

N. Transit Operation and Maintenance Services – Award of Agreement

*Recommendation:*

1. Find the Agreement for Transit Operations and Maintenance Services is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) and 15301 of the CEQA Guidelines; and
2. Authorize the City Manager to execute Agreement No. 2024-28 with RTW Management, Inc. for transit operations and maintenance services for a four-year term for an amount not to exceed \$11,866,219; or
3. Reject all Proposals and direct staff to work with RATP to extend the term as permitted under the current agreement and return with an amendment.



# *Camarillo City Council*

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## **AGENDA REPORT**

Date: May 22, 2024

To: Honorable Mayor and City Councilmembers

From: Greg Ramirez, City Manager

Submitted by: Dave Klotzle, Public Works Director

Subject: Transit Operation and Maintenance Services – Award of Agreement

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### **BACKGROUND**

On May 6, 2024, a recommendation to award RTW Management, Inc. (RTW) a four-year Transit Operations and Maintenance Services Agreement was considered by City Council. City Council discussed the recommended action and requested additional information be brought back to City Council including the differences between RTW and Ventura Transit Systems (VTS) as well as considering VTS as an operator for Camarillo Area Transit (CAT) services. CAT operation and maintenance services are currently provided by RATP Dev USA LLC (RATP) under an agreement which expires June 30, 2024.

### **DISCUSSION**

On January 4, 2024, staff advertised a Request For Proposals (RFP) to provide CAT operations and maintenance services. At the end of February 2024, proposals were submitted by RTW and VTS. The following summary of transit service experience for RTW and VTS includes descriptions of services provided by each firm as submitted in their proposals, as well as additional services identified through subsequent City staff inquiries. Staff presented the information below to the Transportation and Infrastructure Committee on May 14, 2024, which advised presenting the information to City Council for consideration on May 22, 2024.

#### RTW

RTW's proposal listed three transit service contracts as examples intended to detail their experience they consider similar to CAT. RTW currently operates the City of Radford Virginia's transit program. The service consists of deviated fixed routes that service the

City of Radford and Radford University. For some general background, the deviated route system enables passengers to request a deviation of the route as long as it is within three-quarter miles of the respective bus route and is requested before the end of the previous day. The service is federally funded and provides approximately 181,000 trips per year. The second service provided as an example is the City of Casa Grande, Arizona. This is a new on-demand service established in 2023, and RTW was the selected contractor to implement the service. The service is federally funded and the projected first year of service is 40,000 trips provided with four vehicles. RTW's third example is the Maryland Veterans Affairs Medical Center (VAMC). This service is not specifically a public transit service as it is limited to VAMC employees, visitors, and veterans, however, the VAMC is federally funded and operates statewide, providing fixed route and paratransit services, with approximately 77,200 trips provided per year.

Additional service experience from RTW includes, but is not limited to, the City of Scottsdale Arizona's trolley bus service, which operates five routes and provides 1.2 million trips per year. In Hinesville, Georgia, RTW operates a fixed route, demand response and paratransit service, utilizing seven vehicles, providing approximately 25,000 trips per year. RTW also operates a fixed route service for Morgan State University (Bear Transit), with three fixed routes operated with six buses, providing approximately 260,000 trips per year.

## VTS

VTS's proposal listed three transit services as examples intended to detail their experience they consider similar to CAT. For the City of Calabasas, VTS provides fixed route service (including a fixed route, and 4 peak-hour routes), seasonal weekend trolley service and summer beach bus programs; with VTS operating and maintaining 9 vehicles. The service provides an average annual ridership of 23,000 passengers. The second VTS service example is the City of Malibu's senior and individuals with a disability dial-a-ride program. Staff from Malibu reported that the service averages 55 trips per month, using one vehicle. The third example provided by VTS is their contract with Tri-Counties Regional Center (TRC), providing paratransit services to approximately 500 TRC clients on a daily basis with trips scheduled through R&D Transportation. They operate 33 routes along with one-time trips using 40 vehicles owned by VTS.

Additional service experience from VTS includes, but is not limited to, the recent Ventura County Transportation Commission's Access for All services, which provides countywide on-demand transportation services using wheelchair accessible vehicles and is available 24 hours a day, 7 days a week anywhere within Ventura County. According to VCTC staff the service is state funded with VTS providing approximately 50 trips a month. VTS also serves the CenCal Health Center, providing demand response service for Medi-Cal patients throughout Santa Barbara and San Luis Obispo Counties (covering approximately 40 cities). The program is state funded and serves approximately 10,000 passengers per month per staff at CenCal. VTS also provides medical transportation services for Gold Coast Health Plan in Ventura County. Both CenCal and Gold Coast Health Plan's transportation programs are Medi-Cal funded transportation services. For

the City of Agoura Hills, VTS operates a shuttle bus during special events, which averages approximately four to five scheduled events per month. Agoura Hills also offers a ridesharing app, AH GO, a general public dial-a-ride service, which is provided by Spare, who subcontracts for the transit operators, with VTS being one of the subcontractors. AH-GO serves Agoura Hills and trips to/from surrounding areas.

City Council requested additional detail concerning the scoring criteria utilized by the five-person proposal review and selection panel to evaluate each proposal. Table 1 below provides the average of the five panelists' scores for each criteria used in evaluating the submitted proposals.

Table 1: Proposal Evaluation

Possible Points	Criteria	RTW Avg. Score	VTS Avg. Score
30	Operating methodology – effective use of personnel to ensure quality service including facility plan, implementation plan & timeline, staffing plan, performance plan	27.2	21.2
25	Cost effectiveness of proposal: cost in relation to quality and level of service	20.8	21.2
15	Understanding FTA/ADA requirements	13.2	8.4
15	Qualification & experience of team	13.4	11.2
15	Data collection, record-keeping & reporting capabilities, efficiency & timeliness	13.4	7.8
10	Bonus points if proposer declares to retain prior contractor employees for no less than 90 days.	10	10
Total (out of 100)		97.2*	79.8*

\*Note that further review of original scoring sheets identified miscalculations of the total scores listed in the May 6, 2024, City Council Report. RTW's score of 99 is corrected to 97.2 and VTS's of 85 is corrected to 79.8.

RTW scored 97.2/100 on the proposal evaluation. RTW provided all the prerequisites under operating methodology criteria in great detail as well as discussed FTA requirements such as required signage, conducting regular audits, reports meeting FTA requirements, and noted they perform self-imposed audits to ensure FTA compliance. RTW also provided details on all software programs used and capabilities which would increase efficiency and give reliable and accurate data needed for reporting. The service RTW is proposing to offer not only meets but exceeds the RFP requirements which is in line with the superior service Camarillo aspires to provide.

VTS scored 79.8/100 on the proposal evaluation. VTS did not include an implementation timeline, implementation plan or performance plan under the operating methodology criteria. The VTS proposal did not demonstrate their experience with FTA regulated contracts. While VTS demonstrated to meet the RFP's requirements with preventative maintenance and data collection by listing the requirements (such as frequency of oil changes); the proposal did not include as much supporting details on software capabilities

or assurance of accurate data collection techniques as was demonstrated by RTW's proposal.

On March 6, 2024, the five-person panel convened to separately interview RTW and VTS including presentations from each firm. Table 2 below provides the average of the five panelists' scores for each criteria used in evaluating the interview and presentation of each proposer.

Table 2: Presentation/Interview Evaluation

Possible Points	Criteria	RTW Avg. Score	VTS Avg. Score
20	Employee Training	18.2	16.8
25	Understanding of FTA/ADA requirements	22.4	17.2
25	Ability to Perform Required Work	20.6	20.2
10	Internal Operating Policies	8.2	6.8
15	Data Collection	13.6	9.6
5	Overall Quality	4.4	3.6
Total (out of 100)		87.4*	74.2*

\*Note that further review of original scoring sheets identified miscalculations of total scores listed in the May 6, 2024, City Council Report. RTW's score of 90 is corrected to 87.4 and VTS's average score of 78 is corrected to 74.2.

RTW's score on the presentation was 87.4/100. RTW scored higher because of the capabilities demonstrated in the presentation to provide superior data collection techniques and practices in place as well as demonstrated FTA knowledge. RTW's service would also be devoted and focused on CAT services only as it would not be sharing facilities for any other services. Overall RTW presentation was well thought out and organized, touching on all evaluation criteria.

VTS's score on the presentation was 74.2/100. VTS demonstrated extensive, in-house training but did not exhibit experience and understanding of FTA requirements, or the intent to have dedicated staff for CAT services. Overall VTS's presentation met the standard requirements but did not show the capabilities of delivering superior service to Camarillo.

Table 3 below provides the combined average of the Proposal and Interview scores for both RTW and VTS.

Table 3: Combined Evaluation Scores

	<b>RTW</b> Combined Avg. Score	<b>VTS</b> Combined Avg. Score
Proposal	97.2	79.8
Interview	87.4	74.2
Combined Average	92.3	77.0

Proposal and interview evaluation criteria and scoring methodology were included in the RFP document to help potential proposers develop and focus their proposals and presentations. While the scores are not necessarily a reflection of all of the capabilities of any proposer, they are impacted by how the information is conveyed to the review panel and how the panelists understand the capabilities of each respective proposal and interview presentation.

Based on: 1) the proposal, interview and presentation evaluation results; 2) review of additional references; and 3) ensuring consistency with FTA funding and reporting requirements, staff continues to recommend awarding a four-year CAT services agreement to RTW. The cost of the agreement with RTW is summarized in the May 6, 2024 agenda report (Attachment 1).

Alternatively, City Council has the option to reject both proposals and direct staff to return with an amendment to extend RATP's agreement for a term and cost to be presented with the amendment.

## **FISCAL IMPACT**

Funds for CAT service is included in the Proposed Budget for FY 2024/25 in the Transit Fund. The total Year 1 cost of CAT service is estimated to be \$2,875,186.

## **CEQA DETERMINATIONS**

Staff has determined, in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines that the Transit Operations and Maintenance Services Agreement is not subject to CEQA review because it can be seen with certainty that there is no possibility that the Agreement may have a significant effect

on the environment. The activity is a continuation of services and is designed to reduce the amount of single-occupancy vehicle trips that the public may otherwise take. Additionally, CEQA Guideline 15301 Existing Facilities exempts from CEQA review projects that involve operation of existing facilities or structures, or mechanical equipment which the public transit vehicles could be considered.

### **RECOMMENDATION**

1. Find the Agreement for Transit Operations and Maintenance Services is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) and 15301 of the CEQA Guidelines; and
2. Authorize the City Manager to execute Agreement No. 2024-28 with RTW Management, Inc. for transit operations and maintenance services for a four-year term for an amount not to exceed \$11,866,219; or
3. Reject all Proposals and direct staff to work with RATP to extend the term as permitted under the current agreement and return with an amendment.

### **ATTACHMENTS**

1. May 6, 2024 Agenda Report
2. Agreement No. 2024-28

### **REFERENCE MATERIALS – AVAILABLE FOR REVIEW AT CITY HALL**

None



# *Camarillo City Council*

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## **AGENDA REPORT**

Date: May 6, 2024

To: Honorable Mayor and City Councilmembers

From: Greg Ramirez, City Manager

Submitted by: Dave Klotzle, Public Works Director

Subject: Transit Operation and Maintenance Services – Award of Agreement

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### **BACKGROUND**

The City of Camarillo offers public transportation through Camarillo Area Transit (CAT) services. Camarillo residents have three public transit bus services options including a Fixed Route, Trolley, and Dial-A-Ride service. On March 11, 2020, City Council approved an Agreement with RATP Dev USA, LLC (RATP) for the operation and maintenance of CAT services effective April 1, 2020. The Agreement included an initial three-year term with the option for City Council to approve single or multiple year extensions not to exceed a total agreement term of ten years. The Agreement included a fixed payment rate per revenue hour of service provided for each year of the initial three-year term as well as for each year of the possible seven additional years.

After execution of the original Agreement, the Covid-19 pandemic caused significant disruption to transit services and City Council approved three amendments as a result of revenue losses due to reduced CAT ridership during the pandemic. The amendments were approved by City Council on May 27, 2020, August 26, 2020, and January 27, 2021, and enabled RATP to submit monthly reports of eligible expenses for reimbursement of costs above the monthly billable revenue that RATP could bill based on actual revenue hours.

On July 14, 2021, City Council approved a fourth Agreement Amendment 2020-31D extending the provisions of the third amendment through March 31, 2023, and modifying the payment structure based on the actual month-to-month demand of vehicle revenue hours (establishing a tiered rate structure), effective April 1, 2021, through March 31, 2023.

On March 8, 2023, City Council approved a fifth Agreement Amendment 2020-31E extending the agreement through June 30, 2024, and increasing the tiered rates by an average of 8.3%, which included a retroactive implementation of January 1, 2023. This was the first of the optional seven additional year extensions permitted, extending the term for approximately 15 months to align the Agreement with the City's fiscal year.



In mid-2023, staff began discussing the development of an alternative cost structure with RATP that would provide more fiscal security to both parties, such as the possibility of establishing “pass-thru” costs for vehicle maintenance parts to reduce RATP’s uncertainty of maintenance costs of the City’s older transit vehicles and pricing that would help to cover more of RATP’s “fixed” costs that occur regardless of the number of revenue hours of service provided.

On December 8, 2023, RATP submitted a proposal for the second one-year extension option including, per City staff request, three different scenarios for proposed rate structures: a dual rate (fixed and variable); single-revenue hour rate; and tiered revenue hour rate (similar to the tiered structure provided by RATP as part of Amendment No. 4). Staff determined that the dual rate structure is most appropriate and consists of fixed costs (facility costs, vehicle maintenance, supervision, overhead, etc.) and variable costs (rate per vehicle revenue hour of service provided – mainly driver wages, benefits, etc.) with the cost of fuel and maintenance parts passed through directly to the City. Based on an anticipated 21,000 hours of service annually, RATP’s proposed fixed and variable rate structure equated to roughly \$133 per vehicle revenue hour (VRH), an overall 8% increase compared to the current cost.

RATP’s proposed pricing is higher when compared to what neighboring agencies pay which ranges between \$89 and \$108 per VRH, however it should be noted that no two transit agencies have the same rate structure and transit services, therefore it is difficult to establish an apples-to-apples comparison. However, because of the higher cost of CAT services than neighboring transit agencies, staff determined that a competitive request for proposals (RFP) was appropriate to determine the current market cost of providing CAT services

## **DISCUSSION**

On January 4, 2024, an RFP for CAT operations and maintenance services was released and posted on the PlanetBids website and advertised in the Ventura County Star newspaper with proposals due February 27, 2024. The RFP requested pricing based on the fixed and variable cost structure previously described. City staff also held a mandatory pre-proposal meeting via Zoom on January 18, 2024. On January 31, 2024, RATP submitted a notice declining to submit a proposal and indicating they would continue to provide CAT services upon City approval of their proposed extension pricing. Staff confirmed that RATP would not be excluding itself from being considered for a contract extension by not submitting a proposal. RATP’s current agreement does not expire until June 30, 2024, and the City has the option to notify RATP that it intends to renew the agreement prior to 30 days before the expiration date.

On February 27, 2024, proposals were received from three companies: Blue Diamond Performance Inc., (Blue Diamond), RTW Management, Inc. (RTW) and Ventura Transit Services (VTS). Blue Diamond did not attend the mandatory pre-proposal meeting and consequently was not eligible to be considered. Additionally, Blue Diamond’s proposal did not include any of the City’s required forms or contain any information other than a resume of the company CEO.

A panel of three City staff and two staff from other transit agencies (Thousand Oaks and the Ventura County Transportation Commission) reviewed and scored the proposals

received from RTW and VTS based on the principal requirements of the RFP. A comparison of the proposals is summarized in the attached Table 1 (Attachment 1). While both proposals demonstrated that management staff from each firm has an accurate understanding of what is required by the City, and how the firms' resources will be utilized to provide the required services, the following primary differences have been identified:

1. Federal funding requirements

RTW has knowledge of, and experience with, the requirements of operating federally funded transit services, while VTS did not demonstrate such specific experience but explained their ability to perform as required.

2. Relevant experience

RTW has more direct experience than VTS providing traditional demand response dial-a-ride services similar to those provided by CAT.

3. Cost of service

The attached Table 2 (Attachment 2) summarizes a comparison of the contract service rates proposed by each company for the initial four-year contract term. The total four-year contract cost based on the service rate proposed by VTS is \$8,928,436.78, 10% lower than the cost of \$9,930,218.75 based on the rate proposed by RTW. These costs are based on the City's estimated annual vehicle revenue hours noted in Table 2 and do not include fuel and repair part costs which are independent of which company provides the services.

After reviewing the proposals, the same panel of staff interviewed and scored both firms based on their demonstrated experience and ability to provide the required services. RTW received an average interview score of 90 out of 100, and VTS received an average interview score of 78. The primary factor for VTS's lower score is the lack of experience with federally funded transit service requirements and lack of ability to demonstrate data collection technologies.

The vehicle revenue hour rates proposed for the first year of the contract by RTW and VTS are \$44.79 and \$40.00 respectively. The estimated annual cost, not including fuel and repair part costs, for the first year of the contract based on the rates proposed by RTW and VTS are \$2,406,186 and \$2,058,000 respectively, assuming 21,000 revenue hours. If RATP's current contract were to be extended effective July 1, 2024, the estimated annual cost for these services with their December 8 proposed rate of \$62.19 would be \$2,800,125 (assuming the fixed and variable rate model).

The City receives approximately \$1,700,000 annually in Federal Transportation Administration funding for a major portion of the cost of CAT services. The remaining cost after the revenue from fares and other contributions is deducted, including any increase due to the proposed rates, is funded by Transportation Development Act funds.

As stated in the RFP, the City reserves the right to award a contract to a proposing company based on any and all factors of value, whether quantitatively identifiable or not; including, but not limited to, the anticipated initiative and ability of the company to perform the required services set forth in the RFP. The City is not obligated to accept the lowest cost proposal and may award a contract in the best interests of the City after all factors

have been evaluated. As previously mentioned, the City also has the option of not awarding to either proposer and instead extend RATP's existing agreement. Based on the review and recommendations of the evaluation panel, staff concludes it is in the best interests of the City to award a four-year agreement with 3 optional one-year extensions to RTW for CAT operations and maintenance services.

The estimated first year operating and maintenance cost of the proposed new agreement with RTW is \$2,406,186 not including fuel and repair parts costs. This is approximately \$393,939 less than the \$2,800,125 estimated cost under the fixed/variable ratio scenario of extending the current RATP agreement for another year.

The total estimated cost for the initial four years of the proposed new agreement with RTW including operations, maintenance, repair parts, and fuel is \$11,866,219 as shown in the table below.

Year	Rate per Vehicle Revenue Hour	Operations & Maintenance	Fuel Costs	Repair Parts Cost	Total Estimated Annual Cost
1	\$44.79	\$2,406,186	\$324,000	\$145,000	\$2,875,186
2	\$44.79	\$2,408,616	\$329,000	\$150,000	\$2,887,616
3	\$45.48	\$2,445,236	\$334,000	\$155,000	\$2,934,236
4	\$50.17	\$2,670,181	\$339,000	\$160,000	\$3,169,181
					<b>\$11,866,219</b>

## FISCAL IMPACT

Funds for CAT service is included in the Proposed Budget for FY 2024/25 in the Transit Fund. The total Year 1 cost of CAT service is estimated to be \$2,875,186.

## CEQA DETERMINATIONS

Staff has determined, in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines that the Transit Operations and Maintenance Services Agreement is not subject to CEQA review because it can be seen with certainty that there is no possibility that the Agreement may have a significant effect on the environment. The activity is a continuation of services and is designed to reduce the amount of single-occupancy vehicle trips that the public may otherwise take. Additionally, CEQA Guideline 15301 Existing Facilities exempts from CEQA review projects that involve operation of existing facilities or structures, or mechanical equipment which the public transit vehicles could be considered.

## **RECOMMENDATION**

1. Find the Agreement for Transit Operations and Maintenance Services is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) and 15301 of the CEQA Guidelines; and
2. Authorize the City Manager to execute Agreement No. 2024-28 with RTW Management, Inc. for transit operations and maintenance services for a four-year term for an amount not to exceed \$11,866,219.

## **ATTACHMENTS**

1. Table 1 - Proposal Comparison Information
2. Table 2 - Proposal Cost Comparison
3. Agreement No. 2024-28

## **REFERENCE MATERIALS – AVAILABLE FOR REVIEW AT CITY HALL**

None

Table 1  
PROPOSAL COMPARISON

Proposal Item	Ventura Transit Services	RTW Management
1. Contents	Complete with all required appendices.	Complete with all required appendices.
2. Business location and vehicle storage location	Camarillo, CA	Thousand Oaks, CA
3. Experience	20 years providing fixed route, and paratransit (senior/ADA) services most recently in Malibu and various cities in San Luis Obispo County.	25 years providing dial-a-ride, fixed route, and ADA services.
4. Average Proposal Score	85 out of 100	99 out of 100
5. Subcontractors	None listed.	None listed
6. Transit Data Reporting	Knowledge of federal requirements but little experience.	Experienced in providing federal transit report data.
7. Driver Training	Pre-employment screening; DMV and CVC requirements; safety programs; retraining programs; company-furnished Drive Cams.	Pre-employment screening; DMV and CVC requirements; safety programs; retraining programs; company will furnish high tech drive cams and performance tracker software.
8. Dispatcher Training	Initial and routine refresher training; company will use City software for DAR services.	Initial and routine refresher training; company will use City dispatch software for DAR services.
9. Vehicle Maintenance	Certified mechanics; meet California requirements; company to furnish computer software.	Certified mechanics; meet California requirements; company to furnish intuitive software. (fleet tracking, vehicle diagnostics, predictive maintenance features etc...)

Table 1 (Continued)

Proposal Item	Ventura Transit System	RTW Management
10. Vehicle Cleaning Interior Exterior Wash	Daily Weekly	Daily Three times a week
11. Four-Year Total Cost not including fuel	\$8,928,437	\$9,930,219 (10% higher)
12. Average Interview Score	78 out of 100	90 out of 100
13. Proof of Liability Insurance	Certificate provided	Provided incomplete certificate.
14. Multi-lingual Staff	Greater than 50% English/Spanish.	Greater than 50% English/Spanish.

Table 2  
PROPOSAL COST COMPARISON

		RTW Management			Ventura Transit System (VTS)			Cost Difference
Initial 4-Year Term	City Estimated Annual Revenue Hours	Proposed Variable Revenue Hourly Rate	Estimated Annual Fixed Cost	Estimated Annual Cost	Proposed Variable Revenue Hourly Rate	Estimated Annual Fixed Costs	Estimated Annual Cost	
1	21,000	\$44.79	\$1,465,596	\$2,406,186	\$40.00	\$1,218,000	\$2,058,000	\$348,186
2	21,215	\$44.79	\$1,458,396	\$2,408,616	\$42.00	\$1,278,900	\$2,169,930	\$238,686
3	21,430	\$45.48	\$1,470,600	\$2,445,236	\$44.10	\$1,342,845	\$2,287,908	\$157,328
4	21,650	\$50.17	\$1,584,000	\$2,670,181	\$46.31	\$1,409,987	\$2,412,599	\$257,582
<b>Total</b>				<b>\$9,930,219</b>			<b>\$8,928,437</b>	<b>\$1,001,782</b>

**AGREEMENT FOR TRANSIT OPERATIONS  
AND MAINTENANCE SERVICES  
BETWEEN  
THE CITY OF CAMARILLO  
AND  
RTW MANAGEMENT, INC**

This AGREEMENT ("Agreement"), is entered into this 6<sup>th</sup> day of May, 2024, by and between the CITY OF CAMARILLO, a general law city and municipal corporation ("CITY"), and RTW Management, Inc ("CONTRACTOR"), a Utah S-Corporation, collectively "the Parties".

1. **RECITALS.** This Agreement is made with reference to the following facts and objectives:
  - A. CITY owns bus transit vehicles ("Vehicles") used for providing transit services to community residents including, without limitation, Fixed-Route Service and Dial-A-Ride Service.
  - B. CONTRACTOR will undertake all necessary steps, including but not limited to establishing a base of operations, hiring and training personnel, assuming responsibility for Vehicles from CITY, and receiving scheduled dial-a-ride trips, to begin providing transit operations and maintenance services by July 1, 2024.
  - C. CITY is prepared to furnish its Vehicles to CONTRACTOR, which will provide the necessary transit operations and maintenance services under this Agreement beginning July 1, 2024.
  - D. CITY determined that CONTRACTOR is qualified to satisfactorily fulfill the terms and conditions of this Agreement.
2. **CONSIDERATION.**
  - A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below.
  - B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement.
  - C. As additional consideration, CITY will pay CONTRACTOR as set forth below.
3. **SCOPE OF SERVICES.** CONTRACTOR, through and by the terms of its Agreement with any subcontractor, will provide those services listed in the SCOPE OF SERVICES attached as Exhibit A, which is incorporated herein. CONTRACTOR will cause to be furnished, in a professional manner, the labor, personnel, supplies, parts, equipment, transportation, office space and facilities, and all other requirements, except as expressly specified to be furnished by CITY, necessary or proper to perform and complete the work required of CONTRACTOR by this Agreement.



4. **PAYMENT.**

A. CITY will compensate CONTRACTOR through a monthly fixed cost and rate per vehicle revenue hour (VRH), defined as follows for each of the following services:

- i. Fixed Route Service: The time begins when a vehicle is in route service and ends when out of route service as identified in CAT Fixed Route Schedules. This time does not include vehicle check-in/check-out time; time needed for fueling the vehicles, time when vehicle is inoperable on the road, schedule gaps of more than 30 minutes, or deadhead time when traveling from the transit facility to begin revenue service or to the transit facility when ending revenue service. Full compensation shall cover furnishing all administration, management, facilities, services, maintenance labor, materials, tools, equipment and incidentals as required by the Contract. Contractor must provide breakdown of what is included in each cost (Fixed monthly rate and vehicle revenue hour). No compensation will be paid for deadhead time.
- ii. Dial-A-Ride Service: The time begins when the first revenue passenger is picked up and ends when the last passenger is dropped off. Vehicle revenue hours do not include vehicle check-in/check-out time, time taken to fuel vehicles, time when vehicle is inoperable on the road or deadhead time when traveling from the transit facility to begin revenue service or to the transit facility when ending revenue service. Full compensation shall cover furnishing all administration, management, facilities, services, maintenance labor, materials, tools, equipment and incidentals as required by the Contract. Contractor must provide breakdown of what is included in each cost (Fixed monthly rate and vehicle revenue hour). No compensation will be paid for deadhead time. Billable time begins at the first pick-up even if that pick-up is a No Show.
- iii. Regional ADA and Senior Dial-A-Ride Service: During trips where the origin is outside of the City Limits and the destination is inside the City Limits the revenue hour begins when the vehicle exits the City Limits and ends when the passenger is dropped off. During trips where the origin is inside the City Limits and the destination is outside of the City Limits the revenue hour begins when the passenger is picked up and ends when the vehicle returns to the City Limits. During trips where the origin and destination are outside of the City Limits the revenue hour begins when the vehicle leaves the City Limits and ends when the vehicle returns to the City Limits. If the trip is a No-Show, billable revenue hours shall be the time spent outside of City Limits. Vehicle revenue hours do not include vehicle check-in/check-out time, time taken to fuel vehicles, time when vehicle is inoperable on the road. Full compensation shall cover furnishing all administration, management, facilities, services, maintenance labor, materials, tools, equipment and incidentals as required by the Contract. Contractor must provide breakdown of what is included in each cost (Fixed monthly rate and vehicle revenue hour).

B. CITY will pay CONTRACTOR the following dollar sums per monthly fixed and

vehicle revenue rate for all times during which Fixed-Route Service and Dial-A-Ride Service is provided:

Initial 4 Years	Monthly Fixed Rate	Vehicle Revenue Rate
Year 1	\$122,133	\$44.79
Year 2	\$121,533	\$44.79
Year 3	\$122,550	\$45.48
Year 4	\$132,000	\$50.17

- C. Pricing currently assumes the ongoing operation and maintenance of 18 vehicles per Appendix F attached hereto and incorporated by this reference. Should CITY and CONTRACTOR mutually agree the total number of vehicles can be permanently reduced, the reduced vehicle revenue hour rate will be \$1.60 per vehicle revenue hour.
- D. CITY will pay CONTRACTOR for fuel with no markup and repair parts costs as related to CITY-owned buses used to provide Fixed-Route and Dial-A-Ride Services.
- F. Rates specified herein this Agreement are contingent on award of contract to CONTRACTOR by CITY and continuation of such contract with CONTRACTOR through initial term of this Agreement and each extension year. In the event that circumstances arise beyond the Contractor's control that significantly affect the cost of operation, CITY will discuss, without obligation, the possibility of adjusting the rate(s) pertinent to the changed circumstances, without any commitment on the part of CITY to make any such adjustment. CITY's decision on any adjustment of rates is final and binding on CONTRACTOR. Requests for rate adjustment(s) must be made in writing no less than ninety days from the effective date of the requested adjustment(s). Such changes included but not limited to: changes in laws, rules, regulations, etc.
- G. CONTRACTOR must provide monthly detailed invoices, with transit data, for services rendered to CITY. No advance payments will be permitted.
- H. Absent disputes or questions concerning items contained on such invoices, CITY will pay to CONTRACTOR the sum set forth on such invoices within thirty (30) consecutive calendar days following receipt by CITY of such invoices. Any disputed amount will be withheld by CITY until resolved and the undisputed amount will be paid within the designated thirty (30) days.
- I. In the event of a disputed invoice, the Parties shall meet as soon as possible to

resolve the dispute(s). Following resolution of the dispute, the resolved invoice shall be paid within thirty days of receipt of the resolved portion(s) by CITY.

J. Compensation shall not exceed \$11,866,219.00 for the term of this Agreement.

5. **TERM AND TERM EXTENSION PAYMENT.** Unless otherwise determined by written amendment, this Agreement will terminate in the following instances:

A. This Agreement will be for a four-year period. Upon City Council approval, CITY retains the option to extend the Agreement annually for up to three (3) one-year periods at a mutually agreed upon fixed and vehicle revenue rate. CITY's decision to exercise its option will be based, in part, upon CONTRACTOR's performance being satisfactory to CITY. If the CITY elects to extend the Agreement, then written notice shall be provided by the CITY to CONTRACTOR at least 30 calendar days before the expiration of the then existing term of the Agreement advising of the election by the CITY to extend the Agreement, which extension is subject to the written consent of CONTRACTOR. Any extension will be documented in an amendment to the Agreement signed by the Parties.

B. Termination as stated in Section 13.

6. **TAXES AND OTHER CHARGES.** The CONTRACTOR shall pay all taxes whatever character that may be levied or charged upon its equipment, facilities improvements, fixtures, or upon its operation hereunder. CONTRACTOR shall also pay all licenses or permit fees necessary or required by law or CITY for the conduct of its operation hereunder.

It is expressly understood and acknowledged by the parties hereto that any amounts payable hereunder shall be paid in gross amounts, without reduction for any other governmental taxes or charges. CONTRACTOR is responsible for assuming and remitting any applicable federal or state withholding taxes, estimated tax payments, social security payments, unemployment compensation payments, or any other fees, taxes or expenses whatsoever.

7. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 3-2024), as issued by the Internal Revenue Service.

**CONFLICT OF INTEREST.** CONTRACTOR promises that it presently has no interest which would conflict in any manner or degree with the performance of services hereunder. CONTRACTOR further promises that in performance of this Agreement, no person having such interest shall be employed. CONTRACTOR may contract with other entities, but none whose activities within the service territory of CITY or whose business, regardless of location, would place CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. CONTRACTOR shall not employ any CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq. CONTRACTOR understands that, if this Agreement is made in violation of Government Code § 1090 et seq., the entire Agreement is void and CONTRACTOR will

not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse CITY for any sums paid to the CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

8. **Operating During a Declared Emergency.** Upon declaration of any emergency CITY may be requested to assist with a number of transportation-related activities, including the development of emergency travel routes, and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the CONTRACTOR shall deploy vehicles in a manner described by the CITY. CITY shall be obligated to compensate the CONTRACTOR for Service, which exceeds the normal expense of operating the service during such period of declared emergency.
9. **MEETINGS AND TRAINING SESSIONS.** The CONTRACTOR shall be required to attend monthly meetings and/or training sessions as required by FTA or CDOT. The CONTRACTOR may be excused from virtual attendance only by prior written consent from CITY.
10. **PERMITS AND LICENSES.**
  - A. CONTRACTOR must obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
  - B. CONTRACTOR represents and warrants to CITY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. CONTRACTOR represents and warrants to CITY that CONTRACTOR and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to perform the services required pursuant to this Agreement.
  - C. CONTRACTOR must comply with all local, state, and federal safety regulations applicable to services being provided under this agreement.
11. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by CONTRACTOR under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONTRACTOR or subcontractor's performance. A waiver by any party of any breach of any term, covenants or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
12. **VEHICLES.**
  - A. Upon commencement of this Agreement, CITY will deliver its Vehicles to CONTRACTOR in good condition and good running order. CONTRACTOR will return the Vehicles to CITY within five (5) days after this Agreement terminates.

The Vehicles must be in a condition substantially the same as when delivered to CONTRACTOR or its subcontractor, reasonable wear and tear excepted, and be in good running order.

- B. CONTRACTOR will compensate CITY for any damage to the Vehicles, including, without limitation, accidents, abuse, and vandalism. Should the Vehicles be damaged by a traffic collision, vandalism, or other, similar, type of cause, CONTRACTOR will obtain a police report regarding the incident.
- C. CITY will inspect the Vehicles at CONTRACTOR's garage approximately once every three (3) months. CITY will certify to CONTRACTOR on such occasions whether CITY is satisfied with the condition of the Vehicles. Unless otherwise provided by written agreement, CONTRACTOR will repair, or cause to be repaired, any damage or other condition requiring repairs under this Agreement.

### 13. **TERMINATION.**

- A. Termination for Cause. CITY may at any time prior to completion of the work, terminate the Agreement with the CONTRACTOR for cause, upon (30) days written notice to the CONTRACTOR prior to the effective date of such termination. For cause termination includes but is not limited to: (1) default by the CONTRACTOR, (2) CONTRACTOR'S bankruptcy, insolvency, or assignment for the benefit of creditors. Upon such notice, CONTRACTOR shall have ten (10) business days in which to cure the default alleged in the notice.

Upon receiving notice of Agreement termination, the CONTRACTOR will begin transition of service and equipment back to CITY and CITY's designated replacement CONTRACTOR in an amount of time to be determined by CITY.

If CITY determines that the CONTRACTOR has not materially complied with the terms of the contract, CITY shall notify the CONTRACTOR of such noncompliance and reserves the right to terminate this Agreement. Reasons for such termination may include but shall not be limited to: failure to provide service within agreed performance standards as evidenced by CITY inspection, through surveys, or by communications from users of a service. Termination shall be effected by giving a notice of termination to the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default.

In the event of termination for default of CONTRACTOR, the CONTRACTOR shall only be paid the contract price for services performed until the point termination is effective.

The CONTRACTOR shall promptly submit its termination claim for payment to the CITY. If the CONTRACTOR has any property in its possession belonging to CITY, the CONTRACTOR shall account for the same, and return it in the manner CITY directs.

- B. Termination for Convenience. CITY, by written notice, may terminate this contract, in whole or in part, for convenience when it is in CITY's interest on sixty days (60) days' written notice to CONTRACTOR. If this contract is terminated, CITY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Similarly, CITY retains the right to terminate the work of a subcontractor for convenience, or any cause, including but not limited to default by the subcontractor upon written notice to the CONTRACTOR at least thirty (30) days prior to the effective date of such termination. Good faith efforts will be made by both CITY and the CONTRACTOR to correct identified problems and issues prior to contract termination. Under no circumstances may CONTRACTOR have the right to terminate this Agreement for convenience.

- C. CONTRACTOR may terminate this Agreement at any time upon 180 days prior written notice of termination to CITY.
- D. CONTRACTOR acknowledges CITY's rights to terminate this Agreement as provided in this section and hereby waives any and all claims for damages that might otherwise arise from CITY's termination of this Agreement.

14. **PUBLICATION OF DOCUMENTS.** Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement will be released by CONTRACTOR to any other person or agency without CITY's prior written approval. All press releases related to this Agreement, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the Parties. After project completion, CONTRACTOR may list the project and the general details in its promotional materials.

15. **INDEMNIFICATION.**

- A. CONTRACTOR agrees to indemnify and hold CITY harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise. CONTRACTOR agrees and understands Section 15 A includes any suit, claim, action, damages, costs (including, without limitation, reasonable attorney's fees), injuries, or liability related to Labor Code section 1072. CONTRACTOR shall not be held liable for judgments related to CITY's sole negligence or malfeasance arising from this Agreement.
- B. For purposes of this section, "CITY" includes CITY's officers, officials and employees.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 16, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, to the provisions concerning indemnification.



16. **INSURANCE**

Contractor agrees to have and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit B ("Insurance"), which is made part of this Agreement.

17. **FEDERAL REQUIREMENTS.**

- A. *Federal Changes.* The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between Ventura County Transportation Commission (VCTC), the CITY, and the FTA, as they may be amended or promulgated from time to time during the term of this contract.
- B. Failure by the Contractor to so comply shall constitute a material breach of this contract. In the event any such changes significantly affect the cost or the schedule to perform the work, the Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this contract. If there is any conflict between the FTA terms and conditions and any other terms and conditions of this Agreement, the FTA terms and conditions shall take precedence.
- C. *No Government Obligation.* CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to CITY, the CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. CONTRACTOR agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.
- D. *False or Fraudulent Statements or Claims.* The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. And U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of this 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, pertaining to this Contract or the FTA assisted project for which this Contract 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 on the Contractor to the extent the Federal Government deems appropriate.

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 FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 Government deems appropriate. The Contractor agrees to include the above two

clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provision to this Contract. Upon execution of this 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, pertaining to this Contract or the FTA assisted project for which this Contract 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 on the Contractor to the extent the Federal Government deems appropriate.

- E. *Access to Records.* The CONTRACTOR shall permit the CITY, the Secretary, and Comptroller General of the United States or any of their duly authorized representatives' access to all CONTRACTOR records as they request for audits and inspections related to any Contract not awarded on the basis of competitive bidding for a capital or improvement project, as needed for compliance with 49 U.S.C. 53259(a). The CONTRACTOR shall permit said persons to inspect all work materials, payrolls, and other data with regard to the project, and to audit the books, records, and accounts pertaining to such Contracts with regard to the project. The CONTRACTOR shall provide sufficient access to contract records as needed for compliance with federal regulations or to assure proper project management as determined by FTA.

The CONTRACTOR shall maintain documentation for all charges against the CITY under this Contract. The books, records, and documents of the CONTRACTOR, insofar as they relate to work performed or money received under the Contract, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit, at any reasonable time upon reasonable notice, by the CITY, the State of California or the Comptroller of the Treasury or their duly appointed representatives, or a licensed independent public accountant. In the event any Federal or State agency audits the CITY, the CONTRACTOR shall provide whatever records, information, and assistance as the CITY may reasonably require. The CONTRACTOR shall provide information and assistance requested by the CITY for progress reports required of the CITY by Federal or State Government agencies.

- F. *Federal Changes.* The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form (30) FTA Master Agreement dated November 2, 2022) between the CITY and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The CONTRACTOR's failure to so comply shall constitute a material breach of this Contract.



- G. *Incorporation of Federal Transit Administration (FTA) Terms.* The provisions in this Section (FTA Requirements) include, in part, certain Standard Terms and Conditions required by the U.S. Department of transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as it may be amended from time to time, are hereby incorporated in this Contract 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 Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any requests of the CITY which would cause the CITY to be in violation of the FTA terms and conditions.
- H. *Equal Employment Opportunity.* CONTRACTOR will not discriminate and will take affirmative action to ensure that employees are not discriminated against on the basis of race, color, religion, political belief, marital status, age, national origin, sex or handicap not limiting the ability of the person to perform the job contemplated. Such action will include, without limitation, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Such action will be in compliance with Executive Order 11246 amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60).
- I. *Fly America.* CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- J. *Payrolls and Basic Records.* Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records

which show that the commitment to provide such benefits is enforceable, that the plan program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- K. *Disadvantaged Business Enterprises (DBEs).* To the extent authorized by Federal law, the CONTRACTOR agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

The CONTRACTOR agrees and assures that it shall comply with section 1101(b) of MAP-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26. The CONTRACTOR agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subcontract, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its Contract and shall comply with the requirements of 49 C.F.R. Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subcontracts, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT.

- L. *Substance Abuse Policy.* CONTRACTOR shall comply with the Congressionally Mandated Drug-Free Workplace Act of 1988, the Omnibus Transportation Employee Testing Act of 1991, and 49 CFR Parts 653 and 654 regarding Drug and Alcohol Testing, and the Federal Transit Administration Drug and Alcohol testing requirements. The required testing includes pre-employment testing, testing after an accident, testing when there is reasonable suspicion, random testing, and testing before returning to duty to perform sensitive safety functions after a positive drug test.
- M. *Audit.* CONTRACTOR will permit the authorized representatives of the U.S. Department of Transportation, and the Controller General of the United States to inspect and audit all data and records of CITY and CONTRACTOR relating to their performance under this Agreement. CONTRACTOR will also maintain all required records relating to this project for at least three (3) years after, and all other pending matters are closed.
- N. *Title VI of the Civil Rights Act of 1964.* During the performance of this Contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
- i. Compliance with Regulations: CONTRACTOR will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT).

- ii. Nondiscrimination: CONTRACTOR, with regard to the work performed during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- iii. *Equal Employment Opportunity.* The following equal employment opportunity requirements apply to this contract.

**Race, Color, Creed, National Origin, Sex** – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 Relating to Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. 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 of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

**Age** – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

**Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 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 FTA may issue.

**Immigration and Naturalization Act of 1986** – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.

- O. *Procurement of Materials and Equipment.* In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurement of materials, advertising, or leases of equipment, each potential subcontractor or supplier will be notified of CONTRACTOR's obligations under this contract and regulations relative to non-discrimination on the grounds of race, color, or national origin.
- P. *Information and Reports.* CONTRACTOR will provide all information and reports required by applicable state and federal laws and regulations, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of CITY is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR will so certify to FTA as appropriate, and will set forth what efforts it has made to obtain the information.
- Q. *Sanctions for Noncompliance:* In the event of CONTRACTOR's noncompliance with nondiscrimination provisions of this contract, sanctions as the FTA may determine to be appropriate, including, without limitation:
- i. Withholding payments until CONTRACTOR complies; and/or
  - ii. Cancellation, termination, or suspension of any grant contract for CONTRACTOR's benefit, in whole or in part.
- R. *Incorporation of FTA Provisions:* CONTRACTOR shall include the provisions of paragraphs A through G, above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. All contractual provisions required by DOT, as set forth in FTA Master Agreement (30) dated November 2, 2022, 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 CITY requests, which would cause the CITY to be in violation of FTA terms and conditions.
- S. *Debarment and Suspension Requirements:* Unless otherwise permitted by law, any person that is debarred, suspended, or voluntarily excluded may not take part in a federally covered transaction, either as participant or a principal, during the period of debarment, suspension, or voluntarily exclusion. Accordingly, neither FTA nor the CITY may enter into any transaction with such debarred, suspended, or voluntarily excluded persons during such period. A certification process has been established as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. Each CONTRACTOR and subcontractor must provide to the CITY a signed certification in compliance with 49 CFR, Part 29, as part of this Contract.

- T. *Environmental Requirements:* The Contractor agrees to comply with all applicable standards, orders or requirements as follows:
- i. Clean Air: The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1 1017 of the California Government Code. All Contractors and suppliers shall be required to submit evidence, if requested, to City that the governing air pollution control criteria will be met. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.
  - ii. Clean Water: 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 CITY. CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.
  - iii. Recycled Products: 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 the apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
  - iv. Energy Conservation: The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (42 U.S.C., Section 6321 et seq.).
- U. *Charter Service Operations:* The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- V. *School Bus Operations.* Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable

exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

W. *Transit Employee Protection Provisions.* The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- i. *General Transit Employee Protective Requirements:* To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- ii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities
  - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- iii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- iv. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.
- X. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.
- Y. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, to the extent they apply to the Project, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and U.S. EPA regulations "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.
- Z. The CONTRACTOR agrees to comply with the notice of violating facilities provisions of section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.
- AA. *Clean Water Requirements:* Except to the extent the Federal Government determines otherwise in writing, the CONTRACTOR agrees to comply with all Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:
  - i. The CONTRACTOR agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.
  - ii. The CONTRACTOR agrees to comply with the notice of violating facilities provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. §§ 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.
- 18. **ACCESSIBILITY OF VEHICLES.** The Americans with Disabilities Act and 29 U.S.C. 794 prohibit discrimination on the basis of disability by recipients of federal financial assistance. Accordingly, CONTRACTOR will make reasonable efforts to provide transportation for persons with disabilities including, without limitation, wheelchair users and semi-ambulatory persons.
- 19. **PERFORMANCE MEASURES AND INCENTIVE PROGRAM.**
  - A. All performance measures and metrics will be strictly adhered to in order to provide the highest level of service possible. City reserves the right to monitor Contractor in its performance of the Contract to ensure all performance measures are adhered to.

To incentivize full compensation, CONTRACTOR is required to meet or exceed the standards of performance listed for both Fixed Route and Dial-A-Ride on a monthly basis.

B. Fixed Route Standards of Performance: The Parties agree that any of the following constitutes a default by CONTRACTOR in providing Fixed-Route Service unless CONTRACTOR demonstrates circumstances beyond CONTRACTOR's control which resulted in CONTRACTOR default:

- i. if a driver is ahead of a schedule and leaves any bus stop before the designated departure time;
- ii. if a vehicle used on the system runs out of fuel;
- iii. if a driver deviates from a route or fails to follow the designated route;
- iv. if a vehicle is not properly inspected before use on a route;
- v. if less than ninety-eight percent (98%) of trips operate on-time, not including delays caused by circumstances that are out of the CONTRACTOR's control;
- vi. if there are more than one percent (1%) missed trips;
- vii. if there are more than five (5) complaints per 1,000 passengers;
- viii. if there are more than 2.5 vehicle and passenger accidents per 100,000 miles;
- ix. if one hundred percent (100%) preventive maintenance inspections are not completed as scheduled;
- x. if the monthly or quarterly transit management report documents are submitted to CITY beyond five working days after end of month; or
- xi. if the vehicle is not ready for the first run of the day due to not being ready for next day service at the end of each day.

C. Dial-A-Ride Standards of Performance: The Parties agree that any of the following constitutes a default by CONTRACTOR in providing Dial-A-Ride Service unless CONTRACTOR demonstrates circumstances beyond CONTRACTOR's control which resulted in CONTRACTOR default.

- i. if CONTRACTOR does not maintain the capability of accepting calls for reservations for Dial-A-Ride Service one (1) calendar day in advance of the requested date and time for the trip;
- ii. if the Dial-A-Ride vehicle does not arrive at the pickup point within ten (10) minutes before or after the scheduled pickup time less than ninety-three percent (93%) of trips;
- iii. if there are more than one percent (1%) missed trips.
- iv. if a vehicle runs out of fuel while providing Dial-A-Ride Services;
- v. if there are more than five (5) complaints per 1,000 passengers;
- vi. if there are more than five percent (5%) of No Shows for trips;



- vii. if the local Dial-A-Ride average load factor is less than 4.00 riders per transit vehicle per hour;
- viii. if the regional Dial-A-Ride average load factor is less than 2.00 riders per transit vehicle per revenue hour
- ix. if there are more than 2.5 vehicle and passenger accidents per 100,000 miles;
- x. if one hundred percent (100%) preventive maintenance inspections are not completed as scheduled; or
- xi. if the monthly or quarterly transit management report documents are submitted to CITY beyond five working days after end of month.
- xii. If the average call answer time by a live operator is over forty-five (45) seconds; average call hold time is over ninety (90) seconds.
- xiii. If staff is not able to schedule the passengers requested time within one (1) hour, before or after, the requested time.

D. The Parties agree that any of the above defaults may result in damage and injury to CITY. Accordingly, the Parties have negotiated and have agreed that for each calendar day during which one or more defaults occur that CONTRACTOR will pay CITY the sum of one hundred fifty dollars (\$150.00) per occurrence.

In addition to the above listed metrics, if the contractor fails to meet any mandatory requirement of this agreement the CITY may assess damages for each calendar day to the sum of one hundred fifty dollars (\$150.00) per occurrence.

Any claim of default shall be made by the CITY in writing in no less than 30 days from the date of said default, otherwise no fees may be assessed.

- 20. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's prior written approval are prohibited and will be null and void.
- 21. **INDEPENDENT CONTRACTOR.** CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of CITY as to end results of the work only.
- 22. **AUDIT OF RECORDS.** At any time during normal business hours and as often as may be deemed necessary, CONTRACTOR and its subcontractor will make available to a representative of CITY for examination all records with respect to all matters covered by this Agreement and will permit CITY to audit, examine and/or reproduce such records. CONTRACTOR and subcontractor will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. **PERFORMANCE BOND.** CONTRACTOR will provide an annual Performance Bond to CITY in the amount of twenty-five percent (25%) of the estimated expenditure for each Agreement year. The Performance Bond shall be furnished thirty (30) days prior to the commencement of each Agreement year for the term of the Agreement.
24. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address, as follows:

CITY

Lydia Salas  
Camarillo Area Transit  
601 Carmen Drive  
Camarillo, CA 93010  
Phone: 805-388-5341  
[lsalas@cityofcamarillo.org](mailto:lsalas@cityofcamarillo.org)

CONTRACTOR

George Goates  
RTW Management Inc.  
1495 E. 3300 S  
Salt Lake City, UT 84106  
Phone: 801-819-3691  
[ggoates@RTWmanagement.com](mailto:ggoates@RTWmanagement.com)

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Postal Service Mail, postage prepaid, and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

25. **COMPLIANCE WITH LAW.** CONTRACTOR must, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force, or which may subsequently be in force, pertaining to this Agreement and will faithfully observe while performing this Agreement all municipal ordinances and state and federal statutes now in force or which may subsequently be in force.
26. **MODIFICATION.** No alteration, change or modification of the terms of the Agreement will be valid unless made in writing and signed by both Parties hereto and approved by appropriate action of CITY. The City Manager may exercise this authority on behalf of CITY.
27. **PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, or OTHER LITIGATION.**
- A. *Disputes:* Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the CITY. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, CONTRACTOR mails or otherwise furnishes a written appeal to the CITY. In connection with any such appeal, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CITY shall be binding upon CONTRACTOR and CONTRACTOR shall abide by the decision.
- B. *Performance During Dispute:* Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.

- C. *Claims for Damages:* Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the part or any of his employees, agents or others whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
  - D. *Remedies:* Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the CITY and CONTRACTOR arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.
  - E. *Rights and Remedies:* The duties and obligations imposed by Agreement Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITY, CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
28. **LOBBYING REQUIREMENTS.** Federal requirements require the CITY to include certifications from contractors. Accordingly, the CONTRACTOR must sign the attached certification. By executing this Contract, the CONTRACTOR certifies to the best of its knowledge and belief that:
- A. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned to any person for influencing or attempting an officer of employee of any agency, 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.
  - B. 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 CONTRACTOR shall complete and submit Office of Management and Budget Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - C. The CONTRACTOR shall insert the language of this certification in all subcontracts, and require that all subcontractors at any tier shall certify and disclose accordingly.
  - D. This certification is a material representation of fact upon which reliance was 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. This applies to procurements of \$100,000 or more.

29. **FACSIMILE SIGNATURES FOR SUBSEQUENT AGREEMENTS.** The Parties agree that agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement, will be considered signed when the signature of a party is delivered electronically via Dropbox. Such electronic signature will be treated in all respects as having the same effect as an original signature.
30. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with, the laws of the State of California and exclusive venue for any action involving this Agreement will be in Ventura County.
31. **ENTIRE AGREEMENT.** This Agreement and its attachments set forth the entire understanding of the Parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There is two attachments (Exhibit A & B) to this Agreement. This Agreement will bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
32. **RULES OF CONSTRUCTION.** This Agreement has not been drafted or prepared by either party hereto, the same being a fully negotiated Agreement. Thus, the Parties expressly agree that any rule of construction regarding interpretation in favor of one or the other party by reason of the party drafting the Agreement will not apply.
33. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
34. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
35. **COUNTERPARTS.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.
36. **FORCE MAJEURE.** No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, terrorist activities, or interruption or failure of electricity (or telephone service), and no other Party will have a right to terminate this Agreement under Section 13 (Termination) in such circumstances.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

**CITY OF CAMARILLO,**  
a municipal corporation.

By: \_\_\_\_\_  
Greg Ramirez, City Manager


**ATTEST:**

By: \_\_\_\_\_  
Kristy Buxkemper, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Rachel Richman, City Attorney

**RTW MANAGEMENT, INC, a Utah S-Corporation**

By:  \_\_\_\_\_  
George Goates, President

By:  \_\_\_\_\_  
Sean Sabinsky, Corporate Controller

\_\_\_\_\_  
Business Tax Certificate

\_\_\_\_\_  
Expiration Date

## EXHIBIT A

### TRANSIT OPERATIONS AND MAINTENANCE SERVICES

#### 1.0 SCOPE OF SERVICES

##### 1.1 Introduction

The City of Camarillo (City) is located in Ventura County, California, and consists of approximately 20 square miles with a population of approximately 76,300. City is a general law city operating with a Council/Manager form of government.

City engages a qualified transit management firm (Contractor) to provide professional operations and maintenance services for the Camarillo Area Transit (CAT) fixed-routes and dial-a-ride (DAR) transit system. The City provides local DAR services to the general public and DAR intercity including Camarillo Unincorporated area services to Seniors/ADA passengers. Intercity services include transportation to Thousand Oaks, Moorpark, Simi Valley (East County) and a defined area within Oxnard (West County). Transfers to other transit agencies include Gold Coast Transit (in Oxnard), Valley Express (in Ventura), and LA Access in Thousand Oaks. The initial contract term will be for four (4) years with the option for City to extend the contract annually for three (3) one-year periods. The anticipated start of revenue service date is July 1, 2024. CONTRACTOR will undertake all necessary steps, including but not limited to establishing a base of operations, hiring and training personnel, assuming responsibility for Vehicles from CITY, and receiving scheduled dial-a-ride trips, to begin providing transit operations and maintenance services before July 1, 2024

The selected transit management firm will provide management and administration personnel, bus drivers, maintenance mechanics, maintenance facilities and equipment, secured vehicle storage areas, and related resources to operate the CAT fleet of transit vehicles. The current active fleet size is eighteen vehicles, consisting of cut-a-way busses, transit vans and minivans.

City's transit programs are funded by City's Transportation Development Act (TDA) funds, fare revenues, and Federal Transit Administration funds.

##### 1.2 Definitions

ADA: The federal Americans with Disabilities Act legislation.

Agreement: The contractual document between the City of Camarillo and Contractor. Agreement and Contract are synonymous.

Backup Vehicle: Contractor-owned transit vehicle placed in service as a substitute for a City-owned transit vehicle.

CAT: An acronym for Camarillo Area Transit.

CHP: An acronym for California Highway Patrol.

City: The City of Camarillo, an entity established under the laws of the State of California.

Contractor: Transit Management Company.

Days: Calendar days when used in context with City's bid protest procedures, and when used in connection with FTA requirements/procedures.

Deadhead Time/Miles: Time and mileage expended operating revenue vehicles in non-revenue service.

DMV: An acronym for Department of Motor Vehicles.

Fare Media: All fare payment instruments used to board City CAT buses, including, but not limited to, monthly passes, punch passes, public transit day passes, tokens, transfers, and subsidized fare media.

FTA: The United States Federal Transit Administration.

General Purpose: General Purpose refers to any passenger that is not classified as ADA or Senior.

Missed Trips: A fixed-route trip that begins more than fifteen (15) minutes after its scheduled departure time. For a dial-a-ride trip to be considered missed, it must meet either of the following criteria: arrive more than 10 minutes past the scheduled pick-up time, or the vehicle failed to pick up a scheduled trip.

Monthly Report: Any report(s) that consists of data required under the Federal Transit Administration and for the National Transit Database, including but not limited to the following; revenue miles, total miles, revenue hours, total hours, passengers by type and categories, accidents, incident reports, number of vehicles used, on-time performance, etc.

No Show: A scheduled passenger that does not show up at the pick-up location within 5 minutes of the agreed upon pick-up time.

On Time: A fixed-route vehicle is considered on time if it begins a route or departs a scheduled stop zero (0) minutes early or up to five (5) minutes late. A dial-a-ride vehicle is considered on time if it arrives no more than ten (10) minutes before or ten (10) minutes after the scheduled pick-up time. Additional time will be granted for boarding and alighting wheelchair-bound passengers.

OSHA: An acronym for Occupational Safety and Health Administration.

Preventable Accident: Any accident in which Contractor or Contractor's agent or employees are at fault and property damage exceeds \$1,000 and/or any injury occurred.

Proposal: The offer presented by the Proposer.

Proposer: A Consultant or service firm submitting a proposal in response to an RFP.

Revenue Hour: The segment of time within Revenue Service.

Revenue Service: Scheduled public transit service transporting fare-paying customers. Revenue service for fixed-route service begins upon arrival at the first scheduled bus stop and ends upon departure from the last scheduled drop off of the day. Revenue service for dial-a-ride service begins with the first passenger pick-up and ends when there are no longer any paying passengers on board. Revenue service does not include lunches, breaks and layovers of more than 20 minutes.

Revenue Vehicle: Any publicly owned or leased vehicle provided to Contractor by City to operate the service.

RFP: An acronym for Request for Proposals.

Road Calls: Unscheduled maintenance performed at a location other than the designated vehicle maintenance facility.

Successful Proposer: The person, contractor, or firm to whom a contract award is made.

Unit Cost Per Revenue Hour: The hourly cost for service during Revenue Hours.

VCTC: An acronym for Ventura County Transportation Commission.

VRH: An acronym for Vehicle Revenue Hour.

## **1.3 Service Description**

### **1.3.1 Service Hours**

CAT service hours are currently as follows:

#### Fixed-Route between Community Center and Leisure Village

Monday - Friday ..... 8:30 a.m. - 4:30 p.m.

Saturday - Sunday ..... no service

#### Fixed-Route Trolley

Sunday - Thursday ..... 10:00 a.m. - 6:00 p.m.

Friday - Saturday ..... 10:00 a.m. – 9:00 p.m.

#### Dial-A-Ride

Monday - Friday ..... 6:00 a.m. - 9:00 p.m.

Saturday ..... 8:00 a.m. - 9:00 p.m.

Sunday ..... 8:00 a.m. - 6:00 p.m.



Contractor will be expected to provide service during all hours stated above. Fixed-route services include the “Fixed Route” operated with one City-owned transit vehicle and the “Trolley Service” operated with one City owned transit vehicle. Both vehicles are currently cutaway vehicles; however, the City has purchased a Hometown Trolley bus (Carriage style) that is expected to arrive in May 2024, which will become the primary vehicle for the Trolley Service.

### **1.3.2 Compensation**

Compensation for Fixed-route service and for Dial-A-Ride service is paid to Contractor in terms of a fixed monthly rate and vehicle revenue hours rate.

Pass-through expenses shall consist of fuel costs for City-owned vehicles (with no markup) and maintenance costs (repair parts/fluids). Mark-ups for repair costs shall be noted and negotiated in Appendix D. Contractor is to submit receipts for all fueled vehicles with odometer and vehicle number on a monthly basis. Contractor is also to submit receipts for purchased repair parts/fluids.

Repair parts may include but are not limited to: tires, fluids/lubricants, filters, windshield wipers, transmission, motor, radiator, actuators, bearing set, brakes, brake pads, driveshaft, spark plugs, batteries etc. Repair parts specifically excludes start-up supplies necessary for Contractor to start services. In special circumstances where an outside repair service is needed that is beyond the scope of Contractor's routine services, City will consider providing reimbursement, subject to prior written approval of City. This does not include vehicle body repair work as detailed in Section 1.6.7 of this RFP.

Repair parts do not include but are not limited to: hazardous waste pick-ups, terry towels, paper towels, repair kits, tools, equipment, stationary, uniforms/overalls, cleaning supplies etc.

Contractor shall seek written pre-approval for any parts, services or supplies that is estimated to exceed \$2,500.

Any changes to the proposed rates must be authorized by the City in advance.

### **1.3.3 Adjustment to Service**

City 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.

For each fleet vehicle that is permanently removed from service and removed from care of Contractor, Contractor will reduce the vehicle revenue hour rate by amount noted in Appendix D.

### **1.3.4 Holiday Schedule**

City reserves the right to operate modified schedules it deems appropriate in

conjunction with holidays, with one-week notice to Contractor.

There will be no scheduled fixed-route or dial-a-ride service on the following six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Contractor shall be available to provide shuttle service and can adjust the rates for service to reflect additional charges, such as overtime, if the special event services occurs during a period when Dial-A-Ride or Fixed Route is out of regular service.

### **1.3.5 Fares**

Fixed-route: The current one-way cash fare for a General Purpose passenger is one dollar (\$1.00), and for an ADA/Senior passenger is fifty cents (\$0.50). Residents of the Leisure Village development may ride the service free with appropriate identification.

Dial-A-Ride Local: The current one-way cash fare for a General-Purpose passenger is three dollars (\$3.00), and for an ADA/Senior passenger is two dollars (\$2.00).

Dial-A-Ride Regional: The current one-way cash fare for an ADA/Senior passenger is six dollars (\$6.00).

Dial-A-Ride Transfer: The current one-way cash fare for an ADA/Senior passenger is three dollars (\$3.00).

### **1.3.6 Special Events, Promotional, and Other Special Services**

In addition to regular transit service operations, Contractor may be requested by City to provide special event, promotional, or other special transportation services that have been determined to be in the public interest. Standard hourly rates will apply unless otherwise agreed to in advance by City and Contractor.

### **1.3.7 Marketing and Public Relations**

City shall be responsible for all marketing and public relations activities relating to the CAT program.

City shall furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the service. Contractor shall distribute CAT passenger notices, cooperate and participate in marketing, promotion, 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 transit service. Under no circumstances shall Contractor or its bargaining employees be permitted to distribute any unauthorized printed or written materials pertaining to CAT service without permission from City.

### **1.3.8 Signage**

Contractor shall display required head signage, in plain view, in all CAT vehicles while in revenue service.

Contractor shall display and maintain all FTA required signage, notices, policy information, and any other posted materials in the vehicles upon request of the City.

### **1.3.9 Medical Assistance to Passengers**

Contractor's employees will not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio or cell phone and may proceed immediately to a medical facility for help.

### **1.3.10 Operating During An Emergency**

In the event of a major emergency such as a natural disaster or human-induced catastrophe, Contractor shall make transportation and communication resources available to City to the degree possible for emergency assistance. If the normal line of direct authority from City is intact, Contractor shall follow instruction of City. If normal line of direct authority is broken, and for the period while it is broken, Contractor shall make best use of transportation resources following the direction of the organization which appears to have assumed responsibility, such as the police, sheriff, fire department, Red Cross or National Guard.

Emergency basis of transportation may include evacuation, transportation of injured and movement of people to food and shelter. Contractor shall be reimbursed in accordance with the current rate per vehicle revenue hour or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of Contractor's actual costs. Reimbursement for such major emergency services shall be over and above maximum obligation of this contract. Immediately after the emergency condition ceases, Contractor shall reinstate normal transportation services. Payment will be based on a written report showing services and cost breakdown related to emergency services.

## **1.4 Personnel**

### **1.4.1 Operations Personnel**

The Contractor shall comply with all California, FTA and DOT requirements as they relate to screening and hiring of staff, including COVID-19 reporting and tracking requirements. The Contractor shall comply with all State and Federal requirements related to non-discriminatory recruiting and hiring practices.

Contractor shall comply with the Congressionally Mandated Drug-Free Workplace Act of 1988, the Omnibus Transportation Employee Testing Act of 1991, and 49 CFR Parts 653

and 654 regarding Drug and Alcohol Testing, and the Federal Transit Administration Drug and Alcohol testing requirements. The required testing includes pre-employment testing, testing after an accident, testing when there is reasonable suspicion, random testing, and testing before returning to duty to perform sensitive safety functions after a positive drug test.

Contractor shall furnish all drivers, mechanics, dispatchers, supervisors, administrators, and other personnel necessary for providing transportation service in accordance with this Contract.

As part of this RFP, Proposers are to include a staffing plan including a table of organization or organization chart, resumes of all key positions, job description for frontline employees, retention and incentive strategies, pay scales, description of benefits, etc. An operator training program is to be included detailing the components/modules, duration and testing elements that meet or exceeds the requirements of this RFP.

Contractor shall make every effort to retain current employees in accordance with CA Labor Code 1070 - 1074. Contractor shall use appropriate screening and selection criteria for employing operations personnel. Those checks shall include DMV and criminal background checks, pre-employment drug screening, and physicals of all employees associated with this contract and shall undertake the steps necessary to assure all such employees perform their duties in a safe, legal, courteous, and professional manner at all time.

Contractor shall make all reasonable efforts to ensure employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public, to the extent permitted by California State law.

The retention of a well-trained, motivated, and stable workforce is a highly desired component of the City's transit operations. As part of the Proposer's response to the RFP, Proposer shall clearly articulate specific employee retention strategies including salaries and wages, performance-based incentives, awards, special events, contests, education reimbursement and all other incentives designed to reward and retain quality staff.

Pursuant to Labor Code, Chapter 4.6, Section 1070 to Part 3 of Division 2, City shall grant a ten percent (10%) bidding preference to any Contractor who agrees to retain, for a period of at least ninety (90) days, the employees of the previous Contractor. Contractor shall declare, as part of its proposal, whether or not its firm shall retain the employees of the prior Contractor for a period of at least ninety (90) days. Contractor shall ensure these transitioned employees will be utilized in similar positions and perform essentially same services as they did under the previous Contractor. "Employee" is defined as any person who works for a Contractor under the prior contract but does not include executive, administrative, or professional employees that are exempt from the payment of overtime compensation within the meaning of

Subdivision (a) of Section 515 or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)). In accordance with Labor Code section 1070, et. seq, the following shall apply:

A successor Contractor or subcontractor who agrees to retain employees, pursuant to Labor Code section 1072, subdivision (a), shall retain employees who have been employed by the prior Contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor Contractor or subcontractor.

If a successor Contractor determines that fewer employees are needed than under the prior contract, qualified employees shall be retained by seniority within the job classification. In determining those employees who are qualified, the successor Contractor may require an employee to possess any license that is required by law to operate the equipment that the employee shall operate as an employee of the successor Contractor.

Nothing in this section requires the successor to pay the same wages or offer the same benefits provided by the prior Contractor.

In accordance with the California Labor Code, the successful Contractor or subcontractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than ten (10) days. An employee who has not been offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successor Contractor in any superior court having jurisdiction over the successor Contractor.

The existing service Contractor shall make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to City or to any entity that City identifies as a bona fide Contractor.

City reserves the right to review the resumes of management personnel assigned to this Contract. City may, at its sole discretion, accept or reject any individual proposed by the Proposer during the contract start-up and for any replacement during the term of this Contract. Proposer shall not remove any management personnel without cause without the prior written consent of City. City may also, at its sole discretion, require the replacement of any supervisor or management staff.

#### **1.4.2 Bilingual (English/Spanish) Personnel**

Contractor shall make every effort to recruit bilingual (English/Spanish) personnel for driver, dispatcher, and telephone operator positions. A minimum of fifty percent (50%) of operations personnel should be bilingual. Bilingual personnel shall be available during operating hours to receive emails and telephone calls from the public and to

provide translation for transportation system personnel and passengers.

#### **1.4.3 Project Manager**

Contractor shall provide a full-time employee, on-site Project Manager to manage the day-to-day operation of the CAT system. The Project Manager will be responsible for monitoring all aspects of the transit system operations including, but not limited to, ridership, quality of service, customer satisfaction, fare collection, accounting in accordance with current established practices, staff motivation, and performance of all Contractor personnel.

The Project Manager shall meet with City's Transit Staff at City Hall on a monthly basis to review performance and address issues on operations and maintenance. A monthly transit management report shall be submitted to City within (5) five working days after the end of the month.

#### **1.4.4 Supervisors**

Contractor shall employ a field supervisor to provide street supervision of contracted service including the monitoring of schedule adherence, on-street operation, and on-route compliance. This supervision will include conducting on-board ride checks to ensure operator adherence to procedures, i.e., fare collection, ADA compliance, and passenger relations. Such supervision will also include responses to investigation of accidents. City also reserves the right to perform similar investigations and adherence checks of its own, without notice, to ensure compliance with terms of the Contract.

All cleaning, maintenance and other personnel that work after service hours shall be appropriately supervised.

#### **1.4.5 Dispatchers and Communication Equipment**

Contractor shall provide dispatchers and all communication equipment required to operate the CAT system.

Dispatchers and any other personnel who may from time to time be assigned to telephone information lines shall be trained in public relations skills, proper telephone and website manners, accident and incident procedures, radio operations, and shall be knowledgeable of local/regional transit schedules, transfer points, rates, and operating policies.

The communication equipment that the Contractor uses must be capable of generating sufficient and accurate reports to comply with the FTA call standards. The call data for the CAT dispatch telephone number must be dedicated and separate from any other telephone lines the Contractor utilizes.

#### **1.4.6 Drivers**

All bus drivers shall have a valid California Class B or Class C Driver's License for operation of the type of CAT vehicle to which they are assigned. All drivers must also

have a valid DMV Medical Examiner's Certificate and possession of a current Transit Bus Driver's Certificate issued by the California DMV. Contractor shall be responsible for monitoring DMV records for drivers to ensure their continued qualification and suitability for fixed-route transit and/or DAR/ADA paratransit vehicle operations.

Contractor shall review current DMV reports on all applicants for the position of driver and shall reject any applicant with any failure to appear in court for driving under the influence or other violations. Contractor shall join and bear full cost of the DMV Pull Notice program, whereby Contractor shall be notified of any activity on a driver's driving record. Any driver exceeding the DMV point system or with a revoked or suspended license will not be allowed to operate a CAT vehicle. City reserves the right to require Contractor to replace any driver not acceptable to City. All drivers shall comply with the CHP Driver's Log regulations.

#### **1.4.7 Driver Qualifications/Standards**

Contractor shall conduct a background check on each driver to ensure they meet the following standards and are qualified to perform CAT transportation services:

- a. All operators must be employees (full-time or part-time) of Contractor. Contractor may not sub-contract with individuals to execute trip assignments.
- b. Continuous possession of a valid California Class C driver's license for the past five years, and where required possession of a current Class B driver's license.
- c. Possession of a current Transit Bus Driver's Certificate issued by the California DMV.
- d. Not more than two moving violations in the past five years and no DWI/DUI convictions within the last seven years.
- e. Ability to read, write, and speak English.
- f. Sensitive to passenger's needs.
- g. Ability to handle complaints and problems as required.
- h. No felony conviction history.
- i. Must pass Federal Drug and Alcohol Testing regulations.

#### **1.4.8 Driver Training**

City will provide one orientation session with the assigned Project Manager and Supervisors at the startup of the Contract to instruct them in CAT policies and procedures. Subsequently, Contractor shall be responsible for all aspects of training, including the provision and payment for the required training.

All drivers hired by Contractor must receive, at a minimum, the following training:

- a. Six hours of defensive driving training and two hours of overview of CAT service.
- b. Four hours of disability awareness sensitivity training; which includes current ADA regulations and procedures. Contractor shall arrange and pay for this training. Contractor shall conduct operational training at its own facility. City reserves the right to review all training materials and monitor training sessions.
- c. Contractor shall be required to ensure all drivers are aware of proper customer communication practices required for polite customer assistance.
- d. All drivers shall be trained to comply with all federal, state and local laws and regulations pertaining to the use of, or the prohibition of the use of, communication devices such as cell phones and hand-operated electronic devices. More restrictive rules and policies may be established and enforced by City or Contractor.
- e. All drivers shall be trained on the City's Title VI policy and sign the required Title VI Appendix L Acknowledgement.
- f. Contractor shall ensure all drivers complete training prior to their operation of an in-service vehicle. Contractor will also be responsible for providing remedial training for any driver who demonstrates a lack of appropriate training.

Training subsequent to training for new hires, such as recurrent training and retraining, shall be conducted by Contractor. City shall inform Contractor in writing of any changes in operating procedures. Contractor will be responsible for any training for existing drivers which is needed as a result of changed procedures.

The cost of driver's wages and benefits during all training shall be borne by Contractor.

Written documentation of all training, including new hires, recurrent, and retraining, shall be maintained by Contractor and furnished to City's Transit Manager upon request. All training programs will be subject to City approval.

#### **1.4.9 Driver Uniform and Appearance Standards**

a. Uniform Specifications

Contractor shall develop a dress code that will be subject to City approval at the Contractor's expense.

This code shall include shoes that shall be solid, plain-toe military style oxford, Wellington boots or dress boots with a zipper not exceeding one and one-half inches in length. Low cut and high-top tennis shoes are not permissible. Suede shoes, laced boots, sandals, cleated, or open-toe shoes will not be permitted.



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

b. Appearance Standards

At all times while on duty, drivers shall be in complete uniform, neat in appearance, uniform clean and pressed, shoes shined, hair clean and neatly cared for.

#### **1.4.10 Driver Removal**

City may require Contractor to immediately remove, pending investigation, any driver from CAT service for any one of, but not necessarily limited to, the following:

- a. Committing unsafe or inappropriate acts while providing service.
- b. Revocation, suspension, or non-renewal of a valid California driver's license.
- c. Conviction of any felony criminal offense.
- d. Non-compliance with Contract specified appearance standards.
- e. Unacceptable customer service as reported by customers, other drivers, or as observed by City staff.

#### **1.4.11 Americans with Disabilities Act (ADA) Requirements**

The Contractor shall comply with all ADA requirements, including, but not limited to:

- Compliant ADA paratransit trip reservation and scheduling process, and the fulfillment of operation of complementary paratransit services
- Announcing major stops and transfer points (internally and externally)
- Deploying functioning wheelchair lifts or ramps upon passenger request
- Securing passengers using wheelchairs or using seated mobility devices such as scooters
- Securing passenger mobility devices
- Picking-up passengers with disabilities
- Having a functioning wheelchair lift or ramp
- Repairing electronic destination signs for fixed route vehicles within a reasonable period, and providing clearly readable temporary paper destination signs

#### **1.4.12 Safety and Security**

Program shall conform to all DOT and FTA specifications and that of any state or

federal agency with jurisdiction.

Contractor shall develop, implement, and maintain a formal safety and accident prevention program, including periodic safety meetings, participation in safety organizations, safety incentives offered by Contractor to drivers and other employees, and participation in risk management activities under the auspices of Contractor's insurance carrier and City.

In the event of an emergency such as flood, fire, or earthquake, the Contractor shall deploy vehicles in a manner directed by the City. Emergency service does not constitute an expansion of service.

#### **1.4.13 Accidents and Incident Reporting**

City requires Contractor to have an accident and incident notification program. Contractor shall develop, implement, and maintain formal procedures, approved by City, to respond to emergencies and routine concerns that from time to time occur in the course of providing transit service. Such occurrences to be addressed include, but are not limited to: in-service vehicle failure, lift failure, passenger disturbances, passenger injuries and vehicle accidents.

All accidents must be reported to City by telephone or email within 15 minutes by Contractor staff or management. In case of injury accidents, notification shall occur as soon as practicable. A complete written report on any accident will be delivered to the Transit Program Manager or designate as soon as it is practical to do so but no longer than twenty-four hours or four hours in the case of passenger injury. This standard applies regardless of day of week or time of day of accident or incident. Contractor must prepare and submit incident and accident investigation reports in writing as soon as practical, not to exceed five business days from the date of the event Contractor shall submit all accident-related reports to the DMV as required. Contractor must assume all liability for accidents, passenger incidents and workers' compensation claims.

Contractor shall instruct operators to report public safety incidents observed by them to the dispatcher or Project Manager, who in turn, shall refer all such incidents to the proper authorities. Such observed incidents shall include, but not limited to fires; criminal acts; suspicious circumstances; public right-of-way obstructions; natural disasters; signal outages or bulb out; collisions etc.

### **1.5 Equipment and Facilities**

#### **1.5.1 Transit Vehicles**

City will initially furnish the fleet vehicles listed in Appendix F.

City reserves the right to furnish expansion or replacement vehicles for those listed in Appendix F should the need arise during the term of the Contract.

Contractor shall comply with all California and federal requirements and regulations regarding inspections of transit and paratransit vehicles, including but not limited to, required annual reporting and CHP inspections.

All vehicles required to be utilized for this proposal will be safe for operation on public streets and freeways over the term of the contract and meet all requirements in the California Vehicle Code for a bus. All parts of the vehicle (and all equipment mounted on or in the vehicle) will conform to the Federal Motor Vehicle Safety Standards and the California Administrative Code, Title 13 on Motor Vehicles. Particular attention will be directed to compliance with California Highway Patrol Motor Carrier Safety Regulations within Title 13 and approved updates to these regulations. The service vehicles operated under this contract are subject to random periodic inspection by the California Highway Patrol (CHP), California Air Resources Board (CARB), and Federal Transit Administration (FTA), as well as City staff. Contractor will notify City of inspections performed by a governmental agency other than City. The results of those inspections will be transmitted to City immediately and any applicable signed certification will be displayed or carried on the vehicles.

### **1.5.2 Operating Mode**

City provides transit vehicles required for CAT service. Contractor provides the required drivers, on-going maintenance, storage, heavy repairs, running repair work, supervisory/management services, and all other goods and services needed to provide the operating transit services described in this Scope of Services unless expressly stated that such goods and services will be provided by City.

### **1.5.3 Facilities**

Contractor shall establish an office and fenced off-street vehicle storage facility within a 20-mile radius of Camarillo City Hall and shall include in this office a minimum of eight telephone lines for the fixed-route and dial-a-ride services and a communication base station for CAT operations. Contractor shall staff this office during service hours. No CAT vehicles shall be stored on City-owned property.

The vehicle storage facility must be fenced, paved, have adequate lighting at night, and be kept locked when staff are not present.

The office and related office parking shall be accessible to the disabled in accordance with federal requirements. City will review the operations office to assure compliance with this section.

As part of the Zero Emission Bus (ZEB) Roll-Out Plan, the City intends to have a fully functional ZEB charging station and storage facility by the end of FY 27/28. As zero emission vehicles come into service, Contractor will be required to charge/store those vehicles at the City facility. Vehicle maintenance will continue to be performed at Contractor's facility.

#### **1.5.4 Software and Hardware**

Contractor shall furnish its own computers, software and procedures for dispatching and operating CAT vehicles at the beginning of the Contract term. Camarillo is in the process of procuring software that will provide online as well app-based DAR reservations. Software will have various functions like rider notifications and vehicle tracking. Implementation of software is expected to take place in September 2024. At that time, all reservations will be performed utilizing the City-provided software.

Contractor will be required to supply all vehicle maintenance software and related computer hardware for this Contract. This system shall enable Contractor to track maintenance records, preventative maintenance (PM) inspections, road calls, and miles between road calls. This data infrastructure shall also allow City access to CAT assets/records.

Contractor is responsible for providing surveillance camera, software and equipment in each vehicle. The contractor shall provide at least two cameras in each vehicle, one facing outward and one facing inward.

#### **1.5.5 Fare Collection**

Contractor shall collect the fares and charges established by City. Fare collection and all related security measures shall be the responsibility of Contractor. City reserves the right to approve any system implemented throughout the contract term. City reserves the right to examine the books of fares collected at any time. The Contractor is responsible for reporting fare collection monthly. The Contractor is responsible for all costs associated with the loss of fare or failure to collect fare.

Fares collected shall be retained by Contractor and the amount will be deducted from monthly invoices due Contractor. Fare media shall be collected and submitted to City's Transit Manager monthly.

#### **1.5.6 Telephone Information Service**

Contractor shall provide customer information to the public in English and Spanish during all hours of system operation, Monday through Sunday. Contractor shall also install and maintain a TDD system for the hearing impaired.

Contractor shall maintain at its own expense at least eight telephone lines dedicated to CAT service. At its sole expense, Contractor shall publish CAT telephone numbers under "Camarillo Area Transit" in the White and Yellow Pages of appropriate telephone directories published within the CAT service area.

Said telephone lines shall be used solely for the purpose of providing customer information and shall not be used by Contractor for any other purpose. These telephones shall be answered as "Camarillo Area Transit." Contractor must attempt to answer service requests within three rings and comply with all FTA requirements regarding telephone hold times, secondary hold, and abandoned calls. Contractor shall return all dropped calls within five minutes of the time the call was dropped.

Upon termination of the agreement between the parties, Contractor shall release such CAT telephone numbers to City.

## **1.6 Vehicle Maintenance**

### **1.6.1 Maintenance Standards**

Contractor will receive each City-owned transit vehicle after the vehicle has been thoroughly inspected, with all apparent safety-running repairs corrected by City. City and Contractor will be required to sign-off a checklist for each vehicle inspected.

Per FTA requirements Contractor is to furnish and update a written maintenance plan.

Contractor shall be solely responsible for maintenance of the vehicles, including tires, in the same operating condition and appearance in which they are received, subject to reasonable wear and tear based on mileage and age. Replacement tires are to be OEM quality or a grade better. Recaps are not permitted.

During the Contract period, City staff or their designee(s) shall have immediate and unrestricted access to all vehicles and all maintenance records during planned or unannounced inspections of Contractor's facility.

Failure by Contractor to maintain City-owned transit vehicles to maintenance standards as defined by the manufacturer's technical manual for Severe Operating Conditions may result in the vehicles being repaired by City at Contractor's expense. Contractor shall perform all routine preventive maintenance, heavy repair, and running repairs necessary to keep City-furnished vehicles in a safe, reliable and well-maintained condition.

### **1.6.2 Maintenance Facility**

Contractor shall provide a maintenance facility located within a 20-mile radius of Camarillo City Hall. This facility must have repair bays, secure vehicle storage areas, parts storage areas, and office facilities sufficient for maintaining the transit vehicle fleet.

Contractor shall comply with all California and federal requirements and regulations regarding inspections of vehicle maintenance facilities.

### **1.6.3 Equipment Condition**

The Contractor is responsible for all vehicle maintenance on City vehicles and vehicle equipment including: fareboxes, destination signs, UMO readers, cameras and Syncromatic units. Contractor will be responsible for programming electronic head signs.

City may acquire the following equipment which Contractor will be required to maintain: Automated Passenger Counters (APC), mobile data terminals, and Automatic Vehicle Location (AVL) equipment.

Vehicles placed in service by Contractor must, without exception:

- a. Be cleaned daily inside, including vehicle floors being swept and mopped, all seats including the driver's area wiped down. This shall include, but not be limited to, dash controls, dashboard, above the driver area, and along the front dashboard.
- b. Have fully operational air-conditioning, wheelchair lifts, securement belts, flip seats, fare collection devices, and destination signs.
- c. Be free of body damage and have no missing or unpainted panels.
- d. Be free of graffiti on the exterior and on the interior of vehicles.
- e. Have all safety items fully operational (i.e., lights, brakes, horn, tires, wheelchair tie downs, seat belts, etc.)
- f. No vehicle shall be cannibalized for parts for any reason without prior written consent of City.

#### **1.6.4 Repairs**

Contractor shall be responsible for all repairs and shall keep detailed repair records. Work shall be performed to industry best standards, or City specifications.

- a. Routine Inspections. City's Transit Staff reserves the right to schedule vehicle inspections with Contractor. All vehicle inspections will be completed by representatives of both agencies. At the time of the inspection, all deficiencies shall be scheduled to be corrected within fourteen (14) calendar days of the joint inspection. At the end of the fourteen days, City shall schedule a follow up joint inspection to ensure all items identified are repaired. If repairs are not completed, City will assess penalties in the amount of \$150.00 per affected transit vehicle per calendar day until all the repairs are completed satisfactorily.
- b. Major Repairs. Contractor shall be responsible for all major repairs. Major repair work must be scheduled to begin no later than seven (7) working days from the time it is listed on the daily fleet status report and/or removed from service. In addition, any heavy maintenance repair work shall be completed within fourteen (14) working days from the time it is scheduled for heavy repair work. Failure to have major repair work completed as scheduled will result in penalties of \$150.00 per affected transit vehicle per calendar day until all repairs are completed satisfactorily.

Major repairs are defined as follows: rebuilding and/or replacement of engines, transmissions, running gear, lifts, suspension components and brakes.

Contractor shall warrant all components and parts installed by Contractor or subcontractor, with the same warranty as is provided by manufacturers or certified rebuilders in the area. If it becomes necessary for City to make any repairs, Contractor

shall be billed back for all charges for parts and for labor. City reserves the right to outsource the required repairs and, as the result of Contractor non-compliance, Contractor shall be responsible for any associated expense.

### **1.6.5 Preventative Maintenance and Inspections**

Contractor shall provide all maintenance and repair of City-owned buses, including the wheelchair lifts. Scheduled maintenance and preventative maintenance inspections shall be as specified by the vehicle manufacturer for Severe Operating Conditions, i.e., extensive periods of stop-and-go driving.

Contractor shall maintain a permanent maintenance records on file for each vehicle used in furnishing transit services to City. Such records shall include, but are not limited to, the following:

- a. Preventative and scheduled maintenance work, including parts and labor utilized.
- b. Lube, Oil, and Filter (LOF) maintenance intervals.
- c. Copies of work orders for all repairs and maintenance activities.
- d. Reports indicating a vehicle defect.
- e. Reports of road-call maintenance.
- f. Warranty work.
- g. Wheelchair lift inspections, routine service, and repairs.

Any work order for repairs generated by a defect report must have said defect card attached.

### **1.6.6 Fueling and Servicing**

All vehicles must be fueled and serviced daily by Contractor including topping off the oil, transmission fluid, coolant levels, and windshield washer fluid. Contractor must keep accurate fluid records for each vehicle. Contractor must make every effort to fuel City vehicles at a fueling station with lowest price per gallon.

Mileage must be taken and recorded daily including Vehicle Revenue Miles, Deadhead Miles, Maintenance Miles, and total miles for all fleet vehicles. Defective odometers must be replaced immediately. If any vehicle is out of service or does not operate it is still required to report the daily mileage as such.

### **1.6.7 Body**

Contractor, at no cost to City, shall provide all vehicle body repair work and painting. All bodywork and painting shall be performed to industry best standards, or City specifications.

### **1.6.8 Service Calls**

Contractor shall maintain accurate records of all service calls, whether the vehicle is changed-out or repaired upon return, by the use of a daily service call log sheet. For any vehicle that is changed-out or repaired on the road, a service call form must be filled out.

A repair order shall be made for every service call, whether a defect is found or not.

Whenever a maintenance person makes a transit vehicle change out, that person is to perform a pre-trip inspection, including the cycling of the wheelchair lift, to ensure that the vehicle is clean and safe prior to placing the vehicle in revenue service.

Any and all maintenance records maintained by Contractor during the term of the Contract shall become the property of, and be furnished to, City at the end of the Contract term.

### **1.6.9 Mechanic Training and CARB Requirements**

It shall be the sole responsibility of Contractor to ensure mechanics are properly trained and certified to service components of the vehicles. Contractor shall comply with all applicable training, inspection, testing and reporting requirements of the California Air Resources Board (CARB).

## **1.7 Data**

### **1.7.1 Monthly Reports**

Contractor shall provide transit system operation and maintenance data in compliance with all federal and state requirements on a monthly basis. This includes but is not limited to;

#### Fixed-Route Service

- Boarding and alighting data per stop
- Total passengers carried by route
- Revenue passengers carried by route
- Leisure Village passengers
- ADA passengers
- Senior passengers
- Wheel chair passengers
- Vehicles hours of service provided by route
- Vehicle miles of service operated by route
- Deadhead mileage



- Passengers per hour
- Mileage per hour
- Schedule adherence
- Fares collected by route
- Number of days operating
- Passenger complaints
- Fuel consumption
- Preventative Maintenance checkups, including lube, oil, and filter intervals
- In-service vehicle breakdowns
- Miles between road calls
- Chargeable accidents
- Crime incidents
- Drug and alcohol tests
- Fare media used

#### Dial-A-Ride Service

- Total passengers carried
- Vehicle hours of service
- Vehicle miles of service operated
- Late, missed, and excessively long trips per FTA definitions
- Fares collected
- On-time performance
- ADA passengers
- Senior passengers
- Wheelchair passengers
- Origins and destinations of trips
- No shows
- Load factor
- Passenger complaints
- Fuel consumption
- Preventative maintenance checkups
- In-service vehicle breakdowns
- Miles between road calls

- Chargeable accidents
- Crime incidents
- Drug and alcohol tests
- Fare media used

### **1.7.2 Ridership Reports**

Ridership information shall be collected on all CAT services on a daily basis. Ridership shall be separated by mode, day, and fare category. This report shall be e-mailed in Excel format to the City Transit Staff within five (5) working days from the end of each month.

### **1.7.3 Passenger Complaints**

Contractor shall keep records of complaints and submit a complaint log to the City on a quarterly basis. The complaint log shall be dedicated to Camarillo Area Transit services only. Contractor shall contact complainants by telephone if necessarily within 24 hours or follow up with written correspondence. If an investigation is required, Contractor shall conduct an investigation and the initiator shall be contacted by telephone or written correspondence regarding the results of the investigation. Contractor shall respond to passenger complaints within five (5) working days of receipt.

The format and data collected in the complaint log is subject to City review and approval.

### **1.7.4 National Transit Database Reporting**

Contractor shall collect data, keep records and provide reports sufficient to enable City to meet FTA National Transit Database (NTD) reporting requirements. Contractor shall ensure that all required information is collected and reported in a timely fashion.

### **1.7.5 Performance Measures and Incentive Program**

All performance measures will be strictly adhered to in order to provide the highest level of service possible. City reserves the right to monitor Contractor in its performance of the Contract to ensure all performance measures are adhered to.

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

#### **A. Fixed Route:**

The Parties agree that any of the following constitutes a default by Contractor in providing Fixed-Route Service unless Contractor demonstrates circumstances beyond Contractor's control which resulted in Contractor default:

- i. if a driver is ahead of a schedule and leaves any bus stop before the designated departure time;
- ii. if a vehicle used on the system runs out of fuel;
- iii. If a driver deviates from a route or fails to follow the designed route;
- iv. if a vehicle is not properly inspected before use on a route;
- v. if less than ninety-eight percent (98%) of trips operate on-time;
- vi. if there are more than one percent (1%) missed trips;
- vii. if there are more than five (5) complaints per 1,000 passengers;
- viii. if there are more than 2.5 vehicle and passenger accidents per 100,000 miles;
- ix. if one hundred percent (100%) preventive maintenance inspections are not completed as scheduled;
- x. if the monthly transit management report is submitted to the City's Transit Staff beyond five (5) working days after end of month; or
- xi. if the vehicle is not ready for the first run of the day due to not being ready for next day service at the end of each day.

The Parties agree that any of the above defaults may result in damage and injury to City. Accordingly, the Parties have negotiated and have agreed that for each calendar day during which one or more defaults occur that Contractor will pay City the sum of one hundred fifty dollars (\$150.00) per occurrence.

**B. Dial-A-Ride:**

The Parties agree that any of the following constitutes a default by Contractor in providing Dial-A-Ride Service pursuant to this Agreement unless Contractor demonstrates circumstances beyond Contractor's control resulted in default:

- i. if Contractor does not maintain the capability of accepting calls for reservations for Dial-A-Ride Service twenty-four (24) hours in advance of the requested date and time for the trip;
- ii. if the Dial-A-Ride vehicle does not arrive at the pickup point within ten (10) minutes before or after the scheduled pickup time less than ninety-three percent (93%) of trips;
- iii. if there are more than one percent (1%) missed trips;
- iv. if a vehicle runs out of fuel while providing Dial-A-Ride Services;
- v. if the no-show rate is greater than five percent (5%);

- vi. if there are more than five (5) complaints per 1,000 passengers;
- vii. if the local Dial-A-Ride average load factor is less than 4.00 riders per transit vehicle per revenue hour;
- viii. if the regional Dial-A-Ride average load factor is less than 2.00 riders per transit vehicle per revenue hour;
- ix. if there are more than 2.5 vehicle and passenger accidents per 100,000 miles;
- x. if one hundred percent (100%) preventive maintenance inspections are not completed as scheduled; or
- xi. if the monthly transit management report is submitted to the City's Transit Staff beyond five (5) working days after end of month.
- xii. If the average call answer time by a live operator is over forty-five (45) seconds; average call hold time is over ninety (90) seconds.
- xiii. If staff is not able to schedule the passengers requested time within one (1) hour, before or after, the requested time.

The Parties agree that any of the above defaults may result in damage and injury to City. Accordingly, the Parties have negotiated and have agreed that for each calendar day during which one or more defaults occur that Contractor will pay City the sum of one hundred fifty dollars (\$150.00) per occurrence.

In addition to the above listed metrics, if the contractor fails to meet any mandatory requirement of this agreement the CITY may assess damages for each calendar day to the sum of one hundred fifty dollars (\$150.00) per occurrence.

#### **1.7.6 On-Time Performance**

Contractor supervisor shall conduct a minimum of one-time check per week for each of the individual service modes. This sample must reflect all services provided under this Contract.

The on-time percentage figures resulting from time checks completed by Contractor will be compared to that of City. If there is a differential of three (3.0) or more percentage points between the two figures, City data will provide exclusively the official on-time percentage for the week for which the comparison is made.

#### **1.7.7 Confidentiality**

Contractor agrees to maintain the confidentiality of its records in accordance with local, state, and federal regulations. Contractor shall require all its officers, employees and agents providing service hereunder, to acknowledge in writing, understanding of an agreement to comply with said confidentiality provisions.

**APPENDIX D (Continued)**

**PROPOSAL COST FORM**

Initial 4 Year Term	Projected Annual Revenue Hours	Proposed Revenue Hour Rate	Proposed Fixed Monthly Rate	Estimated Annual Cost Dollars
1	21,000	\$ 44.79	\$ 122,133	\$ 2,406,186
2	21,215	\$ 44.79	121,533	\$ 2,408,616
3	21,430	\$ 45.48	\$974,636	\$ 2,445,236
4	21,650	\$ 50.17	\$ 132,000	\$ 2,670,181

Proposed Markup for repair parts (put N/A if not applicable) : n/a

Fixed Monthly Rate Includes:      Insurance, Cameras, Radios, Facility Costs, Bus cleaning, Maintenance,  
Managment, Supervision, Dispatching, Uniforms, Cleaning,  
Fare management, Corporate overhead and other fees

Revenue Hour Rate Includes:      Driver hours, worker's comp and related benefits

(add additional page for notes if necessary).

Pricing currently assumes the ongoing operation and maintenance of 18 vehicles. Should the City and Contractor mutually agree that the total number of vehicles can be permanently reduced, Contractor proposes to reduce the vehicle revenue hour rate by \$ 1.60 per vehicle revenue hour.

Company Name: RTW Management

Preparer Name: George Goates

Preparer Title: President

Date: 2/8/2024



## APPENDIX F

### Camarillo Area Transit Vehicle Inventory

MODE: MB	#	City I.D.	VIN	License #	Vehicle					Passengers		Vehicle Replacment Status	Replacement Vehicle Info & Passengers						
					Model Year	Make	Model	GVW	Length	Sitting	Wheel Chair		Model Year	Make	Model	GVW	Length	Sitting	Wheel Chair
	1	822	1GB6G5BG4F1246666	1472706	2015	Chevy	Arboc	14200	22 ft.	17	1	Trolley replacement on order ETA 5/2024	2024	Hometown Trolley	Carriage	14500	23.5'	22	2
	2	833	1HA6GUBB0KN014722	1591269	2019	Chevy	Arboc	14200	23 ft	17	1	Electric replacement scheduled for FY 26/27	2026	Lighting	Class 4	14,200	23'	18	2

MODE: DR	#	City I.D.	VIN	License #	Vehicle				Passengers			Vehicle Replacement Status	Replacement Vehicle Info & Passengers						
					Model Year	Make	Model	GVW	Length	Sitting	Wheel Chair		Model Year	Make	Model	GVW	Length	Sitting	Wheel Chair
	3	809	1GB6G5BL8F1131050	1473178	2015	Ford	El Dorado National	14,200	22 ft.	16	2	To Council for approval 12/13/23 ETA 9/2024	2024	Starcraft	Allstar	14500	23'	16	2
	4	820	1GB6GUBG7G1137131	1472744	2016	Chevy	Glaval	14,200	22 ft.	16	1	To Council for approval 12/13/23. ETA 10/2024	2024	MobilityTrans	Safe-T Bus	10360	20'	8	2
	5	821	1GB6GUBG9G1137180	1472743	2016	Chevy	Glaval	14,200	22 ft.	16	1	Transit van on order ETA 5/2024	2023	MobilityTrans	Safe-T Bus	10360	20'	8	2
	6	823	1FDGF5GY4GEA53363	1472755	2016	Ford	Glaval Entourage	19500	32 ft.	24	1	Transit van on order ETA 5/2024	2023	MobilityTrans	Safe-T Bus	10360	20'	8	2
	7	824	2C7WDGBGXGR382204	1515290	2016	Braun	Entervan	6050	17 ft.	4	1	To Council for approval 12/13/23 ETA 10/2024	2024	MobilityTrans	Safe-T Bus	10360	20'	8	2
	8	825	2C7WDGBGXGR377567	1515289	2016	Braun	Entervan	6,050	17 ft.	4	1	Transit van on order ETA 8/2024	2023	MobilityTrans	Safe-T Bus	10360	20'	8	2
	9	826	1GB6GUBGXG1290800	1515288	2016	Chevy	Glaval Titan II	14,200	23 ft.	16	1	Transit van on order ETA 5/2024	2023	MobilityTrans	Safe-T Bus	10360	20'	8	2
	10	827	1GB6GUBG2G1291603	1515287	2016	Chevy	Glaval Titan II	14,200	23 ft.	16	1	To Council for approval 12/13/23 ETA 10/2024	2024	MobilityTrans	Safe-T Bus	10360	20'	8	2
	11	828	1HA6GUBG2HN010031	1542778	2017	Chevy	Glaval Titan II	14,500	23 ft.	16	2	Scheduled for replacement May 2025	2025	MobilityTrans	Safe-T Bus	10360	20'	8	2
	12	829	2C7WDGBG8HR793098	1529415	2017	Braun	EnterVan	6,050	17'	4	1	Transit van on order ETA 8/2024	2023	MobilityTrans	Safe-T Bus	10360	20'	8	2
	13	830	1FBVU4XM0JKA70439	1551023	2017	Ford	Class V	10,860	20	9	1	Scheduled for replacement FY 2024/25	2024	MobilityTrans	Safe-T Bus	10360	20'	8	2
	14	831	1FD4E4FS6HDC62228	1553401	2017	Ford	Champion	14,500	23	16	1	Scheduled for replacement FY 2024/25	2025	Starcraft	Allstar	14500	23'	16	2
	15	832	2C7WDGB0KR7285	1577223	2019	Braun	EnterVan	6,050	17'	5	1	Scheduled for replacement FY 2024/25	2024	MobilityTrans	Safe-T Bus	10360	20'	8	2
	16	834	2C4RC1CG4NR172333	1663888	2022	Chrysler	Voyager	6055	17'	4	1	Scheduled for replacement FY 27/28	2027	Chrysler	Voyager	6055	17'	4	1
	17	835	2C4RC1CG9NR171730	1676097	2022	Chrysler	Voyager	6055	17'	4	1	Scheduled for replacement FY 27/28	2027	Chrysler	Voyager	6055	17'	4	1
	18	836	2C4RC1CGXNR172269	1676096	2022	Chrysler	Voyager	6,055	17'	4	1	Scheduled for replacement FY 27/28	2027	Chrysler	Voyager	6,055	17'	4	1

## **APPENDIX L**

### **Acknowledgement of Receipt of Title VI Plan**

I hereby acknowledge the receipt of City of Camarillo Title VI Plan. I have read the plan and am committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

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Signature

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Print your Name

---

Date

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/18/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Moreton &amp; Company</b> <b>101 South 200 East Suite 300</b> <b>Salt Lake City, UT 84111</b> <b>801 531-1234</b>		<b>CONTACT NAME:</b> <b>Carrie Kerley</b> <b>PHONE (A/C, No, Ext):</b> <b>801 531-1234</b> <b>FAX (A/C, No):</b> <b>801-531-6117</b> <b>E-MAIL ADDRESS:</b> <b>ckerley@moreton.com</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Zurich American Insurance Company</b> <b>A+</b> <b>16535</b>	
		<b>INSURER B : Axis Surplus Lines Company</b> <b>A</b> <b>26620</b>	
		<b>INSURER C : Gen Star Indemnity</b> <b>A++</b> <b>37362</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

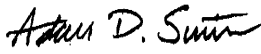
**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	GLO395908102	03/01/2024	03/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Sexual Abuse \$1M/\$2M
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP395908202	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	P00100084251103	03/01/2024	03/01/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC395908002	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liab. \$5M XS of \$3M	X	X	IXG677685	12/15/2023	12/15/2024	\$5,000,000 Occurrence \$5,000,000 Aggregate

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

General Liability and Auto Liability policies includes Additional Insured, Waiver of Subrogation and Primary & Non-contributory endorsements; Workers Compensation includes a Waiver of Subrogation. Excess policies follow form of underlying General Liability, Auto and Workers Compensation. All endorsements in favor of City of Camarillo, its officers, employees, agents and volunteers. A 30 Day Notice of cancellation will be provided for the General Liability, Auto, Workers Compensation and Umbrella policies. (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  <b>City of Camarillo</b> <b>601 Carmen Drive</b> <b>Camarillo, CA 93010</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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## DESCRIPTIONS (Continued from Page 1)

\*Sexual Abuse & Molestation policy is written separately with the following limits: \$1,000,000 Occurrence and \$2,000,000 Aggregate and includes additional insured status in favor of City of Camarillo.

**UTAH WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

**Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 03/01/2024 Policy No. WC 3959080 - 02

Endorsement No.

Insured RTW MANAGEMENT

Premium \$

Insurance Company Zurich American Insurance Company

Countersigned by \_\_\_\_\_

# Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 3959081 - 02	03/01/2024	03/01/2025		07597000		

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

**Named Insured:** RTW MANAGEMENT

**Address (including ZIP Code):** 1495 E 3300 S  
SALT LAKE CITY, UT 84106

This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

# General Liability Extended Coverages

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

Policy No. GLO 3959081 - 02

Effective Date: 03/01/2024

This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

The following changes apply to this Coverage Part.

### **A. Fellow Employee And Incidental Medical Malpractice Coverage**

Paragraph **2.a.(1)** of Section **II – Who Is An Insured** is replaced by the following:

#### **2. Each of the following is also an insured:**

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

#### **(1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);
- (b)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or
- (c)** Arising out of his or her providing or failing to provide professional health care services, except any "bodily injury" or "personal and advertising injury" arising out of:
  - (1)** Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services; or
  - (2)** Emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional.

### **B. Additional Insureds– Lessees Of Premises**

- 1.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

However, the insurance afforded to such additional insured:

- a.** Only applies to the extent permitted by law;
- b.** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- c.** Ends when the person or organization ceases to lease or rent premises from you.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **B.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **B.** shall not increase the applicable Limits of Insurance shown in the Declarations.

#### **C. Additional Insured – Vendors**

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **C.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. The insurance afforded the vendor does not apply to:
    - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (2) Any express warranty unauthorized by you;
    - (3) Any physical or chemical change in the product made intentionally by the vendor;
    - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
    - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
    - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      - (a) The exceptions contained in Subparagraphs (4) or (6) above; or
      - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - b. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to these vendors under this Paragraph **C.**, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **C.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **C.** shall not increase the applicable Limits of Insurance shown in the Declarations.

#### **D. Damage to Premises Rented or Occupied by You**

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; vandalism; weight of snow, ice or sleet; leakage from fire extinguishing equipment, including sprinklers; or accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more covered perils to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

#### **E. Limited Contractual Liability Coverage – Personal and Advertising Injury**

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

##### **2. Exclusions**

This insurance does not apply to:

##### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

- (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
- (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph **(a)** above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee.

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

#### **F. Medical Payments – Increased Reporting Period**

Paragraph **1.a.** of Section **I – Coverage C – Medical Payments** is replaced by the following;

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

#### **G. Supplementary Payments**

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### **H. Broadened Property Damage**

##### **1. Elevator Property Damage**

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraphs **2., 3.** and **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 any one "occurrence".

##### **2. Property Damage To Borrowed Equipment**

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.



**b.** The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraphs **2.**, **3.** and **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others at a jobsite is \$25,000 any one "occurrence".

**I. Expected or Intended Injury or Damage**

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**a. Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**J. Definition – Bodily Injury**

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death sustained by a person which results from that bodily injury, sickness or disease.

**K. Insured Status – Amateur Athletic Participants**

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

**a.** "Bodily injury" to:

- (1)** Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
- (2)** You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

**b.** "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

- (1)** Your "employee", "volunteer worker" or any person you sponsor; or
- (2)** You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**L. Aircraft, Auto Or Watercraft**

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
  - (a)** Less than 51 feet long; and
  - (b)** Not being used to carry persons for a charge;
- (3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;



- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

#### **M. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm**

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

#### **N. Definitions – Your Product and Your Work**

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

**b.** Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

**O. Duties in the Event of Occurrence, Offense, Claim or Suit Condition**

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

**P. Other Insurance Condition**

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is also primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

**b. Excess Insurance**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or

- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
  - i Equipment you borrow from others at a jobsite; or
  - ii Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Q. Unintentional Failure to Disclose All Hazards**

Condition **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- i. Fail to disclose all hazards existing at the inception of this policy; or
- ii. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

**R. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation**

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is renamed and replaced by the following:

**8. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

## **S. Liberalization Condition**

The following condition is added to Section **IV – Commercial General Liability Conditions**:

### **Liberalization Clause**

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Coverage Extension Endorsement



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

Policy No. BAP 3959082 - 02

Effective Date: 03/01/2024

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

#### **D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

#### **E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

#### **F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

#### **G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

#### **H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

##### **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### **I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
- (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
- (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### **J. Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

#### **K. Airbag Coverage**

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

#### **L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

##### **Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

#### **N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

#### **O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:



This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

#### **P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

#### **R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

#### **S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

#### **T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

##### **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

##### **4. Coverage Extensions**

###### **a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

## **V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

## **W. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** RTW MANAGEMENT

**Endorsement Effective Date:**

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>	ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS , IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** RTW MANAGEMENT

**Endorsement Effective Date:**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others**

**To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Effective date of this Endorsement: 17-Apr-2024

This Endorsement is attached to and forms a part of Policy Number: **W371B3240101**  
Syndicate 3623 at Lloyd's. referred to in this endorsement as the "insurance company"

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Safeguard**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that City of Camarillo is added as an additional insured under this Policy but solely in respect of any **claim** where such entity is named alongside any other **insured** under this Policy, provided always that such entity is only covered under this Policy because of a **wrongful act** of such other **insured** and is not covered for their own acts, errors or omissions.

All other terms and conditions of this Policy remain unchanged.



\_\_\_\_\_  
Authorized Representative

beazley

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# Camarillo Area Transit Award Agreement 2024-28 to RTW Management, Inc.

Camarillo City Council  
May 22, 2024



# Discussion Items from 5/6/24 City Council

- **January 4, 2024 - City staff pursued a Request for Proposal for Transit Services**
  - Two proposals received: RTW and VTS
- **March 6, 2024 - Panel Convened for Interviews**
- **May 6, 2024 -recommended an award of contract to RTW**
  - City Council requested additional information before making a decision:
    - Comparisons of transit services provided by RTW and VTS.
    - Evaluations (both Proposals and Interviews) of RTW and VTS.

# Transit Service Comparisons

RTW – Examples Provided	VTS – Examples Provided
<p>City of Radford, VA</p> <p>Consists of deviated fixed routes that serve the City and Radford University</p> <p>Federally funded and provides approximately 181,000 trips per year.</p> <p>Report a fleet of 30 vehicles.</p>	<p>City of Calabasas, CA.</p> <p>Provides fixed route service, including a fixed route, 4 peak-hour routes, one seasonal weekend trolley service and a beach bus program. Average 23,000 trips per year.</p> <p>Operate and maintain fleet of 9 vehicles provided by City of Calabasas.</p>
<p>City of Casa Grande, AZ</p> <p>Selected contractor to implement an on-demand service</p> <p>Federally funded and is projected to provide 40,000 trips utilizing four vehicles.</p>	<p>City of Malibu, CA.</p> <p>Dial-A-Ride program serving seniors and individuals with a disability.</p> <p>One vehicle operated and averages 55 trips per month.</p>
<p>Maryland Veterans Affairs Medical Center</p> <p>Limited to VAMC employees, visitors, and veterans.</p> <p>Operates statewide providing fixed route and paratransit services.</p> <p>Approximately 77,200 trips provided per year.</p>	<p>Tri Counties Regional Centers</p> <p>Provides fixed route service to TRC clients.</p> <p>Provides daily pickups from client homes to special education program centers. Approximately 500 clients on a daily basis.</p> <p>They operate 33 routes along with one-time trips using 40 vehicles VTS owns.</p>



# Transit Service Comparisons

RTW – Additional Examples	VTS – Additional Examples
<p>City of Scottsdale, AZ</p> <p>Provides trolley service for five trolley routes, serving approximately 1.2 million per year.</p>	<p>City of Agoura Hills, CA.</p> <p>Subcontractor to Spare for the City's ridesharing app, AH GO. General public Dial-A-Ride that services Agoura Hills and trips to/from surrounding areas. Approximately 20 trips per month.</p>
<p>Hinesville, GA</p> <p>Operates a fixed route, demand response and paratransit service, utilizing seven vehicles and provides approximately 25,000 trips per year.</p>	<p>Ventura County Transportation Commission, CA.</p> <p>Provides countywide on-demand transportation services using wheelchair accessible vehicles. Approximately 50 trips per month provided.</p>
<p>Morgan State University (Bear Transit), MD</p> <p>Three fixed routes operated with six buses, providing approximately 260,000 trips per year.</p>	<p>CenCal Health Center, CA.</p> <p>Provides demand response service for Medi-Cal through Santa Barbara and San Luis Obispo County (approximately 40 cities). Approximately 10,000 passengers per month.</p>

# Proposal Evaluations

	RTW AVG Score	VTs AVG Score
Operating Methodology (30 pts)	27.2	21.2
Cost Effectiveness (25 pts)	20.8	21.2
Understanding FTA/ADA Requirements (15 pts)	13.2	8.4
Qualification & Experience of Team (15 pts)	12.6	11.2
Data Collection/ Record-keeping & Reporting Capabilities, Efficiency & Timeliness (15 pts)	13.4	7.8
Bonus Points for Agreeing to Hire Previous Contractor's Employees (10 pts)	10	10
Total (out of 100)	97.2 (99)	79.8 (85)

# Interview Evaluations

	RTW AVG Score	VTs AVG Score
Understanding of FTA/ADA Requirements (25 pts)	22.4	17.2
Ability to Perform Required Work (25 pts)	20.6	20.2
Employee Training (20 pts)	18.2	16.8
Data Collection (15 pts)	13.6	9.6
Internal Operating Policies (10 pts)	8.2	6.8
Overall Quality (5 pts)	4.4	3.6
Total (out of 100)	87.4 (90)	74.2 (78)

# Combined Evaluation Scores

	<b>RTW AVG Score</b>	<b>VTs AVG Score</b>
<b>Proposal</b>	<b>97.2</b>	<b>79.8</b>
<b>Interview</b>	<b>87.4</b>	<b>74.2</b>
<b>Combined Average</b>	<b>92.3</b>	<b>77.0</b>

# Proposal Comments

	RTW	VTs
<b>Operating Methodology</b>	RTW provided all information in great detail	Did not include a timeline, implementation plan, or performance plan
<b>Cost Effectiveness</b>	\$9,930,219 (4 years) 11.2% higher than VTs	\$8,928,437 (4 years)
<b>Understanding FTA/ADA Requirements</b>	Discussed FTA requirements such as required signage, conducting regular audits, reports meeting FTA requirements, self-imposed audits to ensure FTA compliance	Little mention of FTA requirements, though they note that City of Calabasas is federally funded
<b>Qualification &amp; Experience of Team</b>	20 years of experience	20 years of experience

# Proposal Comments Cont'd

	RTW	VTs
<b>Data Collection</b>	Uses RideCo demonstrated high level technologies capable of accurate data collection. Real-time data available to City staff. Detailed maintenance plan, inventory management, robust tracking and alert system for vehicle maintenance. High level technology used for vehicle maintenance.	Uses NovusMed web-based software for reservation but also mentions requests taken via phone and dispatchers assigning trips manually and dispatch logs used to prepare monthly report. Vehicle maintenance schedule mentioned but no details as to software program or maintenance plan.

# Interview Comments

	RTW	VTs
<b>Understanding of FTA/ADA Requirements</b>	Staff assigned to keeping up with FTA requirements. Conducts regular self-imposed audits to ensure FTA compliance, reports meet FTA requirements.	No specific details as to level of experience.
<b>Ability to Perform Required Work</b>	Will be able to focus on CAT services only.	Managing several other agencies out of same office, same call center.
<b>Data Collection</b>	Demonstrated high level technologies capable of providing accurate data collection. Real-time data available to City staff. Detailed maintenance plan, inventory management, robust tracking and alert system for vehicle maintenance. High level technology used for vehicle maintenance.	Little mention of capabilities. No mention of vehicle maintenance data collection or software capabilities.
<b>Overall Quality</b>	Detailed, touched on all subjects.	Short presentation.

# Interview Comments Cont'd

	RTW	VTs
<b>Employee Training</b>	Extensive training based on regulatory compliance	In-house training, also extensive.
<b>Internal Operating Policies</b>	Organized, methodical operator.	Little discussion on internal policies.



# Recommendations

- Find the Agreement for Transit Operations and Maintenance Services is exempt from review under CEQA pursuant to Section 15061(b)(3) and 15301 of the CEQA Guidelines; and
- Authorize the City Manager to execute Agreement No. 2024-28 with RTW Management, Inc. for transit operations and maintenance services for a four-year term for an amount not to exceed \$11,866,219; or
- Reject all Proposals and direct staff to work with RATP to extend the term as permitted under the current agreement and return with an amendment.