perform Petaluma Transit transportation services:

- All operators must be employees (full or part time) of the CONTRACTOR. The CONTRACTOR may not sub-contract with individuals to execute trip assignments.
- Continuous possession of a valid driver's license, a California DMV Transit Certificate, passenger endorsement, air brake endorsement (fixed-route only), VTT (fixed-route only) and current possession of a Class A, or B license (fixed-route only).
- Not more than two moving violations in the past five years and no DWI/DUI convictions within the last seven years.
- Ability to read, write, and speak English. Spanish-speaking drivers are desired.
- Sensitivity to passenger's needs. Petaluma Transit seeks drivers who are good with people and calm in the face of traffic and stressful conditions.
- Must pass Federal Drug and Alcohol Testing regulations. (See Appendix B)
- Candidates with felony conviction history must be identified by CONTRACTOR and made subject to review of conviction history and approval by CITY prior to hiring.

## **TRAINING**

### Fixed Route

CITY of Petaluma shall offer one training course at the start-up of the contract for CONTRACTOR's trainers and supervisors to instruct them in Petaluma Transit's unique policies and procedures. After the initial training course at contract start up, CONTRACTOR shall be responsible for all aspects of training, including the provision and payment for the required training.

CONTRACTOR must provide an orientation and training plan outlining how drivers with recent transit bus operating experience shall be trained in Petaluma Transit operations in order to ensure that these new experienced drivers are trained to an equivalent level as the new trainee program required below in 2.2.2 "a" and 2.2.2 "b."

All drivers, hired by the CONTRACTOR must attend, at a minimum, the following training:

- A minimum of one-hundred ten (110) hours of training per driver, of which at least sixty (60) hours shall be behind the wheel of a vehicle, including at least (16) hours of Petaluma Transit system & route training/cadeting. This training must be completed before a driver can enter unsupervised passenger revenue service.
- Within this required training period, CONTRACTOR shall instruct drivers in at least (3) three hours of disability awareness sensitivity training, which includes ADA regulations and procedures; a half hour (.5) of sexual harassment training; five (5) hours of passenger control/difficult passenger training; eight (8) hours of defensive driving training.
- CITY reserves the right to review all training materials, and monitor training sessions. The CONTRACTOR shall arrange and pay for this training.
- CONTRACTOR shall be required every year to ensure all operating personnel associated with this contract receive at least the required sixteen (16) hours of special Department of Motor Vehicles training and eight (8) hours of recurrent "transit certificate" training.
- The cost of driver's wages during all training shall be borne by the CONTRACTOR. Maximum class size shall be 10 operators.
- CONTRACTOR shall be required to ensure all operators and dispatch staff are aware of proper radio and direct customer communication practices required for polite customer assistance.
- CONTRACTOR shall ensure all operators complete training prior to their operation of an in-service bus. The CONTRACTOR will also be responsible for providing remedial training for any driver who demonstrates a lack of appropriate skills.

Written documentation of all training, including new hires, recurrent, and retraining, shall be maintained by the CONTRACTOR and furnished to the CITY Transit Division Manager upon request.

All training programs shall be subject to CITY approval within a reasonable timeframe.

## **UNIFORM SPECIFICATIONS AND APPEARANCE STANDARDS**

### a. Uniform Specifications

#### Fixed Route



The CONTRACTOR shall develop a dress code which will be subject to CITY approval. Such dress code will feature, at a minimum both shirt/blouse and slacks. Standardized dress shorts permitted with CITY prior approval. Drivers shall wear name tags clearly displaying their names at all times while performing their duties. The CONTRACTOR shall provide an adequate supply of uniforms for drivers and maintenance staff. CONTRACTOR shall provide regular cleaning of maintenance uniforms and shop cloths. Uniforms shall clearly separately display both the name of the contracting firm and of Petaluma Transit. Each driver shall have an accurate time piece available and in clear sight at all times during vehicle operations. It shall be the CONTRACTORS responsibility to create and include Petaluma Transit patches on all driver uniform shirts and ensure they are displayed prominently while drivers perform their duties. The CITY has previously provided Petaluma Transit polo shirts to drivers and dispatchers and those are also approved to be worn during work hours, but are NOT to be considered a substitute for CONTRACTOR provided uniforms.

This code shall include shoes which shall be solid, plain-toe oxford-style work shoes or athletic sports shoes. Sandals, cleated, or open-toe shoes will not be permitted.

Consideration for safety must be applied to all dress code components.

b. Appearance Standards:

General Appearance: At all times while on duty, drivers shall be well groomed, clean and in complete uniform. Drivers shall conform to the following standards of appearance at all times while on duty or when in uniform. All drivers must be neat in appearance, clothing/uniform clean and pressed, hair clean and neatly cared for. No colognes or perfumes are allowed on drivers and office staff while performing duties.

## **NO-SMOKING POLICY**

Per compliance under CITY ordinance 8.20 "Regulation of Smoking and Tobacco Sales" CONTRACTOR bus drivers shall not smoke within 20' of any unit, enclosed area or common area/public space. This includes any building or entrance point to the 555 N. McDowell facility and any bus stop, transit facility, Park-n-Ride, or other public gathering location. The prohibition includes all: tobacco, cigarette, marijuana or e-cigarettes ("vaporizers").

## **REMOVAL**

The CITY of Petaluma may require the CONTRACTOR to immediately, pending investigation, remove any driver from Petaluma Transit service for any one of, but not necessarily limited to, the following:

- Committing unsafe or inappropriate acts while providing service.
- Revocation, suspension, or non-renewal of a valid California driver's License or Conviction of any felony criminal offense.
- Unacceptable customer service as reported by customers, other drivers, or directly observed by CITY staff or agents thereof.
- Threat or abuse of another CITY or CONTRACTOR employee (verbal or physical)
- Operators not in the approved uniform.

## **PERSONNEL**

The CONTRACTOR shall furnish all operators, the fueler washer/utility/bus shelter maintenance helper, fleet technician, dispatchers, road supervisors, administrative personnel, mechanic, and other personnel

necessary for providing the Petaluma Transit's fixed route, paratransit, and maintenance services in accordance with this Contract.

Petaluma Transit reserves the right to review the resumes of management personnel and the Mechanic assigned to this Contract. The CONTRACTOR's Designated Representative, shall meet weekly or as often as CITY requests with the CITY's Transit Division Manager and other Transit Division staff.

As part of this contract, CONTRACTOR shall include driver and non-driver wage and benefit packages which will be offered to each of the above employment classifications upon contract commencement.

## **REQUIRED MANAGEMENT PERSONNEL**

The CONTRACTOR shall provide necessary managerial staff noted in this contract, including road supervision, dedicated solely to this Contract. The CONTRACTOR shall provide one management/road supervisor personnel on duty **at all times**, including prior to driver rollout to assure complete route coverage/schedule adherence. The CITY maintains the right of approval of any change in personnel at the General Manager level prior to any change. Should CONTRACTOR change General Manager (or equivalent) or Mechanic *without* CITY approval, CITY shall withhold \$1,000 of payments each week that the City is not provided with a FTE replacement for either position, as liquidated damages from CONTRACTOR. Should CONTRACTOR change General Manager or Mechanic *with* City approval, City shall withhold \$1,000 of payments each week after four weeks that the City is not provided with an FTE replacement for this position, as liquidated damages from CONTRACTOR.

The CITY shall hold right of refusal over CONTRACTOR assignment of the managerial team positions.

## **SUPERVISION**

CONTRACTOR shall employ a minimum of two full time Training Manager/Road Supervisor positions to provide daily street supervision of contracted service including the monitoring of and assistance with schedule adherence, on-street operation, and on-route compliance. This supervision will include providing on-street schedule adherence support, conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., fare collection, ADA compliance, technical driving, and passenger relations), and field response to any and all events. Such supervision will also include responses to investigation of accidents and incidents. The CITY of Petaluma also reserves the right to provide similar investigations and adherence checks of its own with or without notice to ensure compliance with terms of the Contract. Training Manager/Road Supervisor must be licensed to drive in revenue service. At times, the Road Supervisor will be expected to provide supervision in a revenue vehicle with the ability to carry passengers to aid on-route drivers in maintaining on time performance. In the event that a Road Supervisor/Safety & Training Supervisor/Road Supervisor or General Manager drives as a substitute in scheduled revenue service these hours will be deducted by CONTRACTOR from the billed hours for the month.

The CITY shall withhold \$600 of payments each week that the CITY is not provided with an FTE replacement for the Road Supervisor after 30 days that the City is not provided with an FTE replacement for this position, as liquidated damages from CONTRACTOR.

## **MAINTENANCE TECH & BUS WASHER/FUELER**

CONTRACTOR shall maintain the following staffing levels in maintenance at a minimum: (1) FTE Mechanic, (1) FTE Fleet Technician and (1) FTE Fueller/Washer, Utility/Bus Shelter Maintenance Helper. The fueller washer, utility, bus shelter maintenance helper is responsible for interior and exterior bus cleaning (using CITY drive-through automatic bus wash on site), maintenance shop janitorial, bus stop

janitorial (rarely), bus shelter maintenance (as needed/occasional) and other duties. This includes conformance to staffing plan, frequency per day and per vehicles, equipment, personnel ratio for the number of vehicles, and detailing process and schedules.

The CITY shall withhold \$300 of payments per vacancy each week that the CITY is not provided with a maintenance technician or bus washer/ fueler after 30 days that the City is not provided with an FTE replacement for these positions, as liquidated damages from CONTRACTOR.

### **DISPATCHING: RADIOS & TELEPHONE SYSTEMS**

CONTRACTOR shall provide at least one person in the office, answering telephone calls and providing dispatch support at all times of operations, with the exception of 9am-5pm on weekdays, when at least 2 persons must be providing dispatch services at all times. This calculation of 2 persons may include the General Manager, but only if he/she is trained in dispatching and available to take calls.

The CITY will provide working radios on all revenue Petaluma Transit fixed-route vehicles, and cell phones for all paratransit vehicles. The CITY will provide the phones and radio equipment, including base station and accessories. The CONTRACTOR will provide adequate dispatch and radio/phone monitoring personnel to enable effective driver/vehicle assignments and prompt responses to driver and/or vehicle problems which could impact Petaluma Transit service.

The CITY is providing a Cisco telephone system with adequate phone lines for the CONTRACTOR. CITY shall provide internet access for CONTRACTOR, CONTRACTOR is required to abide by CITY procedures and rules of internet usage and security.

CITY shall support and maintain all CITY-provided phone, computing, and radio equipment. As with all maintenance, the CONTRACTOR shall coordinate repair of all radio and base station equipment with CITY. CITY shall be responsible for payment for repair and purchase of any required new equipment, except in cases of lost equipment or damage due to CONTRACTOR negligence.

### **SAFETY AND SECURITY**

The CONTRACTOR shall take all-reasonable and necessary precautions to provide security for the CITY's Operations and Maintenance Facility, staff, and any equipment provided by the CITY, as well as for records of Petaluma Transit operations. CONTRACTOR shall be responsible for safety and security of passengers during operations and CONTRACTOR's operational areas within the 555 N. McDowell Petaluma Transit Operations and Maintenance Facility. CITY has installed a card-access ID card key system that CONTRACTOR is required to participate in; new hires are issued unique access cards for exterior doors to regulate access. CONTRACTOR shall work collaboratively with City to ensure departing employees turn in access cards and new hires are submitted to CITY and issued access cards. CITY has video surveillance of Operations and Maintenance Facility and retain right to review video footage at any time and will share access with CONTRACTOR management to enhance security. Safety meetings shall be held with all employees at least once per month, and at least one (1) hour in duration (or every other month for 2 hours).

CONTRACTOR shall immediately report all hazardous conditions (e.g. trees, signs, slides, etc.) in the service area to the CITY and any other appropriate authority and take necessary precautions to safeguard passengers, personnel and equipment.

CITY provides electronic surveillance system (cameras) on site, and will likely invest in adding to this system in the future, and has recently equipped doors on the facility with electronic secured card-access locks to boost employee security. CONTRACTOR shall help support the function of these investments and

take all-reasonable and necessary precautions to provide security for this security equipment. CONTRACTOR shall bear any costs associated with issuance of cards to CONTRACTOR employees and repair of any damage to the equipment if caused by CONTRACTOR negligence.

CONTRACTOR shall not permit drivers to bear weapons of any type on CONTRACTOR, or CITY property, facilities, or vehicles while operating a vehicle under this contract.

#### **INJURY AND ILLNESS PREVENTION PLAN**

CONTRACTOR shall maintain and provide a copy of the firm's Injury and Illness Prevention Plan in compliance with Title 8 of the California Code of Regulation, Sec. 3203.

#### **CITY-FURNISHED VEHICLES**

##### **FLEET**

The CONTRACTOR shall be initially provided fourteen (14) ramp-equipped low-floor heavy-duty transit buses for fixed route service. City will attempt to make available an adequate number of vehicles to the CONTRACTOR to assure at least a twenty percent spare ratio. CONTRACTOR may utilize spare vehicles for official Petaluma Transit driver training. See Appendix B for November 2017 Petaluma Transit Fleet Roster. The CONTRACTOR shall be initially provided nine (9) lift-equipped paratransit vans.

##### **RESPONSIBILITIES OF CITY-PROVIDED FLEET**

The CITY shall pay for all repairs on CITY revenue vehicles with exception of warranty and insurance repairs, provided that the repairs are not required due to CONTRACTOR negligence.

The CITY will pay for all normal wear and tear items as identified by the City's maintenance contractor.

The CITY of Petaluma reserves the right to add/subtract or substitute vehicles for those described above, should the requirement arise during the term of the Contract, and negotiate any appropriate Contract modifications with CONTRACTOR.

The CITY does NOT provide CONTRACTOR with any non-revenue vehicles to conduct daily non-revenue service tasks. CONTRACTOR shall be responsible for providing any non-revenue vehicles that may be desired for running of errands, field review of operations, shuttling of drivers, driver reliefs, etc.

CITY will provide the fixed route CONTRACTOR a two-way radio system for each fixed route bus, including FCC frequency, 4 handhelds, and one (1) base station located at the CITY Operations and Maintenance Facility dispatch office. The radio equipment is to be available for normal dispatching as well as emergency situations (accidents, mechanical breakdowns, etc.), thereby enabling the CONTRACTOR to immediately dispatch substitute vehicles. CONTRACTOR assumes the responsibility of coordinating maintenance of the radio system. CITY shall be responsible for maintenance (parts & replacement) costs of the system. CONTRACTOR shall be responsible for maintaining proper radio etiquette at all times to ensure that the CITY's FCC broadcasting license is protected.

##### **INITIAL VEHICLE ACCEPTANCE**

At the beginning of this contract, CITY and its agents will jointly inspect each vehicle with the CONTRACTOR and sign off on an original inspection sheet to establish a baseline vehicle condition. CONTRACTOR will be required to bring the buses into a state of good repair acceptable to the CITY.

At the conclusion of contract, CITY and its agents will jointly inspect each vehicle with the outgoing CONTRACTOR and sign off on the original inspection sheet from when the CONTRACTOR originally inspected and accepted the vehicles.

After the CITY has accepted the vehicles, the CITY will jointly inspect the vehicles with the new CONTRACTOR. An inspection acceptance form will be generated at that time. It is the sole responsibility of the outgoing CONTRACTOR, at its expense, to ensure all CITY vehicles are in good operating condition, free of damage and/or neglect both inside and outside. Should the outgoing CONTRACTOR fail or refuse to meet this requirement, the City may, at its option, repair the vehicles at OUTGOING CONTRACTOR'S expense.

### **OPERATING MODE**

The CITY of Petaluma provides all vehicles, fuel, and fare media required for scheduled service. The CONTRACTOR provides required drivers, supervisory/management services, and all other operational goods and services needed to provide the services described in this Scope of Services unless expressly stated that such goods and services would be provided by the CITY.

### **FACILITIES**

CONTRACTOR shall occupy and perform services as required by this contract from the CITY's Petaluma Transit Maintenance & Operations Center, located at 555 N. McDowell Blvd. CONTRACTOR will share this facility with CITY staff who occupy a portion of the facility.

### **SOFTWARE/HARDWARE**

The CITY will supply basic administrative office hardware and software, for this contract, with the exception of additional proprietary computers used for driver monitoring systems or other proprietary activities. Should CONTRACTOR desire to have proprietary software installed on CITY computers, it must be approved by CITY for installation on CITY computers. CITY provides high-speed internet access that is shared with CONTRACTOR at no cost. Should CONTRACTOR desire a separate computer network with CONTRACTOR computer hardware it will be at CONTRACTORS's expense.

CONTRACTOR shall provide TRAPEZE PASS paratransit scheduling software system. CONTRACTOR shall be responsible for ongoing maintenance, tech support, and hosting of said scheduling software and providing supporting hardware such as tablet computers, MDTs, etc.

High-speed internet access for CONTRACTOR is provided by CITY. Limited free Wi-Fi is provided for facility guests by CITY.

The Petaluma Paratransit client data generated and stored by any paratransit scheduling software system, whether CITY owned or provided and/or hosted by CONTRACTOR, is the property of CITY and shall be turned over to the CITY upon request or at the end of either the scheduling software lifecycle, or this agreement.

### **FARE COLLECTION**

CONTRACTOR shall collect the fares and charges that have been and may be established by the CITY. CONTRACTOR shall train employees and provide pass sales at the Petaluma Transit M&O Facility (555 N. McDowell) as well as sell Clipper fare media and support add-value transactions, and most frequently,

sale of Senior and Youth Clipper cards. CONTRACTOR shall assist in the issuance of RTC (Regional Transit Discount Cards) Cards at the M&O Facility. Fare collection and all related security measures shall be solely the responsibility of the CONTRACTOR. The CONTRACTOR shall be required to provide the CITY with the following materials or information:

- Fares collected, which shall be deposited into CITY transit revenue account daily then summarized by day and route on monthly reports.
- Fare boxes (vault-style) for all fixed route buses shall be provided by the CITY and maintained by the CONTRACTOR. CITY is currently using bottom-loading Diamond non-electronic fareboxes.
- Paratransit vehicles currently do NOT have fareboxes, as fares are collected into bank bags by drivers during the course of the service day. It is possible, that CITY will purchase and equip paratransit vans with non-electronic fareboxes during this agreement. No change in billing rate will be considered.
- Fare media and pass sales summary data shall be collected and submitted to the CITY of Petaluma's Transit Division Manager monthly or upon request.

The CITY reserves the right to approve any fare collection/securement system implemented throughout the contract term. The CITY reserves the right to examine the books of fares collected at its discretion, including retaining the services of an independent third-party auditor.

#### **TELEPHONE INFORMATION SERVICE**

CONTRACTOR shall provide customer information service to the public in English and Spanish during all hours of system operation.

CONTRACTOR shall take paratransit client reservations every day between 9am and 5pm while providing general information (where is my ride?) during all times that revenue service is being operated (see Section 2.1.1. above).

CITY shall provide for CONTRACTOR sufficient telephone lines and telephone equipment dedicated to the Petaluma Transit operation to ensure effective communications. These phone lines shall be used solely for the purpose of conducting Petaluma Transit business and shall not be used by the CONTRACTOR for any other purpose. These telephones shall be answered as "Petaluma Transit" or "Petaluma Paratransit." This does not include mobile phones which if needed, are the responsibility of the CONTRACTOR to provide.

CITY-provided telephone lines (each offers multiple rollovers) and their respective phone equipment and telephone numbers shall remain the property of the CITY of Petaluma under conclusion or termination of the contract.

CONTRACTOR shall establish a phone answering method and "hold messages" for the CITY's Cisco Phone System that are approved by CITY. CITY reserves right to require the recording of various informational messages that CONTRACTOR will ensure are placed into the phone system to educate callers on Petaluma Transit services and events while caller is on hold.

#### **EQUIPMENT CONDITION**

CITY provides CONTRACTOR with access to a modern, indoor, drive-through bus wash onsite at the Operations and Maintenance Facility. Vehicles placed in service by CONTRACTOR must, without exception conform to the following:

- Exteriors shall be washed and detailed at least twice per week, per vehicle.
- Interiors shall be cleaned daily, including sweeping of floors and seats.
- Interiors shall be detailed thoroughly at least twice per month.
- Interior floors shall be mopped at least twice per week, or more often as needed in wet weather.
- Drivers' area will be wiped down at least twice per week. This shall include, but not be limited to, dash controls, dashboard, above the driver area, and along the front dashboard.
- Have fully operational heating and air conditioning, wheelchair ramps and lifts, securement belts, flip seats, radios, fareboxes, AVL systems, Wi-Fi, surveillance camera systems, and destination signs.
- Be free of body damage, have no missing or unpainted panels.
- Be free of graffiti on the exterior and on the interior of vehicles.
- Have all safety items fully operational; (i.e., lights, brakes, horn, tires, wheelchair tie downs, seat belts, etc.)
- No vehicle shall be cannibalized for parts for any reason without prior written consent of the CITY of Petaluma.
- No vehicle shall be retired or put into revenue service without CITY authorization. No vehicle shall be deployed outside its assigned mode (fixed route or paratransit) without CITY authorization.

## **DATA & REPORTS**

### **MONTHLY REPORTS**

The following performance indicators must be reported monthly:

- Ridership from each day of previous month, sorted by route and fare type
- Roadcalls with reason for call and summary (date, time)
- Number of missed/late trips, including route number, day/time, and cause
- Number of complaints, nature of complaint, resolution, video clip if relevant (See description in Section 2.9.5 below) & status of follow-up efforts
- Total accidents, sorted by preventable versus non-preventable
- Passenger incidents
- Wheelchair boardings
- Number of overloads experienced
- Number of Drug and Alcohol tests and outcome of tests
- Route performance, including ridership, fares collected, revenue hours and revenue miles by route, passengers per hour, deadhead hours and miles by route
- Driver/Dispatcher training activities
- Requests for services not currently being provided
- Summary of preventative maintenance cycles due and performed, with type of PM noted (maintenance)
- Summary of downed vehicles (unavailable for operations, beyond PMs) (maintenance) and estimated time for reinstatement to revenue service
- Vehicle Miles by vehicle – Fleet Roster update
- An array of accurate reports as produced by industry standard state-of-the-art paratransit scheduling software, including NTD reports.

For Petaluma Paratransit service, CITY will select the format and type of reports required. Key metrics that must be easily produced include:

- Daily booked trips
- Cancellations
- “No show” Trips
- Attendant/Companion Trips
- Revenue Miles
- Deadhead Miles
- Revenue Hours
- Deadhead Hours
- Fare breakdown (cash, tickets, free rides, institutional billed clients)
- Number of vehicles in service
- Number of Subscription Trips
- Evaluation Trips
- Trips utilizing a bus lift
- Number of denials due to insufficient capacity or adversarial denials
- Number of late trips
- Indication of excessively long trips and longest trip travel time.

#### **OTHER PERIODIC REPORTS**

- Written accident and incident reports must be submitted to the CITY within **one business day**. Report should include supervisor’s report and police report if these are available.
- Quarterly Distribution/Expenditure report on 2.9.9 incentive monies
- Annual parts inventory.

#### **RIDERSHIP REPORTS**

Ridership information will be collected on all Petaluma Transit services on a daily basis. Ridership shall be tallied on the Avail MDT Fare Screen, as well as tallied on the traditional clicker installed in each bus, then entered onto each drivers printed manifest. Ridership will be separated by route, trip, day, and fare category. This report will be e-mailed in Excel format as a part of the monthly report and may be requested more often at CITY discretion.

#### **PASSENGER COMPLAINTS**

CONTRACTOR will contact by telephone, and follow up with written correspondence (if necessary, as deemed by CONTRACTOR or CITY) to the complaint. If an investigation is required, CONTRACTOR will conduct an investigation and the initiator will be contacted by telephone or written correspondence regarding the results of the investigation. CONTRACTOR shall respond to passenger complaints within one (1) business day of receipt. The CONTRACTOR will be required to track and submit written report to CITY, all complaint information within two (2) business days of receipt. CONTRACTOR shall resolve all complaints within a timely manner and submit a summary of the resolution to the CITY. CONTRACTOR will be responsible for reviewing video recordings, making clips of incidents/complaints and providing said



video clips to the CITY upon request. The CITY may implement a new customer service tracking software and would require CONTRACTOR utilization of this system.

## **NTD REPORTING**

All public transit service provided for CITY, including fixed route, and ADA paratransit must be reported annually to the Federal Transit Administration (FTA) in a completed National Transit Database (NTD) report. As part of the annual NTD reporting requirement, the CONTRACTOR shall conduct on-board data sampling in any year CITY is required to sample as directed by the FTA/NTD, to statistically compute valid passenger mile data. The CITY conducted a full-sampling in Fiscal Year 2016-17. The City of Petaluma is currently on a three year sampling cycle per FTA guidelines, so it is very possible that sampling will again occur in FY 2019-20. CITY is working with NTD and Avail (AVL/CAD system on its fixed route buses) to certify the ridership data being generated by Avail prior to FY 2019-20. If this is successful no further manual sampling will be required. CITY staff in collaboration with CONTRACTOR will perform NTD-compliant sampling per the following procedures.

CITY shall generate and provide to CONTRACTOR a list of all trips to be sampled in advance of the sampling period. The CONTRACTOR agrees to use the technique described in FTA Circular C 2710.1A (dated July 18, 1988) or any subsequent FTA Circular to perform the samples. The CONTRACTOR shall submit the daily random sample trip sheets no later than the tenth (10<sup>th</sup>) calendar day for the previous month's sampled trips. CONTRACTOR shall conduct any mandatory sampling that NTD may require of Petaluma Transit at any time during contract term. CITY staff assists with sampling of trips; however, CONTRACTOR shall cover trips that CITY staff are unable or unwilling to sample.

## **DRUG-FREE WORKPLACE POLICY**

The CONTRACTOR is required to develop and implement procedures which comply with the CITY of Petaluma Drug-Free Workplace Policy and applicable FTA requirements.

## **PERFORMANCE SPECIFICATIONS**

All performance specifications will be strictly adhered to in order to provide the highest level of service possible. The CITY of Petaluma will use its Avail AVL/CAD system, as well as whichever paratransit scheduling software is utilized, to monitor and evaluate CONTRACTOR in its performance of the Contract to ensure all performance specifications are adhered to.

To receive full compensation, the CONTRACTOR is required to meet or exceed the following standards of performance on a monthly basis:

Operating Performance Standards - Vehicles shall be operated with due regard for the safety, comfort and convenience of passengers and the general public. Service shall be provided as scheduled or according to any adjusted schedule established by CITY, including route modifications required as a result of a declared emergency. The CONTRACTOR shall strive to maintain on-time performance; however, CONTRACTOR shall not be held responsible for the failure to provide on-time service due to weather, unavoidable vehicle malfunctions, traffic congestion, or naturally occurring disasters, if sufficient documentation is provided to CITY.

Personnel Performance Standards

## KNOWLEDGE OF SERVICE

All personnel are responsible for knowledge of the service. Project personnel must maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service. Customer service training must include a focus on positive passenger relations, and working effectively with difficult customers/crowd control. Personnel must report passenger complaints and/or operation problems to the CONTRACTOR's designated representative/Manager who will be responsible to inform the Transit Division Manager, or his designee. All passenger complaints must be reported to CITY within one (1) business day of being received.

## COLLECTION OF DATA

Drivers must diligently record operating data (fares, transfer requests) via the Avail AVL system and traditional paper manifests accurately and completely each shift, and submit the required operating reports each day. Drivers must also strive to make all timed connections using the AVL system and radios to coordinate passenger transfer opportunities.

## INCENTIVES

It is the intention of the CITY to provide incentives for performance to encourage and stimulate expected transit service provision. Incentives will be measured via CONTRACTOR provided records and the existing Avail AVL system, plus whichever paratransit software system is deployed, and calculated and paid quarterly. Incentive payments must be spent at the site for the benefit of the employees. The incentives include:

- *Preventable Accidents:* The CONTRACTOR will be eligible for an incentive of \$500 per month if it meets the standard of ZERO preventable accidents per month.
- *ADA Paratransit Productivity:* The CONTRACTOR will be eligible for an incentive of \$700 per month if it exceeds the standard of 3.0 passengers per revenue hour, while still maintaining 90% on-time performance.
- *Road calls:* The CONTRACTOR will be eligible for an incentive of \$500 per month if it meets the standard of ZERO road calls per month.
- *Timely Provision of Trips:* The CONTRACTOR will be eligible for an incentive of \$300 per month if it meets the standard of ZERO late yard pulls/on-street reliefs per month. (Fixed Route) "LATE YARD PULL" is 10 minutes or more after specified time for yard departure.
- *Maintenance Manager certification:* The CONTRACTOR will be eligible for an incentive of \$80 per month for the Maintenance Manager position being fully occupied (without any vacancy) with employee holding ASE A and H Master Certifications over prior year while serving as Maintenance Manager for Petaluma Transit under CONTRACTOR.
- *Timely hiring:* The CONTRACTOR will be eligible for an incentive of \$500 per instance of filling a vacant driver, bus fueler/washer, or maintenance tech position and \$1,000 for Maintenance Manager or General Manager vacancy being filled **within 30 days** of the position being vacated and providing the newly hired employee is still employed after a period of 90 days from initial hiring date.

## LIQUIDATED DAMAGES

The CITY has the right, in its discretion, to impose liquidated damages in accordance with this Section. The CONTRACTOR shall have the opportunity to contest any liquidated damages assessed, but this shall not affect the right of CITY to deduct the amount of liquidated damages from the monthly amount due the CONTRACTOR. Liquidated Damages events will be measured via CONTRACTOR provided records and the existing Avail AVL system, plus whichever paratransit software system is deployed, and calculated and paid quarterly.

From the nature of the services to be rendered, the CONTRACTOR and the CITY agree that it is extremely difficult to fix actual damages which may result from the failure on the part of the CONTRACTOR to perform certain of its obligations under the Agreement. CONTRACTOR and CITY agree that the following defaults under the Agreement will damage the reputation of the CITY's transit program. Such damage shall reduce the ridership, and, therefore the revenue for such program. Accordingly, it is hereby agreed that the CITY shall be entitled to the following liquidated damages as compensation for such damage. Liquidated Damages include:

- *Failure to Voluntarily Report*: \$100 for each occurrence of an action that would trigger liquidated damages per this contract that is NOT REPORTED TO THE CITY WITHIN the specified reporting window. This includes failure to deduct revenue hours driven by road supervisors and/or managers from monthly billing.
- *Falsification of Reports*: \$500 for each occurrence of the CONTRACTOR submitting knowingly false or misleading information to the CITY.
- *Late Yard Pull/Late Trip (Fixed Route)*: \$50 for each bus trip that is more than 10 minutes late departing its initial timepoint in revenue service, due to mechanical or staffing problems such as late reporting drivers.
- *Absent supervisory staff*: \$200 for each day of CONTRACTOR having less than one General Manager or Road Supervisor personnel on duty at all times during service operations, including prior to driver rollout to assure complete route coverage/schedule adherence.
- *Improper bus/van usage*: \$200 per day for each occurrence of CONTRACTOR usage of fixed-route bus or paratransit vehicle for purpose of driver relief, shift change or shuttling drivers, instead of using CONTRACTOR provided vehicle.
- *Early Trips, a.k.a. Bus Running "Hot"*: \$25 for each occurrence of bus departing from any designated time point earlier than its scheduled departure and/or from any time point within its published schedule. The CITY maintains a zero-tolerance policy on "running hot", and allows a one-minute (1) grace period, hence two (2) minutes early departing any timepoint constitutes "running hot".
- *Failure to Properly Train Drivers*: \$100 for each Failure to train each driver assigned to this Contract in accordance with CITY requirements and CONTRACTOR's training program approved by CITY. This may be enforced in cases of driver incompetence such as, but not limited to: off

route, missed stops, bypasses, poor customer service resulting in complaints, etc.

- *Failure to Properly Train Dispatchers*: \$500 for each Failure to train each dispatcher assigned to this Contract in accordance with CITY requirements and CONTRACTOR's training program approved by CITY. This includes failure to train dispatchers with regular training intervals included in CONTRACTOR training guide materials in Exhibit A.
- *Failure to Provide Service/Missed Trip (fixed route)*: \$150 for each missed trip, defined as 20 minute or more later than scheduled departure times from published timepoints, when CONTRACTOR are unable to provide regularly scheduled service due to a lack of available bus drivers or revenue vehicles that meet minimum vehicle standards. This includes having all safety items fully operational; (i.e., lights, brakes, horn, tires, wheelchair tie downs, seat belts, etc.), and having fully operational heating and air conditioning, wheelchair ramps and lifts, securement belts, flip seats, radios, fareboxes, and destination signs.
- *Failure to Provide Service/Missed Trip (Paratransit)*: \$150 for each missed trip, defined as arrival at a pickup more than 20 minutes or more past the assigned pickup window, when CONTRACTOR is unable to provide regularly scheduled service due to a lack of available bus drivers or revenue vehicles that meet minimum vehicle standards. This includes having all safety items fully operational.
- *Operator discourtesy*: \$75 per reported/verified occurrence.
- *Smoking violation*: \$50 per occurrence of CONTRACTOR employee violating smoking policy including but not limited to: smoking within 555 N. McDowell facility (excepting designated smoking area) or any bus stop, transfer point or Park-n-Ride.
- *Uniform violation*: \$50 per occurrence of CONTRACTOR employee violating uniform policy guidelines included within this contract.
- *Management*: Change of CONTRACTOR General Manager or Maintenance Manager/Mechanic with or without City approval; after 30 days of the position be vacated, City shall withhold \$500 of payments each week that the City is not provided with an FTE replacement for this position, as liquidated damages from CONTRACTOR.
- *Maintenance tech & bus washer/fueler* - \$300 for each week, after 30 days of the position being vacated, that the City is not provided with an FTE replacement for this position, as liquidated damages from CONTRACTOR.
- *Customer Complaints*: Failure to investigate, bring to resolution and document (report to CITY through the complaint management software) any passenger complaint within two (2) business days, \$75 per occurrence.

The CONTRACTOR shall deduct from its billing rate all missed hours of revenue service regardless of assessment of liquidated damages.

Failure of the CITY to assert any right which it has under any resultant contract, or to assess any liquidated damages as provided, shall not act as a waiver as to the CITY's right to enforce the

provisions of said Contract, or assess liquidated damages in the future. The assessment of liquidated damages and/or deductions as provided under this Contract shall in no way relieve the CONTRACTOR of its obligation to provide sufficient service, vehicles, or drivers, or to meet any of the terms of this contract.

## **MARKETING AND PUBLIC RELATIONS**

The CITY of Petaluma shall be responsible for all marketing and public relations activities relating to Petaluma Transit.

CITY shall furnish all schedules, maps, transfers, passes and other printed materials required for marketing the service to the CONTRACTOR. The CONTRACTOR shall distribute Petaluma Transit passenger notices, cooperate, and participate in marketing promotions, advertising, public relations, and public education programs and projects undertaken by CITY from time to time. CITY shall be the exclusive public media spokesperson in connection with transportation service. Under no circumstances shall the CONTRACTOR or its employees be permitted to distribute any unauthorized printed or written materials pertaining to Petaluma Transit service without permission from the CITY of Petaluma.

CONTRACTOR shall bill CITY at the regular fixed route billing rate in effect at the time for all marketing events that require a non-regularly scheduled bus/driver.

## **ADVERTISING ON EXTERIOR AND INTERIOR OF BUSES AND IN BUS SHELTERS**

The CITY of Petaluma may, during the course of this Contract, require the CONTRACTOR to allow prospective contractors contracted by the CITY access to all buses assigned to this contract to install and remove advertising material. All advertising materials are subject to CITY approval prior to being installed.

At this time, CITY administers the CITY's bus and shelter advertising program and provides signage to CONTRACTOR to install (in existing frames for fixed-route, and vinyl applied directly onto the exterior of the paratransit vans). CONTRACTOR shall support CITY in administering the advertising revenue program, including installing and removing signs/posters as requested. Shelter posters are installed and removed from CITY-owned shelters by a combination of CITY and CONTRACTOR staff. At this time, sales of (and activity involved with) shelter posters are minimal, but it is anticipated that these spaces will increase in activity during the term of this agreement. CITY is considering awarding a new third-party contract that will provide these services. CONTRACTOR will be responsible for working with contractors to ensure a successful bus exterior advertising contract program.

## **SIGNAGE**

CONTRACTOR shall display required head, side, and tail signage, in plain view, in all Petaluma Transit vehicles, while in revenue service. CITY will supply CONTRACTOR with software programs for electronic head signage and update said at its discretion. CITY's Avail AVL software operates the headsigns for CONTRACTOR drivers when functioning normally. During times when the Avail system is not functioning normally, drivers are required to manually program the headsign controller unit. CITY Transit Division Manager reserves the right to direct CONTRACTOR as to which messages shall be displayed during revenue services as required. CONTRACTOR shall be responsible for ensuring proper function and display of revenue vehicle signage at all times.

### **OPERATING DURING AN EMERGENCY**

In the event of an emergency, CONTRACTOR shall deploy vehicles in a manner described by the CITY. Emergency service does NOT constitute an expansion of service. CITY shall be obligated to compensate CONTRACTOR for emergency service that significantly exceeds the normal expense of operating the transit service during such period of declared emergency. CONTRACTOR shall be responsible for accurate tracking and reporting to CITY of all resources (labor & other) expended in the provision of emergency service.

CONTRACTOR employees are required to report for duty and participate in the role of government emergency response personnel.

### **EMERGENCY SERVICE PLANNING**

The CONTRACTOR shall participate in CITY emergency preparedness planning and drills. Examples of emergencies shall include: electrical power failure, earthquakes, strikes, wildfires, and other natural disasters. Staff shall be appropriately trained in proper handling of these situations.

### **MODIFICATION OF SERVICE AND FARES**

In the event of an emergency that is declared as such by local authorities or if decided by the CITY Transit Division Manager, the established notice of fare and service changes shall not apply, and CONTRACTOR will use its best efforts to effect at the earliest possible opportunity the modification of the existing service, or the addition of service that is ordered by the CITY to respond to the emergency.

### **FTA GRANT CONTRACT PROVISIONS (SERVICES)**

The FTA Grant Contract Provisions set forth herein shall be incorporated into and become part of the contemplated contract documents executed in connection with an award of this contract to the CONTRACTOR. In case of any conflict or discrepancy, the FTA Grant Contract Provisions set forth herein shall prevail over all other terms and conditions contained in this Professional Services Agreement/contract. Parties referenced in the following clauses are defined as:

“Awarding Agency” is the sub-recipient of the State of California Department of Transportation.

“PROJECT” is the Awarding Agency’s federally supported project.

“CONTRACTOR” is the third-party prospective contractor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

“Sub-agreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

#### 1. NO OBLIGATION TO THIRD-PARTIES BY USE OF A DISCLAIMER

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Sub-agreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the sub-agreements of third-party contractors and the sub-agreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each sub-agreement financed in whole or in part with financial assistance provided by the FTA.
- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and

omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
  - E. Awarding Agency Approval of Sub-agreements. The Awarding Agency shall approve in writing all proposed Sub-agreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Sub-agreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Sub-agreements must be approved by the Awarding Agency prior to implementation.
2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
  - B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
  - C. The CONTRACTOR agrees to include the above two clauses in each sub-agreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.



### 3. ACCESS TO RECORDS AND REPORTS

#### Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every sub-agreement entered into relative to the PROJECT.

#### Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all sub-agreements.

#### Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

### 4. FEDERAL CHANGES, AMENDMENTS TO STATE, AND LOCAL LAWS, REGULATIONS, AND DIRECTIVES

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

### 5. CIVIL RIGHTS (TITLE VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee sub-recipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment

opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a sub-agreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding

Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

## 6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

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

## 7. ENERGY CONSERVATION

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

## 8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub contractual work under this Contract.

### Prompt Payment and Return of Retainage

- A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

## 9. INTELLIGENT TRANSPORTATION SYSTEMS (ITS) NATIONAL ARCHITECTURE

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

## 10. ADDITIONAL TERMINATION PROVISIONS

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Agency that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

## 11. DEBARMENT AND SUSPENSION

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible

for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

- C. Before entering into any sub-agreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any sub-agreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

## 12. BUY AMERICA

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

## 13. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

#### 14. LOBBYING

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

#### 15. CLEAN AIR ACT

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each sub-agreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 16. CLEAN WATER ACT

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each sub-agreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 17. FLY AMERICA

- A. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and sub-agreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and sub-agreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

#### 18. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each sub-agreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

#### 19. CHARTER SERVICE OPERATIONS



The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

## 20. SCHOOL BUS OPERATIONS

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

## 21. DRUG AND ALCOHOL TESTING

The CONTRACTOR certifies by signing a Contract with the Awarding Agency that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations,” 49 CFR Part 655.

The follow drug and alcohol testing options are compliant with drug and alcohol rules. One of these options must be selected. Options 2 and Options 3 require additional information to be completed:

The CONTRACTOR agrees to:

Participate in the Awarding Agency's drug and alcohol program established in compliance with 49 CFR Part 655.

22. RECYCLED PRODUCTS

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**CITY OF PETALUMA  
FEDERAL DRUG AND ALCOHOL TESTING REGULATIONS  
CONTRACTOR COMPLIANCE GUIDELINES**

Effective January 1, 1995, all contract service providers that perform safety-sensitive functions (as defined by Federal Transit Administration (FTA) rules) for the CITY TRANSIT OPERATION-PETALUMA TRANSIT (PT) must comply with the FTA drug and alcohol testing regulations (49 CFR Part 653 and Part 654\_ and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40). Non-compliance shall result in suspension or termination of contract and/or non-Payment of outstanding invoices.

For purposes of this compliance program, **safety sensitive employees** are defined as follows:

Those employees whose job functions are, or whose job descriptions include the performance of functions, related to the safe operation of mass transportation service.

The following are categories of safety-sensitive functions:

- operating a revenue service vehicle, including when not in revenue service;
- operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL);
- controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service;
- maintaining (including repairs, overhaul, and rebuilding) revenue service vehicles or equipment used in revenue service; and
- carrying a firearm for security purposes.

Any supervisor who performs or whose job description includes the performance of any function listed above is also considered a safety-sensitive employee.

## IMPLEMENTATION GUIDELINES

The Purchasing Officer shall ensure that all contracts for services that include the performance of safety-sensitive functions as defined above shall include a provision requiring compliance with mandated DOT/FTA drug and alcohol testing regulations. The City reserves the right to audit the CONTRACTOR's drug and alcohol testing program prior to awarding the contract.

Prior to start of work, the CONTRACTOR must certify to the Purchasing Officer that their firm is in compliance with the DOT/FTA regulations. (Compliance can be achieved through an in-house program or through a consortium.) The certification shall remain in effect during the term of the contract. A copy of the signed certification shall be sent by the Purchasing Officer to the Transit Division Manager.

Using the EZ format prescribed by the FTA for the annual report (see appendix B to 49 CFR Part 653 and Part 654), each covered contractor shall send a quarterly drug and alcohol testing report to the Transit Division Manager. The quarterly report must be submitted no later than the 15<sup>th</sup> of the month following the close of each quarter. Continued payment of contractor invoices by the CITY is contingent upon contractor submission of the required reports on a timely basis and compliance with FTA-mandated rules.

On an annual basis, and no later than February 15 of each year, each covered contractor shall submit to the Transit Division Manager annual drug and alcohol testing data using the appropriate FTA prescribed forms. The report shall cover testing conducted during the previous calendar year.

The Transit Division Manager shall be responsible for filing the contractor's annual reports with the FTA. The reports shall be submitted to the FTA no later than March 15 of each year.

The Transit Division Manager for each covered contract shall be responsible for the ongoing monitoring of contractor compliance with DOT/FTA regulations, including ensuring that the quarterly and annual reports as described above are submitted on time.

On an annual basis, the Transit Division Manager shall audit contractor compliance, which may include site visits.

The Transit Division Manager shall be responsible for coordinating contractor responses to the audit findings and ensuring the corrective actions are taken on a timely basis.



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Jared Hall, Transit Division Manager

## **FTA CERTIFICATION FORMS**

### **FORM**

- |    |  |
|----|--|
| 4A | Certification of Restrictions on Lobbying  |
| 4B | Certification Regarding Financial Contributions                                      |
| 4C | Clean Air – Clean Water Certification  |
| 4D | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion |
| 4E | Disclosure of Lobbying Activities  |

**Form 1.1.2: BUDGET PROPOSAL**  
**OPERATIONS AND MAINTENANCE**  
**Both Modes - Fixed Route and Paratransit**

Instructions to Proposers: This Form 1.1.2 is to be used to submit the budget proposed for all work described in this RFP. The proposed budget must consist of fixed hourly costs, by mode of service, and fixed monthly costs. DO NOT ADD ADDITIONAL LINES TO FORM, EXCEPTING "OPTIONS" SECTION, IF

Base Years					Option Years		
Fiscal Year (FY19 means FY 18-19, July 2018 thru June 2019)	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Variable Cost Per Hour: Fixed Route	\$ 31.48	\$ 33.06	\$ 34.33	\$ 35.57	\$ 37.05	\$ 38.16	\$ 39.26
Variable Cost Per Hour: Paratransit	\$ 29.90	\$ 31.40	\$ 32.61	\$ 33.78	\$ 35.19	\$ 36.25	\$ 37.30
Monthly Fixed Fee	\$ 63,896	\$ 63,080	\$ 64,933	\$ 66,567	\$ 67,761	\$ 69,473	\$ 71,545
Monthly Liability Insurance (General & Auto)	\$ 5,495	\$ 5,543	\$ 5,593	\$ 5,736	\$ 5,822	\$ 5,877	\$ 5,932
Total Monthly Fixed Cost (Fixed Fee + Insurance)	\$ 69,391	\$ 68,624	\$ 70,526	\$ 72,303	\$ 73,584	\$ 75,350	\$ 77,477
One-Time Start-Up Expenses							
<b>Elements of Cost/Hour</b>							
Operator Wages	\$ 20.75	\$ 21.74	\$ 22.49	\$ 23.22	\$ 24.13	\$ 24.74	\$ 25.34
Operator Benefits	\$ 10.22	\$ 10.78	\$ 11.29	\$ 11.78	\$ 12.33	\$ 12.81	\$ 13.30
Other Hourly Operating Costs (specify and list):							
1. Describe							
2. Describe							
3. Describe							
4. Describe							
5. Describe							
<b>TOTAL MONTHLY COST PER HOUR</b>	<b>\$ 30.97</b>	<b>\$ 32.53</b>	<b>\$ 33.78</b>	<b>\$ 35.00</b>	<b>\$ 36.46</b>	<b>\$ 37.55</b>	<b>\$ 38.64</b>
<b>Elements of Monthly Fixed Fee</b>							
General Manager Salary	\$ 6,375	\$ 6,567	\$ 6,764	\$ 6,967	\$ 7,176	\$ 7,391	\$ 7,613
General Manager Benefits	\$ 1,057	\$ 1,103	\$ 1,151	\$ 1,202	\$ 1,255	\$ 1,311	\$ 1,370
Safety & Training Supervisor/Road Sup. Salary	\$ 4,071	\$ 4,194	\$ 4,319	\$ 4,449	\$ 4,582	\$ 4,720	\$ 4,861
Safety & Training Supervisor/Road Sup. Benefits	\$ 386	\$ 396	\$ 407	\$ 418	\$ 429	\$ 441	\$ 453
Road Supervisor Salary	\$ 3,587	\$ 3,695	\$ 3,805	\$ 3,920	\$ 4,037	\$ 4,158	\$ 4,283
Road Supervisor Benefits	\$ 345	\$ 354	\$ 363	\$ 373	\$ 383	\$ 393	\$ 404
Dispatchers Salary	\$ 11,178	\$ 11,513	\$ 11,859	\$ 12,215	\$ 12,581	\$ 12,959	\$ 13,347
Dispatchers Benefits	\$ 1,090	\$ 1,119	\$ 1,148	\$ 1,178	\$ 1,210	\$ 1,242	\$ 1,275
Paratransit scheduling/dispatching software (lease)	\$ 1,887	\$ 1,915	\$ 1,966	\$ 1,923	\$ 1,980	\$ 2,040	\$ 2,101
Trapeze Self Service Trip Booking	\$ 121	\$ 125	\$ 129	\$ 133	\$ 136	\$ 141	\$ 145
Trapeze Text Notification	\$ 214	\$ 221	\$ 228	\$ 236	\$ 244	\$ 252	\$ 260
<b>Subtotal (Monthly Operations)</b>	<b>\$ 30,313</b>	<b>\$ 31,207</b>	<b>\$ 32,140</b>	<b>\$ 33,011</b>	<b>\$ 34,013</b>	<b>\$ 35,046</b>	<b>\$ 36,111</b>
Mechanic Salary	\$ 5,858	\$ 6,034	\$ 6,215	\$ 6,402	\$ 6,594	\$ 6,791	\$ 6,995
Mechanic Benefits	\$ 1,229	\$ 1,273	\$ 1,318	\$ 1,366	\$ 1,415	\$ 1,467	\$ 1,521
Fleet Technician Salary	\$ 3,559	\$ 3,666	\$ 3,776	\$ 3,889	\$ 4,006	\$ 4,126	\$ 4,250
Fleet Technician Benefits	\$ 858	\$ 890	\$ 924	\$ 960	\$ 997	\$ 1,037	\$ 1,078
Fueler/Washer/Utility/Bus Shelter Helper Salary	\$ 3,121	\$ 3,215	\$ 3,311	\$ 3,410	\$ 3,513	\$ 3,618	\$ 3,727
Fueler/Washer/Utility/Bus Shelter Helper Benefits	\$ 787	\$ 817	\$ 849	\$ 883	\$ 918	\$ 955	\$ 993
Other Salary 1- Describe							
<b>Subtotal (Monthly Maintenance)</b>	<b>\$ 15,412</b>	<b>\$ 15,895</b>	<b>\$ 16,394</b>	<b>\$ 16,910</b>	<b>\$ 17,443</b>	<b>\$ 17,994</b>	<b>\$ 18,564</b>
Non-Vehicle Insurance	\$ 324	\$ 334	\$ 344	\$ 354	\$ 365	\$ 376	\$ 387
Office Expenses	\$ 381	\$ 393	\$ 404	\$ 417	\$ 429	\$ 442	\$ 455
Uniform Expenses	\$ 255	\$ 262	\$ 270	\$ 278	\$ 287	\$ 295	\$ 304
Training Expenses	\$ 1,394	\$ 1,028	\$ 1,059	\$ 1,091	\$ 1,123	\$ 1,157	\$ 1,192
Incentives/Liquidated Damages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Letter of Credit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Overhead- Describe	\$ 7,239	\$ 5,938	\$ 6,137	\$ 6,328	\$ 6,552	\$ 6,729	\$ 6,920
Other Expenses (specify):							
1. Mobile Eye Install	\$ 563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1a. Mobile Eye	\$ 459	\$ 459	\$ 459	\$ 409	\$ -	\$ -	\$ -
1b. Drive Cam	\$ 332	\$ 332	\$ 332	\$ 296	\$ -	\$ -	\$ -
2. Equipment Depreciation	\$ 402	\$ 402	\$ 402	\$ 336	\$ 270	\$ -	\$ -
3. Interest	\$ 642	\$ 596	\$ 560	\$ 523	\$ 499	\$ 494	\$ 494
4. Software & Cell Phone	\$ 276	\$ 284	\$ 292	\$ 301	\$ 310	\$ 320	\$ 329
5. Business Tax & License	\$ 67	\$ 69	\$ 72	\$ 74	\$ 76	\$ 78	\$ 81
6. Bus Passes	\$ 990	\$ 1,020	\$ 1,050	\$ 1,082	\$ 1,114	\$ 1,148	\$ 1,182
7. Employment Verification	\$ 372	\$ 383	\$ 395	\$ 406	\$ 419	\$ 431	\$ 444
8. Tool Allowance	\$ 50	\$ 52	\$ 53	\$ 55	\$ 56	\$ 58	\$ 60
9. Service Supplies	\$ 107	\$ 110	\$ 113	\$ 117	\$ 120	\$ 124	\$ 128
Profit	\$ 4,319	\$ 4,323	\$ 4,456	\$ 4,581	\$ 4,684	\$ 4,781	\$ 4,895
<b>Subtotal (Contract Expenses)</b>	<b>\$ 18,172</b>	<b>\$ 15,984</b>	<b>\$ 16,399</b>	<b>\$ 16,646</b>	<b>\$ 16,305</b>	<b>\$ 16,433</b>	<b>\$ 16,870</b>
<b>TOTAL MONTHLY FIXED FEE</b>	<b>\$ 63,896</b>	<b>\$ 63,080</b>	<b>\$ 64,933</b>	<b>\$ 66,567</b>	<b>\$ 67,761</b>	<b>\$ 69,473</b>	<b>\$ 71,545</b>

"Options" - Describe option (i.e. additional staff or software system) available in your proposal

2.							
3.							
4.							
5.							
6.							

ATTACHMENT 4-A

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Amy Barry, hereby certify on behalf of MV Transportation, Inc.  
that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certificate is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date Executed: January 17, 2018

SIGNATURE:



Name/Title:

Amy Barry, Assistant Secretary

**ATTACHMENT 4-B**

**CERTIFICATION REGARDING FINANCIAL CONTRIBUTIONS**

Certification to be executed by Proposer and each proposed first tier subcontractor whose subcontract exceeds \$100,000. Make additional copies of the Certification as necessary.

Proposer is responsible for collecting the Certification from each first tier subcontractor whose subcontract exceeds \$100,000 and submitting it along with its own Certification to RCTA with the proposal on the date proposals are due.


Proposer is advised that if all Certifications are not submitted on the date proposals are due, they must be submitted within five (5) calendar days thereafter. Failure to submit all Certifications within five (5) calendar days following the date proposals are due may render the proposal non-responsive. See instructions in the RFP for submitting Certifications after proposal due date.

The undersigned certifies that:

1. It will not make any monetary or in-kind contribution (including loans) to any RCTA Director, or any candidate for Director, from the date proposals are due until the award of the agreement.
2. It understands that the term "contribution" shall have the same meaning as defined in Government Code section 82015 and implementing regulations adopted by the Fair Political Practices Commission.
3. If Proposer is awarded the agreement, the undersigned shall continue to comply with this prohibition for three months following the award of the agreement.

Date: January 17, 2018

Name of Firm: MV Transportation, Inc

Signature: 

Print Name/Title: Amy Barry, Assistant Secretary



ATTACHMENT 4-C

CLEAN AIR – CLEAN WATER CERTIFICATION

THIS CERTIFICATION APPLIES TO ALL CONTRACTS EXCEEDING \$100,000, INCLUDING INDEFINITE QUANTITIES WHERE THE AMOUNT IS EXPECTED TO EXCEED \$100,000 IN ANY YEAR.

The undersigned certifies that:

Clean Air Certification:


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

Clean Water Certification:

- (1) The Contractor agrees to comply will all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date: January 17, 2018

Name of Firm: MV Transportation, Inc.

Signature: 

Print Name/Title: Amy Barry, Assistant Secretary

**ATTACHMENT 4-D**

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

**(Pursuant to 49 CFR Part 29, Appendix B)**

- A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.
1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  2. The Proposer shall provide immediate written notice to RCTA if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact RCTA for assistance in obtaining a copy of those regulations.
  4. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
  5. The Proposer further agrees by submitting this proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.


6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

1. The Proposer certifies, by submission of this bid or proposal, that neither it nor its "principals," as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If Proposer is unable to certify to the statements in this certification, Proposer shall attach an explanation to this proposal.

Date: January 17, 2018

Name of Proposer: MV Transportation, Inc.

Signature: 

Print Name/Title: Amy Barry, Assistant Secretary

Not Applicable

Attachment 4-E

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>   		
<b>6. * Federal Department/Agency:</b> <input type="text"/>	<b>7. * Federal Program Name/Description:</b> <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text"/> * Name: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

## ATTACHMENT 3

## SCHEDULE OF DBE

MV Transportation, Inc.

Name of Prime Contractor

Name of DBE	Street Address	City, State, Zip	Type of Work	Start/End Dates	Agreed Price
MV does not anticipate the use of DBE's in the provision of these services.					

The undersigned will enter into a formal agreement with Disadvantaged Contractors for work listed in this schedule conditioned upon the execution of a contract with the City of Petaluma.



\_\_\_\_\_  
Name of Prime Contractor (signature) Amy Barry, Assistant Secretary

January 18, 2018

Date



**City of Petaluma Transit**  
Vehicle Roster 1/1/18

Petaluma Transit & Paratransit Fleet												Date:	
												*Values to be updated annually or as buses in fleet are replaced	
FIXED ROUTE FLEET													
VEH #	STATUS	YEAR	Manufacturer	Model	Length	Seats	FUEL	VIN #	Value*	W/C Spots			
37	IN SERVICE	2011	Gillig	Gillig LF	29'	23	Diesel	15GGE2718B1092152	\$ 95,687	2			
38	IN SERVICE	2011	Gillig	Gillig LF	29'	23	Diesel	15GGE271XB1092153	\$ 95,687	2			
39	IN SERVICE	2011	Gillig	Gillig LF	29'	23	Diesel	15GGE2711B1092154	\$ 95,687	2			
40	IN SERVICE	2011	Gillig	Gillig LF	29'	23	Diesel	15GGE2713B1092155	\$ 95,687	2			
33	IN SERVICE	2007	Gillig	Gillig LF	35'	34	Diesel	15GGB271971077482	\$ 20,000	2			
34	IN SERVICE	2007	Gillig	Gillig LF	35'	34	Diesel	15GGB271071077483	\$ 30,000	2			
35	IN SERVICE	2007	Gillig	Gillig LF	35'	34	Diesel	15GGB271271077484	\$ 30,000	2			
36	IN SERVICE	2007	Gillig	Gillig LF	35'	34	Diesel	15GGB271471077485	\$ 30,000	2			
41	IN SERVICE	1999	New Flyer	DLF-40	40'	38	Diesel	5FYD2LL04WU019306	\$ 14,048	2			
42	IN SERVICE	1999	New Flyer	DLF-40	40'	38	Diesel	5FYD2LL05WU019301	\$ 14,048	2			
43	IN SERVICE	1999	New Flyer	DLF-40	40'	38	Diesel	5FYD2LL03WU019300	\$ 13,434	2			
31	IN SERVICE	2016	Gillig	Gillig LF	35'	34	DEH Hybrid	15GGB3012G1186799	\$ 686,908	2			
32	IN SERVICE	2016	Gillig	Gillig LF	35'	34	DEH Hybrid	15GGB3012G1186800	\$ 686,908	2			
44	IN SERVICE	2016	Gillig	Gillig LF	40'	40	DEH Hybrid	15GGB3012G1186798	\$ 703,907	2			
PARATRANSIT													
VEH #	STATUS	YEAR	Manufacturer	Model	Vehicle Type	Length	Seats	FUEL	VIN #	*Value	W/C Spots		
Larger-Type II													
11	IN SERVICE	2013	Elkhart Coach	MG102	Cut-a-way	24	12	Gas	1FDFF4F59DDA50899	\$ 34,726	3		
12	IN SERVICE	2010	EIDorado National	Aerotech	Cut-a-way	24	12	Gas	1FDFF4FL4ADA72376	\$ 10,617	3		
13	IN SERVICE	2015	Elkhart Coach	MG102	Cut-a-way Ford E450	24		Gas	1FDEEE4FL0FDA08466	\$ 45,099	3		
18	IN SERVICE	2017	Glaval	Universal	Cut-a-way Ford E450	22	11	Gas	1FDEEE4ES2HDC26567	\$ 76,614	3		
19	IN SERVICE	2017	Glaval	Universal	Cut-a-way Ford E450	22	11	Gas	1FDEEE4ES7HDC24927	\$ 81,314	3		
Smaller-Type I													
14	IN SERVICE	2011	EIDorado National	Aerotech	Cut-a-way Ford E450	22	8	Gas	1FDEEE3FS3BDA27086	\$ 15,995	3		
15	IN SERVICE	2012	Elkhart Coach	MG101	Cut-a-way Ford E350	22	8	Gas	1FDEEE3FS3BDA27086	\$ 22,324	3		
16	IN SERVICE	2012	Elkhart Coach	MG101	Cut-a-way Ford E350	22	8	Gas	1FDEEE3FL0CDA62808	\$ 22,324	3		
17	IN SERVICE	2015	Elkhart Coach	MG101	Cut-a-way Ford E350	22	8	Gas	1FDCEE3FL0FDA09627	\$ 42,718	3		
Shop Truck													
VEH #	STATUS	YEAR	MAKE	MODEL	Length	Seats	FUEL	VIN #	*Value	W/C Spots			
3	shop truck	2002	Champion	Cut-a-way	22	6	Gas	1GBJG31G421166021	\$ 10,000	n/a			

Cecilia,

Here is the additional insurance documentation from MV. A few notes to pass on per MV:

"These were updated to show the loss payee wording and address a few other items such as the excess coverage over the AL & GL policies.

Regarding the request for a separation of insureds endorsement- this is built into the standard ISO GL form so a separate endorsement is not required."

Let me know if you have any questions.

Jared



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/08/2018

**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).**

<b>PRODUCER</b> McGriff, Seibels & Williams of Oregon 1800 SW First Avenue, Suite 400 Portland, OR 97201	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 503-943-6621      FAX (A/C, No): 503-943-6622 E-MAIL ADDRESS:														
<b>INSURED</b> MV Transportation, Inc. and subsidiaries 2024 College Street Elk Horn, IA 51531	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B :Gemini Insurance Company</td> <td style="text-align: center;">10833</td> </tr> <tr> <td>INSURER C :ACE Property and Casualty Insurance Company</td> <td style="text-align: center;">20699</td> </tr> <tr> <td>INSURER D :Indemnity Insurance Company of North America</td> <td style="text-align: center;">43575</td> </tr> <tr> <td>INSURER E :ACE Fire Underwriters Insurance Company</td> <td style="text-align: center;">20702</td> </tr> <tr> <td>INSURER F :Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :ACE American Insurance Company	22667	INSURER B :Gemini Insurance Company	10833	INSURER C :ACE Property and Casualty Insurance Company	20699	INSURER D :Indemnity Insurance Company of North America	43575	INSURER E :ACE Fire Underwriters Insurance Company	20702	INSURER F :Lexington Insurance Company	19437
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D :Indemnity Insurance Company of North America	43575														
INSURER E :ACE Fire Underwriters Insurance Company	20702														
INSURER F :Lexington Insurance Company	19437														

## COVERAGES

CERTIFICATE NUMBER: HRLNPSTX

REVISION NUMBER:

**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.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDO G27874800	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> EXCESS OF SIR <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			XSA H25155270	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			GVE100144803 G4686119A 001	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A D E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C64626139 (AOS) WLR C64626140 (AZ, MA) WCU C64626164 (CA, OH, WA) SCF C64626152 (WI)	02/01/2018	02/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Auto Physical Damage			012-944-736	02/01/2018	02/01/2019	Each Occurrence \$ 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

CITY, its officers, appointed and elected officials, agents, volunteers, and employees are named as an Additional Insured as respects the ongoing operations of the Named Insured with respects to General and Auto Liability coverage where required by written and signed contract subject to policy terms, conditions, limits and exclusions. Workers' compensation waiver of subrogation applies where required by written contract. The excess liability policy referenced above provides additional limits for the auto liability and general liability policies evidenced. Per the schedule of reported vehicles showing agreed values, the City of Petaluma is named a Loss Payee as pertains to the lease/rental of vehicles to the Named Insured while under its care, custody and control.

## CERTIFICATE HOLDER

## CANCELLATION

City of Petaluma  
 Attn: Transit Division Manager  
 555 N. McDowell Blvd.  
 Petaluma, CA 94954

**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



**ENDORSEMENT #013**

**This endorsement, effective 12:01 AM, 02/01/2018**

**Forms a part of Policy No.: 012944736**

**Issued to: MV TRANSPORTATION, INC.**

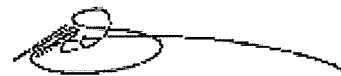
**By: LEXINGTON INSURANCE COMPANY**

**LOSS PAYEES AND MORTGAGEES**

This endorsement modifies insurance provided by the Policy:

It is understood and agreed that Mortgagees and Loss Payees are made a part of the Policy as their interest may appear as indicated per applicable certificates and/or schedules on file with the Company subject to the limitations and exclusions in the Policy.

All other terms and conditions of the Policy remain the same.



Authorized Representative

**City of Petaluma Transit**  
Vehicle Roster 1/1/18

Petaluma Transit & Paratransit Fleet											
*Values to be updated annually or as buses in fleet are replaced.											
FIXED ROUTE FLEET											
VEH #	STATUS	YEAR	Manufacturer	Model	Length	Seats	FUEL	VIN #	Value*	W/C Spots	
37	IN SERVICE	2011	Gillig	Gillig LF	Transit Bus	29'	23	Diesel	15GGE2718B1092152	\$ 95,687	2
38	IN SERVICE	2011	Gillig	Gillig LF	Transit Bus	29'	23	Diesel	15GGE271XB1092153	\$ 95,687	2
39	IN SERVICE	2011	Gillig	Gillig LF	Transit Bus	29'	23	Diesel	15GGE2711B1092154	\$ 95,687	2
40	IN SERVICE	2011	Gillig	Gillig LF	Transit Bus	29'	23	Diesel	15GGE2713B1092155	\$ 95,687	2
33	IN SERVICE	2007	Gillig	Gillig LF	Transit Bus	35'	34	Diesel	15GGB271971077482	\$ 20,000	2
34	IN SERVICE	2007	Gillig	Gillig LF	Transit Bus	35'	34	Diesel	15GGB271071077483	\$ 30,000	2
35	IN SERVICE	2007	Gillig	Gillig LF	Transit Bus	35'	34	Diesel	15GGB271271077484	\$ 30,000	2
36	IN SERVICE	2007	Gillig	Gillig LF	Transit Bus	35'	34	Diesel	15GGB271471077485	\$ 30,000	2
41	IN SERVICE	1999	New Flyer	DLF-40	Transit Bus	40'	38	Diesel	5FYD2LL04WU019306	\$ 14,048	2
42	IN SERVICE	1999	New Flyer	DLF-40	Transit Bus	40'	38	Diesel	5FYD2LL05WU019301	\$ 14,048	2
43	IN SERVICE	1999	New Flyer	DLF-40	Transit Bus	40'	38	Diesel	5FYD2LL03WU019300	\$ 13,434	2
31	IN SERVICE	2016	Gillig	Gillig LF	Transit Bus	35'	34	DEH Hybrid	15GGB3012G1186799	\$ 686,908	2
32	IN SERVICE	2016	Gillig	Gillig LF	Transit Bus	35'	34	DEH Hybrid	15GGB3012G1186800	\$ 686,908	2
44	IN SERVICE	2016	Gillig	Gillig LF	Transit Bus	40'	40	DEH Hybrid	15GGB3012G1186798	\$ 703,907	2
PARATRANSIT											
VEH #	STATUS	YEAR	Manufacturer	Model	Vehicle Type	Length	Seats	FUEL	VIN #	*Value	W/C Spots
Larger-Type II											
11	IN SERVICE	2013	Elkhart Coach	MG102	Cut-a-way	24	12	Gas	1FDDE4FS9DDA50899	\$ 34,726	3
12	IN SERVICE	2010	ElDorado National	Aerotech	Cut-a-way	24	12	Gas	1FDDE4FL4ADA72376	\$ 10,617	3
13	IN SERVICE	2015	Elkhart Coach	MG102	Cut-a-way Ford E450	24		Gas	1FDEE4FL0FDA08466	\$ 45,099	3
18	IN SERVICE	2017	Glaval	Universal	Cut-a-way Ford E450	22	11	Gas	1FDEE4ES2HDC26567	\$ 76,614	3
19	IN SERVICE	2017	Glaval	Universal	Cut-a-way Ford E450	22	11	Gas	1FDEE4ES7HDC24927	\$ 81,314	3
Smaller-Type I											
14	IN SERVICE	2011	ElDorado National	Aerotech	Cut-a-way Ford E450	22	8	Gas	1FDEE3FS3BDA27086	\$ 15,995	3
15	IN SERVICE	2012	Elkhart Coach	MG101	Cut-a-way Ford E350	22	8	Gas	1FDEE3FS3BDA27086	\$ 22,324	3
16	IN SERVICE	2012	Elkhart Coach	MG101	Cut-a-way Ford E350	22	8	Gas	1FDEE3FL0CDA62808	\$ 22,324	3
17	IN SERVICE	2015	Elkhart Coach	MG101	Cut-a-way Ford E350	22	8	Gas	1FDCE3FL0FDA09627	\$ 42,718	3
Shop Truck											
VEH #	STATUS	YEAR	MAKE	MODEL	Length	Seats	FUEL	VIN #	*Value	W/C Spots	
3	shop truck	2002	Champion	Cut-a-way	22	6	Gas	1GBJG31G421166021	\$ 10,000	n/a	

Endorsement Number: 16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s)</b> Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf;

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

POLICY NUMBER: HDO G27874800

Endorsement Number: 29

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED**

Named Insured MV Transportation, Inc.			Endorsement Number 28
Policy Symbol HDO	Policy Number G27874800	Policy Period 02/01/2018 to 02/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMERCIAL GENERAL LIABILITY COVERAGE****Schedule****Organization**

All persons or entities added as additional insureds through an endorsement with the term "Additional Insured."

**Additional Insured Endorsement**

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

POLICY NUMBER: HDO G27874800

2  
Endorsement Number: 27

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<p><b>Name Of Person Or Organization:</b> Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.</p>
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<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**ADDITIONAL INSURED ENDORSEMENT**

Named Insured MV Transportation, Inc.			Endorsement Number 8
Policy Symbol XSA	Policy Number H25155270	Policy Period 02/01/2018 to 02/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS BUSINESS AUTO COVERAGE FORM  
EXCESS TRUCKERS COVERAGE FORM**

1. **WHO IS AN INSURED** (Section II) is amended to include any person(s) or organization(s) for whom you have agreed in a written contract to provide insurance but only for damages:
  - a. Which are covered by this insurance; and
  - b. Which you have agreed to provide in such contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
  - a. The minimum limits of insurance which you agreed to provide, or
  - b. The limits of insurance of this policy

whichever is less.

**NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED**

Named Insured MV Transportation, Inc.			Endorsement Number 10
Policy Symbol XSA	Policy Number H25155270	Policy Period 02/01/2018 TO 02/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**EXCESS BUSINESS AUTO COVERAGE FORM**

**Schedule**

**Organization**

All persons or entities where there is a contractual requirement for a Named Insured's auto policy to respond on either a primary or non-contributory basis, subject to satisfaction of the "retained limit".

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

Named Insured MV Transportation, Inc.			Endorsement Number 9
Policy Symbol XSA	Policy Number H25155270	Policy Period 02/01/2018 to 02/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS BUSINESS AUTO COVERAGE FORM  
EXCESS TRUCKERS COVERAGE FORM**

We waive the right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a "covered auto". The waiver applies only to the person or organization shown in the Schedule.

**SCHEDULE**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

**RECOVERY FROM OTHERS**

Named Insured MV Transportation, Inc.			Endorsement Number 2
Policy Symbol WCU	Policy Number C64626164	Policy Period 02/01/2018 to 02/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**Specific Excess Workers Compensation and Employer's Liability Policy**

Solely with respect to a written contract with the organization named in the Schedule below, the final paragraph of **I. Recovery From Others** in **PART SIX - CONDITIONS** is deleted and replaced with the following:

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss and only for the organization named in the Schedule below.

**SCHEDULE**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of classifications.