

Appendix B:

SAMPLE AGREEMENT

The Yolo County Transportation District (YoloTD)

AND

(CONTRACTOR)

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This AGREEMENT for OPERATION AND MAINTENANCE OF FIXED-ROUTE BUS, MICROTRANSIT AND ADA PARATRANSIT SERVICES AND FACILITIES (Agreement) is entered into by and between the Yolo County Transportation District. A public transit district organized and existing pursuant to the Yolo County Transportation District Act, Public Utilities Code section 60000 et seq. (YoloTD), located at 350 Industrial Way, Woodland CA and _____ (CONTRACTOR), a _____ [STATE] Corporation located at _____ [INSERT ADDRESS] ("the Parties").

1. SCOPE OF SERVICES

This is an Agreement to provide transportation management, maintenance, and operations services, including management and technical personnel and other assets useful for the support of YoloTD transit operations. The CONTRACTOR agrees to provide these services to YoloTD in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of care, skill, efficiency, and judgment of contractors with expertise in providing transportation management, maintenance, and operation services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONTRACTOR's services will consist of the services set forth in the Request for Proposals dated _____, which is attached hereto and incorporated herein as Exhibit A, as supplemented by the CONTRACTOR's written proposal dated _____, attached hereto and incorporated herein as Exhibit B.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- Federal terms and conditions
- This contract
- Scope of Work
- Exhibits A and B (Price proposal)
- Insurance Requirements
- Fuel payment program

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

3. TERM OF AGREEMENT

The term of this Agreement will be for a three-year base term commencing upon

August 1, 2026 and ending on **July 31, 2029**. The CONTRACTOR will furnish YoloTD with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the solicitation documents.

YoloTD reserves the right, in its sole discretion, to exercise up to two, two-year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If YoloTD determines to exercise the option term(s), YoloTD will give the CONTRACTOR at least 30 days' written notice of its determination.

It is understood that the term of the Agreement, and any option term(s) granted thereto as specified herein, are subject to YoloTD's right to terminate the Agreement in accordance with Section 22 of this Agreement.

4. CONTRACTOR'S REPRESENTATIVE

At all times during the term of this Agreement, the Proposed General Manager _____ will serve as the primary staff person of the CONTRACTOR to undertake, render, and oversee all of the services under this Agreement. In the event that this position is vacated, CONTRACTOR shall work diligently to provide an interim General Manager within (10) working days while a permanent replacement is filled. Selection of replacements, both interim and permanent, shall be subject to approval by YoloTD's Executive Director or his/her designee

5. COMPENSATION

The CONTRACTOR agrees to perform all of the services set forth in Section 1 for a total not-to-exceed amount of _____, in accordance with Exhibits A and B (Price Proposal).

The CONTRACTOR's compensation will be based on the following two (2)-tier formula:

Tier 1. Variable Payment of a fixed hourly rate and fixed per-mile service, based on the CONTRACTOR'S price proposal (Exhibits A and B) referenced in Section 2 of the Agreement.

Rates for service shall be based on the quantity of service hours and miles YoloTD expects to deliver and will be based on the CONTRACTOR's price proposal referenced in Section 2 of the Agreement.

Tier 2. Payment of a fixed monthly rate per service month:

FY 2026/27 \$ _____
FY 2027/28 \$ _____
FY 2028/29 \$ _____

The monthly rate shall compensate CONTRACTOR for all work, including, but not limited, to all the cost elements assigned to CONTRACTOR in the Scope of Work, except those included in Section 5(A) of this Agreement.

Rates for service shall be based on the quantity of service hours YoloTD expects to deliver and will be based on the CONTRACTOR's proposal referenced in Section 2 of this Agreement.

Except as specifically provided elsewhere in this Agreement, the fixed hourly rates and fixed per-mile rates and the fixed monthly rate specified in Section 5(A) and Section 5(B) of this Agreement shall provide compensation for CONTRACTOR's provision of transit services defined in this Agreement.

A. Shortages and Delays. CONTRACTOR shall not be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of CONTRACTOR. Such events include, but are not limited to, the events listed in Section 24 below. However, CONTRACTOR shall not receive payment for the revenue vehicle mileage rate and only the mutually agreed direct and indirect monthly fee during the period of time that service is not provided. CONTRACTOR also grants YOLOTD the right to provide these services through other means on a temporary basis should CONTRACTOR be unable to perform said services.

B. Additional Services. Additional services outside normal operating hours shall be considered extra services. Additional services, as authorized in writing by YOLOTD or its designee, will be paid for on an individual basis at the hourly rate and per-mile rate as set forth in Cost Proposal Form 1, and will be billed separately from monthly invoices and shall be in excess of the not-to-exceed amount.

C. Prompt Payment to Subcontractors. CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 15 working days from the receipt of each payment the CONTRACTOR receives from YOLOTD. The CONTRACTOR agrees further to return retainage payments to each subcontractor within 15 working days after the subcontractor's work is satisfactorily complete. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following the written approval of YOLOTD. This clause applies to both DBE and non-DBE subcontractors.

6. MANNER OF PAYMENT

CONTRACTOR shall submit monthly invoices to YOLOTD for all platform-vehicle hour costs calculated as stipulated above, the fixed monthly rate, and reimbursements. Invoices should be submitted to YoloTD not later than the tenth (10th) day of the month following the month the service was provided. Monthly invoices should include mileage costs and record of service (live and deadhead) hours and service (live and deadhead) miles performed. CONTRACTOR will not be compensated for missed revenue vehicle hours during revenue service. All required reports and submissions as described in attached Scope of Work, shall be accurately completed and submitted to YOLOTD prior to payment of monthly fee.

Invoices shall be made in writing and delivered or mailed to YoloTD as follows:

Accounts Payable

All payments by YOLOTD shall be made in arrears after the service has been provided. YoloTD will endeavor to pay approved invoices within 30 calendar days of their receipt. YoloTD reserves the right to withhold payment to the CONTRACTOR if YoloTD determines that the quantity or quality of the work performed is unacceptable. YoloTD will provide written notice to the CONTRACTOR within 10 calendar days of YoloTD's decision not to pay and the reasons for non-payment. If the CONTRACTOR disagrees with YoloTD's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes YoloTD's decision to YoloTD within 30 calendar days of YoloTD's notice. If the CONTRACTOR does not provide written notice in accordance with this section, it waives all rights to challenge YoloTD's decision. Final payment will be withheld until the CONTRACTOR performs all required Agreement expiration or termination obligations.

The CONTRACTOR's taxpayer identification number (TIN) is _____ as evidenced by a completed Federal Form W-9.

7. NOTICES

Except for invoices submitted pursuant to Section 6, all notices or other communications relating to the day-to-day activities of the provided services will be exchanged between YoloTD's Executive Director or designee, and the CONTRACTOR's _____.

Notices informing the CONTRACTOR of YoloTD's decision to exercise Agreement options (that were exercisable in YoloTD's sole discretion) will be exchanged between YoloTD's _____ or designee, and the CONTRACTOR's _____ via electronic mail to: _____.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the Parties, by mailing the same postage prepaid, or by email, addressed as follows:

If to YoloTD: Executive Director

Email: _____

If to the CONTRACTOR:

Attn: _____

Email: _____

The address to which mailings may be made may be changed from time to time by notice mailed or emailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

8. OWNERSHIP OF WORK

A. General All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by the CONTRACTOR will be and are the property of YoloTD. YoloTD will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work will be immediately delivered to YoloTD. If any materials are lost, damaged, or destroyed before final delivery to YoloTD, the CONTRACTOR will replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to YoloTD. The CONTRACTOR agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or

violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

B. Intellectual Property Provisions [These provisions are subject to further revision or removal depending upon whether and what kind of third party software the selected contractor proposes to use in its provision of services]

i. Grant of License. The CONTRACTOR grants to YoloTD a perpetual, unlimited, royalty-free, non-exclusive and irrevocable license for YOLOTD (including without limitation its officers, directors, employees, and agents) to install, use, copy, modify, and maintain CONTRACTOR software, with no limitation on the number of sites or users. The CONTRACTOR will use only third-party software that has been expressly approved in writing by YoloTD. The CONTRACTOR will procure, maintain, and otherwise be responsible for all licenses for YoloTD, in YoloTD's name, for any such third party software. The CONTRACTOR will provide to YoloTD copies of such licenses, along with any related software or license documentation. To the extent that any other licenses or permissions are reasonably desirable or necessary for YoloTD to use the software, the CONTRACTOR will procure for YoloTD, in YoloTD's name, to the maximum extent reasonably negotiable—any such licenses and permissions.

All rights and licenses granted under or pursuant to this Agreement are and will be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property," as defined under Section 101 of the U.S. Bankruptcy Code. The Parties agree that YoloTD, as a licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code; however, nothing herein will be deemed to constitute a present exercise of such rights and elections.

ii. Patent and Copyright Warranties. The CONTRACTOR represents and warrants that any use of the software by YoloTD (or its officers, directors, agents, employees, or transit users) will not infringe or violate the patent, copyright, trade secret, or other intellectual property or proprietary rights of any third party.

The CONTRACTOR further represents and warrants that it has or will have all appropriate licenses, agreements, or ownership rights pertaining to all patent, copyright, trade secret, or other intellectual property or proprietary rights needed for the software—including without limitation that it will have all necessary rights to use patentable or copyrightable materials, equipment, devices, or processes not furnished by YoloTD used on or incorporated in the work under this Agreement. The CONTRACTOR assumes all risks arising from the use of any such patented or copyrighted materials, equipment, devices, or processes..

Precedence. In the event of any conflict between the provisions of this Section 8 and the provisions of any separate software license, escrow, or otherwise related agreement, Section 8 will take precedence.

9. CONFIDENTIALITY

Any YoloTD materials that the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") will be held in confidence by the CONTRACTOR, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONTRACTOR, its employees, subcontractors, subcontractors and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of YoloTD's Executive Director or designee.

10. USE OF SUBCONTRACTORS

The CONTRACTOR must not subcontract any services to be performed by it under this Agreement without the prior written approval of YoloTD, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subconsultants/subcontractors must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONTRACTOR will be solely responsible for reimbursing any subcontractors/subconsultants and YoloTD will have no obligation to them.

11. CHANGES

YoloTD may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any YoloTD conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, the CONTRACTOR will so advise YoloTD immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to YoloTD prior to the time that the CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive YoloTD approval for extra work prior to performing extra work may, at YoloTD's sole discretion, result in non-payment of the invoices reflecting such work.

12. RESPONSIBILITY: INDEMNIFICATION

The CONTRACTOR will indemnify, keep and save harmless YoloTD and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

A. Any injury to persons (including death) or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR or its employees, subcontractors, subconsultants, representatives or agents; and

B. Any allegation that materials or services provided by the CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party; and

C. Any disclosure, or alleged disclosure, of YoloTD PII, as defined in Attachment A; and

D. Any claim by CONTRACTOR, on behalf of an employee or subcontractor, or any employee or subcontractor of CONTRACTOR that he/she/it is or shall be deemed to be an employee of YoloTD for any purpose.

The CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against YoloTD or any of the other individuals enumerated above in any such action, the CONTRACTOR will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

Except as otherwise provided in this Agreement, YoloTD agrees to, and will, indemnify and hold the CONTRACTOR, and its directors, officers, agents, employees, representatives, insurers and attorneys (hereinafter, collectively, "CONTRACTOR Indemnitees") harmless from, and defend CONTRACTOR Indemnitees against any and all claims, demands, actions, causes of action, or damages of any kind whatsoever without regard to negligence of the CONTRACTOR (hereinafter referred to collectively as "Claims and Damages") which may arise from the CONTRACTOR's operation, maintenance, repair or use of buses or equipment or provision of its services as contemplated by this Agreement up to an annual aggregate limit of \$10 million (the "Liability Cap"). The CONTRACTOR will indemnify YoloTD and its Directors, Board members, Officers, Agents, Employees, representatives, insurers, and attorneys (hereinafter, collectively "Owner Indemnitees") against all such Claims and Damages exceeding the Liability Cap. Damages caused to vehicles within the bus yards, maintenance shops, satellite parking lots and other YoloTD facilities shall be the responsibility of CONTRACTOR and shall not be included in the Liability Cap.

Notwithstanding the foregoing, YoloTD shall have no duty to indemnify or hold the CONTRACTOR Indemnitees harmless from damages on account of the CONTRACTOR's Excluded Conduct, as hereinafter provided. This exception from YoloTD duty of indemnity hereunder on account of the CONTRACTOR's Excluded Conduct shall mean that: 1) in the case of an award after trial, or arbitration with third party claimants, YoloTD has no duty to indemnify CONTRACTOR Indemnitees for an award of Exemplary Damages against CONTRACTOR Indemnitees or for any compensatory damages awarded in conjunction with an award of Exemplary Damages, or 2) in the case of a negotiated

settlement, YoloTD duty to indemnify the CONTRACTOR Indemnitees does not include that portion of any settlement determined by the agreement of YoloTD and the CONTRACTOR to have been paid due to the probability that Exemplary Damages would be awarded against the CONTRACTOR had the matter been litigated. The term "Exemplary Damages" shall mean those for which there is clear and convincing evidence that the CONTRACTOR, its employer or agents have been guilty of oppression, fraud, or malice. For the purposes of this Agreement, the following definitions shall apply:

- a. Malice means conduct which is intended to cause injury to others or despicable conduct which is carried on with a willful and conscious disregard of the rights or safety of others.
- b. Oppression means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights.
- c. Fraud means an intentional misrepresentation, deceit, or concealment of a material fact with the intention of thereby depriving a person of property or legal rights or otherwise causing injury.

In any action where Exemplary Damages are sought or claimed, the CONTRACTOR shall be entitled, at its option and at its sole cost and expense, to participate in the defense and to appear on its own behalf, and shall further have the right in any such action to be informed of, and be consulted concerning settlement of such action, provided its consent to any such settlement shall not be required.

In an action where Exemplary Damages are awarded against CONTRACTOR Indemnitees after trial or arbitration with third parties, the CONTRACTOR will reimburse YoloTD for its reasonable costs of defense (including attorneys' fees). With respect to any settlement of any action in which Exemplary Damages were sought, if it has been determined by agreement of the parties that a portion of the settlement was paid due to the probability that Exemplary Damages would have been awarded had the matter been litigated ("Exemplary Damages Portion"), the CONTRACTOR shall reimburse YoloTD pro rata for its reasonable costs of defense (including attorney's fees) in the same ratio that the Exemplary Damages portion of the settlement bears to the total settlement as determined by the agreement of the parties.

Notwithstanding the other provisions of this Agreement, YoloTD shall have no duty to indemnify or defend CONTRACTOR Indemnitees for Claims and Damages involving: 1) passengers on buses other than buses in YoloTD Services; 2) property or equipment being used in service other than YoloTD Services; 3) accidents which arise out of bus service of the CONTRACTOR or of other entities (other than YoloTD Services); or 4) damages caused to YoloTD-owned vehicles within the bus yards, maintenance shops, satellite parking lots and other YoloTD facilities. The CONTRACTOR shall defend, indemnify and hold harmless Owner Indemnitees from any and all claims and damages involving numbered items one through four in the immediately preceding sentence.

CONTRACTOR shall indemnify and hold harmless Owner Indemnitees, and each of them, from and against any and all Claims and Damages: 1) arising out of ownership, operation, use, maintenance and/or control of vehicles (excluding buses) and any automobiles registered to or owned by CONTRACTOR in the provision of YoloTD Services; 2) arising from CONTRACTOR's obligations to its employees under Workers' Compensation and any

amendments or successor acts thereto; 3) in excess of the Liability Cap of such Claims and Damages arising from CONTRACTOR's operation, maintenance, repair or use of the buses and equipment or provision of YoloTD Services pursuant to this Agreement; 4) arising from CONTRACTOR's Excluded Conduct in those circumstances which would result in an exception to YoloTD duty of indemnification on account of Excluded Conduct as specified in Section (c) above; or 5) arising out of any release of hazardous materials in, on, about or adjacent to the CONTRACTOR's premises caused by an act or omission of the CONTRACTOR, its employees, contractors, agents, representatives, or invitees, occurring on or after the effective date of this Agreement. With respect to those matters referred to above, the CONTRACTOR shall also have the duty to defend as well as to indemnify and hold harmless YoloTD.

If any of the provisions herein above to indemnify a party against liability, loss or damage would be prohibited by or unenforceable under the law of the State of California for any reason, the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law. The provisions of this subsection shall under no circumstances be interpreted as limiting in any manner the obligations of any insurer under any insurance policy maintained by either party pursuant to provisions outlined in the Insurance Section of this agreement

13. INSURANCE

Refer to Appendix D, appended hereto, for the Insurance Requirements.

14. CONTRACTOR'S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR will be deemed to be an agent or employee of YoloTD. The CONTRACTOR is and will be an independent contractor and the legal relationship of any person performing services for the CONTRACTOR will be one solely between that person and the CONTRACTOR.

CONTRACTOR shall have full control of the work and the manner in which it is performed. CONTRACTOR's employees are not entitled to participate or be part of any pension plan, insurance, bonus, or any similar benefits that YoloTD provides its employees.

CONTRACTOR shall give each new employee hired for any part of YoloTD services the following written notice, which shall be signed by the employee and kept in the employee's file with a copy sent to YoloTD. The notice shall read:

"This is to advise that the (Contractor), your employer, is an independent Contractor providing Services under a contract with YOLOTD. The contract between the (Contractor) and YOLOTD is for a three-year term with four one-year option terms. You have been hired to assist with the provision of services under that contract. There is no guarantee that the options will be exercised or the contract renewed; therefore, the duration of your employment with (Contractor) may be affected or limited. Thus, you are on notice that the need for your employment derives from a service contract with YOLOTD that has a definite term and which may be terminated or will expire at some point in the future."

The CONTRACTOR will comply with all applicable laws, regulations, rules, and procedures, including, but not limited to, those regarding employer's liability, workers' compensation, unemployment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees. CONTRACTOR will indemnify and hold harmless YoloTD for any and all liability, damages, claims, costs (including reasonable attorneys' fees, and other expenses of whatever nature arising from alleged violations of such laws, regulations, rules, or agreements with labor organizations, or from any claims of subrogation provided for in such laws, regulations, rules or agreements or otherwise).

15. ASSIGNMENT

The CONTRACTOR must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of YoloTD.

16. LITIGATION SUPPORT

The CONTRACTOR must be willing to provide litigation support related to the performance of this Agreement, including serving as an expert witness if required by YoloTD. In the event that litigation relating to the performance of this Agreement arises, the CONTRACTOR will ensure that at least one individual has the appropriate expertise to act as an expert witness and will make that individual or individuals available to consult on issues related to litigation. The CONTRACTOR may additionally be required to form expert opinions, draft expert witness reports, and provide expert witness testimony for depositions and other legal proceedings, including mediation, arbitration, and trials.

17. YOLOTD WARRANTIES

YoloTD makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

18. YOLOTD REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of YoloTD, YoloTD's Executive Director, or such person or persons the Executive Director may designate in writing from time to time, will represent and act for YoloTD.

19. WARRANTY OF SERVICES

A. The CONTRACTOR warrants that its services will be performed in accordance with the standards of practices of comparable transportation management, maintenance, and operations services firms at the time the services are rendered.

B. In the event that any services provided by the CONTRACTOR hereunder are deficient because of the CONTRACTOR's or subcontractor's failure to perform said services in accordance with the warranty standards set forth above, YoloTD will report such deficiencies in writing to the CONTRACTOR within a reasonable time. YoloTD thereafter will have:

i. The right to have the CONTRACTOR re-perform such services at the CONTRACTOR's expense; or

ii. The right to have such services done by others and the costs thereof charged to and collected from the CONTRACTOR if, within 30 days after written notice to the CONTRACTOR requiring such re-performance, the CONTRACTOR fails to give satisfactory evidence to YoloTD that it has undertaken said re-performance; or

iii. The right to terminate the Agreement for default.

The CONTRACTOR will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

20. CLAIMS OR DISPUTES

The CONTRACTOR will be solely responsible for providing timely written notice to YoloTD of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is YoloTD's intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, the CONTRACTOR's failure to provide timely notice will constitute a waiver of the CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by YoloTD, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given YoloTD due written notice of a potential claim. The potential claim will set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by YoloTD, such notice will be given to YoloTD prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR will continue to work during the dispute resolution process in a diligent and timely manner as directed by YoloTD and will be governed by all applicable provisions of the Agreement. The CONTRACTOR will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONTRACTOR claim, the Parties will execute an Agreement modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

21. REMEDIES

In the event the CONTRACTOR fails to comply with the requirements of this Agreement in any way, YoloTD reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

22. TEMPORARY SUSPENSION OF WORK

YoloTD, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as YoloTD may deem necessary. The suspension may be due to the failure on the part of the CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONTRACTOR. The CONTRACTOR will comply immediately with the written order of YoloTD to suspend the work wholly or in part. The suspended work will be resumed when the CONTRACTOR is provided with written direction from YoloTD to resume the work.

If the suspension is due to the CONTRACTOR's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONTRACTOR, all costs will be at CONTRACTOR's expense and no schedule extensions will be provided by YoloTD.

In the event of a suspension of the work, the CONTRACTOR will not be relieved of the CONTRACTOR's responsibilities under this Agreement, except the obligations to perform the work that YoloTD has specifically directed the CONTRACTOR to suspend under this section.

If the suspension is not the responsibility of the CONTRACTOR, suspension of all or any portion of the work under this Section may entitle the CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements.

23. TERMINATION

A. Termination for Convenience. YoloTD may terminate this Agreement for convenience at any time by giving sixty (60) days written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If YoloTD terminates the Agreement for convenience, YoloTD agrees to pay the CONTRACTOR, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from YoloTD upon the effective date of termination, plus any costs reasonably necessary to effect the termination. The CONTRACTOR is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of YoloTD upon the effective date of the termination for convenience. The CONTRACTOR and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as YoloTD deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

B. Termination for Default. If the CONTRACTOR fails to perform any of the provisions of this Agreement, YoloTD may find the CONTRACTOR to be in default. After delivery of a written notice of default, YoloTD may terminate the Agreement for default if the CONTRACTOR 1) does not cure such breach within 7 calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in YoloTD's discretion, provide a plan to cure such breach which is acceptable to YoloTD within 7 calendar days. If the CONTRACTOR cures the default within the cure period but subsequently defaults again, YoloTD may

immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONTRACTOR or for appointment of a receiver for CONTRACTOR's property, YoloTD may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONTRACTOR may not commit itself to any further expenditure of time or resources. YoloTD agrees to remit final payment to the CONTRACTOR in an amount to cover only those sums actually due and owing from YoloTD for work performed in full accordance with the terms of the Agreement as of the effective date of termination. YoloTD is not in any manner liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of YoloTD upon the effective date of the termination for default.

C. The rights and remedies of YoloTD provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

24. LIQUIDATED DAMAGES

TIME IS OF THE ESSENCE IN THIS AGREEMENT. In accordance with Government Code Section 53069.85 and Section 5.2 of the Scope of Work, in the event that the CONTRACTOR fails to perform the services set forth in the Agreement, including but not limited to, failing to meet the schedule, maintenance, and other performance requirements, the Parties agree that YoloTD will incur damages that are difficult to ascertain. Accordingly, the CONTRACTOR agrees to pay, as liquidated damages and not as a penalty, the amounts described in Section 5 of the Scope of Work.

The CONTRACTOR agrees to pay these liquidated damages, and further agrees that YoloTD may deduct this amount from monies due or that may become due to the CONTRACTOR if not paid within twenty calendar days of written demand by YoloTD. The CONTRACTOR agrees that the amount YoloTD owes to the CONTRACTOR under the Agreement will be reduced as compensation to YoloTD for those financial injuries in performance to which they relate.

The assessments detailed in this Section in no way relieve the CONTRACTOR of its obligation to satisfy each requirement under the terms of the Agreement. Each assessment shall stand on its own and the application of one shall in no way affect the application of any or all-remaining assessments. YoloTD may periodically review and adjust performance standards and damage assessment values to reflect actual conditions or experience.

YoloTD's Director of Transit Operations will monitor service performance. Any damage assessment will be computed **monthly** through identification of a specific failure to meet a service requirement. YoloTD, in its sole discretion, may elect not to impose an assessment. YoloTD's election not to impose or collect any assessment in any one instance will not act as a waiver to YoloTD's right to make such future assessment.

The CONTRACTOR will be granted an extension of time and will not be assessed with liquidated damages for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by YoloTD to be beyond the reasonable control of the CONTRACTOR, provided the CONTRACTOR notifies the Director of Transit Operations in writing of the causes of delay within five calendar days from the beginning of any such delay. The Director of Transit Operations will ascertain the nature of the delay and determine whether an extension of time is warranted, which determination will be final and conclusive. The CONTRACTOR has the burden of proof that the delay was beyond its control.

The liquidated damages set forth in this Section will be YoloTD's exclusive remedy for any damages resulting from the CONTRACTOR's failure to meet the deadlines set forth in the Agreement, including the Scope of Work.

A recurring pattern of below service standard performance may be subject to Termination for Convenience or Termination for Default procedures.

25. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONTRACTOR and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONTRACTOR and its subcontractors/subconsultants will permit YoloTD, the Metropolitan Transportation Commission, the State Comptroller, FTA, the U.S. DOT Office of Inspector General, and the Comptroller General of the United States, or any of their authorized representatives to inspect, examine, take excerpts from, transcribe, and copy the CONTRACTOR's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will also provide such assistance as may be required in the course of such audit. The CONTRACTOR will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement. **CONTRACTOR shall submit quarterly an un-audited report of actual expenditures (both direct and indirect costs) per the Uniform System of Accounts.**

If, as a result of the audit, it is determined by YoloTD's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONTRACTOR agrees to reimburse YoloTD for those costs within sixty (60) days of written notification by YoloTD.

Audit Settlement. At any time, YOLOTD may, at its own cost, conduct or have conducted an audit of the CONTRACTOR. If the audit determines that YoloTD dollar liability for CONTRACTOR's services is less than payments made by YOLOTD to CONTRACTOR, then CONTRACTOR will pay the difference in cash to YOLOTD, or, at YoloTD option, credit such overpayment against any future amounts owed by YOLOTD to CONTRACTOR. If the audit determines that YOLOTD's dollar liability for services provided under the contract is more than payments made by YOLOTD to CONTRACTOR, then YOLOTD will pay the difference to CONTRACTOR in cash.

26. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONTRACTOR agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONTRACTOR shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as YoloTD deems appropriate.

27. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The following EEO clause is added pursuant to 41 C.F.R, Chapter 60, subject to any amendments or changes that may be enacted to such regulations and with the clarification the Executive Order 11246 was revoked by Executive Order 14173 and revisions to these specific requirements are anticipated. Contractor agrees to comply with all federal directives, regulations, and laws as they may be amended during the term of this Contract.

During the performance of this Agreement, the CONTRACTOR agrees as follow:

The Contractor will not discriminate against any employee or applicant for employment because of r of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information.

unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by YoloTD's Procurement Officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by YoloTD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONTRACTOR's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

28. ADDITIONAL NONDISCRIMINATION PROVISIONS

The CONTRACTOR shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of any Party, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. The CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of the other Party's employees and agents, and recipients of services are free from such discrimination and harassment.

The CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.).

29. **CONFLICT OF INTEREST**

A. General. Depending on the nature of the work performed, a CONTRACTOR of YoloTD may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA) and California law that govern YoloTD's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, the CONTRACTOR and its employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under YoloTD's Conflict of Interest Code. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by YoloTD.

No person previously in the position of director, officer, employee or agent of YoloTD during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before YoloTD, or any officer or employee of YoloTD, for a period of one (1) year after leaving office or employment with YoloTD if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest. The CONTRACTOR will take all reasonable measures to preclude the existence or development of an organizational conflict of

interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to YoloTD; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The CONTRACTOR will not engage the services of any subcontractor or independent consultant on any work related to this Agreement if the subcontractor or independent consultant, or any employee of the subcontractor or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

CONTRACTOR shall not divert any revenues, passengers or other business from YoloTD project to any taxi, transportation network company (TNC), or other transportation operation of CONTRACTOR unless specifically agreed to in writing by YOLOTD. CONTRACTOR shall not use any vehicle, equipment, personnel, or other facilities that are dedicated to YOLOTD for performing services under this Agreement, for any use whatsoever other than provided for in this Agreement.

If at any time during the term of this Agreement the CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the CONTRACTOR immediately will provide YoloTD with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The CONTRACTOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, YoloTD becomes aware of an organizational conflict of interest in connection with the CONTRACTOR's performance of the work hereunder, YoloTD will similarly notify the CONTRACTOR.

In the event a conflict is presented, whether disclosed by the CONTRACTOR or discovered by YoloTD, YoloTD will consider the conflict presented and any alternatives proposed and meet with the CONTRACTOR to determine an appropriate course of action. YoloTD's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, the CONTRACTOR must maintain lists of its employees, and the subcontractors and independent consultants used and their employees. The CONTRACTOR must provide this information to YoloTD upon request. However, submittal of such lists does not relieve the CONTRACTOR of its obligation to assure that no organizational conflicts of interest exist. The CONTRACTOR will retain this record for five (5) years after YoloTD makes final payment under this Agreement. Such lists may be published as part of YoloTD's future solicitations.

The CONTRACTOR will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. The CONTRACTOR will monitor and enforce these policies and will require any subcontractors and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONTRACTOR to damages incurred by YoloTD in addressing organizational conflicts that arise out of work performed by the CONTRACTOR, or to termination of this Agreement for breach.

30. SUBSTANCE ABUSE PROGRAM

YoloTD adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. Pursuant to these regulations, YoloTD requires that contractors who “stand in the shoes” of YoloTD are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. The CONTRACTOR is required to comply fully with all Department of Transportation (DOT) and Federal Transit Administration (FTA) regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The CONTRACTOR’s policy, testing program and training must comply with these regulations: 49 CFR Part 655, (*“Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations”*) and 49 CFR Part 40, (*“Procedures for Transportation Workplace Drug and Alcohol Testing Procedures”*).

The CONTRACTOR will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for YoloTD to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees will also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The CONTRACTOR must notify YoloTD’s Project Manager immediately of any violation of the regulations or failure to test.

Any employee of the CONTRACTOR found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

If the CONTRACTOR utilizes its own pre-established program or a third-party administrator’s program, the CONTRACTOR must fully cooperate with YoloTD in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that YoloTD requires of the CONTRACTOR. The CONTRACTOR further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems (MIS) reports before March 1st (for the prior calendar year) to YoloTD. The CONTRACTOR agrees that all records produced and maintained in the performance of the program are subject to review by YoloTD in a facility not more than 100 miles away. Further, the CONTRACTOR may be required to submit quarterly MIS reports to YoloTD.

The CONTRACTOR agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of the CONTRACTOR’s substance abuse policy; and (3) the name of its third-party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by YoloTD, may result in the Agreement being terminated for default.

31. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

The CONTRACTOR consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against YoloTD, its directors, officers, employees, and agents, for the disclosure of such information. If the CONTRACTOR did not include a confidentiality index in its proposal, YoloTD will have no obligation to withhold any information from disclosure and may release the information sought without liability to YoloTD.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, YoloTD may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If YoloTD determines that information in the confidentiality index is not exempt from disclosure, YoloTD will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

The CONTRACTOR agrees to indemnify, defend, and hold harmless YoloTD, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONTRACTOR fails to accept a tender of a defense, YoloTD reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

32. ADDITIONAL REQUIREMENTS.

The following additional requirements apply to and are incorporated into this Agreement:

A. Federal Requirements. This Agreement is subject to financial assistance from the U.S. Department of Transportation, Federal Transit Administration. The CONTRACTOR agrees to comply with all of the provisions in Attachment C, FTA Clauses.

B. Management. During the term of this Agreement, CONTRACTOR shall provide sufficient executive administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof, and described in Section 1. All management personnel to be employed must be committed exclusively to the performance of work on YoloTD project and shall not perform any other services for CONTRACTOR or other entity. Management personnel shall be full-time employees of CONTRACTOR.

C. Medical Assistance to Passengers. CONTRACTOR's employees shall 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 and may proceed immediately to a medical facility for help, on the instructions of dispatcher.

D. Uniforms. CONTRACTOR shall purchase uniforms as specified by YOLOTD for all employees and shall require the employees to wear them. The design, type and logo of the uniforms shall be subject to YoloTD approval. Uniforms shall include, but

not be limited to shirts, pants and jackets. Drivers shall be required to maintain neat and clean appearances while on-duty.

E. Transportation Data Reporting. CONTRACTOR must collect and report operating and financial data to YOLOTD in accordance with the California Public Utilities Code, Chapter 4, Section 99243, and California Code of Regulations, Title 21, Division 3, Chapter 2, as required under California Transportation Development Act, and of the Uniform Financial Accounting and Reporting Elements (FARE) as required under FTA National Transit Database (formerly known as Section 15 of the Urban Mass Transportation Act of 1964).

F. Worker's Compensation. CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and will comply with such provisions before commencing the performance of the work of this Agreement.

G. 13(c) Agreement. As applicable to the performance of this Agreement, CONTRACTOR agrees to be bound by the terms of the 13(c) Agreement between YOLOTD and Amalgamated Transit Union, Local 1225, dated July 20, 1990, and the 13(c) Agreement between YOLOTD and the Brotherhood of Teamsters and Auto Truck Drivers, Local 70, dated March 23, 1990.

H. Employee Protection. CONTRACTOR will be exclusively responsible for satisfaction of all obligations that may be owed its employees, whether derived from statute, regulation or agreement, both during and subsequent to the term of the Agreement.

As further consideration for the compensation to be paid by YoloTD to the CONTRACTOR for the provision of services called for by this Agreement, the CONTRACTOR agrees to, and will, defend, indemnify and hold harmless YoloTD, and its board members, officers, agents and employees, from and against the payment of any dismissal allowances, displacement allowances or any other cost, benefit, or expense, including attorney's fees, arising from any claims, demands or liability under Sections 13(c), 15(n)(1) or any other provision of the Federal Transit Act, (49 USC 5300 et seq.) as said law now exists or hereafter may be amended, or under any comparable provision of federal, state or local law, or pursuant to the terms of any collective bargaining agreement to which the CONTRACTOR is a party or pursuant to any personnel policies adopted by the CONTRACTOR pertaining to its employees, asserted against YoloTD for the dismissal, displacement, or other alleged injury owed to any employee of the CONTRACTOR, during or subsequent to the term of the Agreement and any option period or carry over term.

I. Rights of YOLOTD Upon Termination or Expiration of Agreement and Waiver of Claims. Upon expiration or earlier termination of the Agreement, YoloTD will have the right to provide the service by means of its own employees, buses and equipment, or pursuant to a contract with other carrier(s), or otherwise, along the routes operated by the CONTRACTOR as provided in the Agreement. The CONTRACTOR agrees to forever waive any claim, of any sort or nature, against YoloTD based upon YOLOTD's operation, or contracting for the operation, of the services or any portion of it.

In addition, as further consideration for the compensation to be paid by YoloTD to the CONTRACTOR for the provision of services called for by the Agreement, the

CONTRACTOR will waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Act as it now exists or hereafter may be amended, or to existing systems under the provisions of Sections 103000 et seq. of the California Public Utilities Code as said provisions now exist or hereafter may be amended. The CONTRACTOR also hereby forever waives any claims of unfair competition that it might otherwise assert, and forever waives any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of law.

J. Non-Employee Picketing. If employees of one party picket facilities of the other party in connection with a labor dispute between such employees and the employing party, the employing party will reimburse the other party for expenses incurred by the latter in attempt to terminate such picketing.

K. Non-Exclusivity of Agreement. This Agreement is not, and will not be construed to be, the sole contract for operations, maintenance or repairs into which YoloTD may enter during the term of the Agreement or as it may be extended. YoloTD reserves the right to provide public transit service anywhere within YoloTD's authorized service area, by its own employees and equipment or pursuant to a contract with other parties during the term of this Agreement.

L. Title to Supplies and Equipment. Title to supplies and equipment is described below:

i. YoloTD Beginning Inventory. CONTRACTOR shall agree to purchase YoloTD bus parts, components, and supplies, oil, lubricants, cleaning supplies, antifreeze, batteries, and other consumable items at YoloTD cost upon the execution of this Agreement. YOLOTD reserves the right to purchase any portion of the ending inventory from the CONTRACTOR. Payment will be reconciled on the last day of this Agreement.

ii. CONTRACTOR's Inventory. Bus parts and supplies shall be purchased by the CONTRACTOR and will be the property of the CONTRACTOR. The CONTRACTOR shall maintain a reasonable spare inventory. At all times, the CONTRACTOR shall maintain a complete and accurate inventory listing, including item name and description, purchase price, quantity, and location of each part.

M. Liaison. CONTRACTOR shall assist and cooperate with YOLOTD in meeting the objectives of providing quality public transportation services. CONTRACTOR shall perform close liaison activities, coordination and cooperation with YOLOTD on matters related to operations, monitoring, reporting and service performance measurements.

N. Failure to Perform. YOLOTD recognizes that the operation of a public transit service is subject to circumstances and variables beyond the control of CONTRACTOR. However, a properly run service will take steps to reasonably accommodate such circumstances without compromising the safety or reliability of the service.

YOLOTD and CONTRACTOR will monitor service performance to ensure that strict adherence of routes and schedules are being maintained. If performance is found to be substandard, YOLOTD may request, in writing, adequate assurance of performance.

CONTRACTOR understands that continual substandard performance such as service runs departing ahead of schedule, missed service runs, service runs departing scheduled stops fifteen minutes or more after the scheduled time, frequent accidents and safety violations, frequent vehicle failure and frequent public complaints regarding driver behaviour, or dirty vehicles are grounds for termination of this Agreement.

33. ENGINE AND FLEET REGULATIONS.

Vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

The CONTRACTOR, and all subcontractors, are considered the fleet owner and operator, and CONTRACTOR is solely responsible for compliance with all provisions of the CARB engine and fleet regulations and the payment of any fines or penalties imposed by CARB or the U.S. Environmental Protection Agency (EPA) resulting from the CONTRACTOR's non-compliance. The CONTRACTOR shall indemnify, hold harmless, and defend (with legal counsel chosen by YoloTD at the CONTRACTOR's expense) YoloTD against any violation notices issued, or enforcement actions brought, by CARB or EPA involving the CONTRACTOR's non-compliance.

34. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Agreement or to determine the rights of the Parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

35. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

Neither YoloTD review, approval, or acceptance of payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of the Agreement, and the CONTRACTOR shall be and remain liable to YOLOTD in accordance with applicable laws for all damages to YoloTD caused by the CONTRACTOR's negligent acts, errors or omissions in the performance of any of the services furnished under this Agreement.

36. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as

possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.

37. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the Parties.

38. APPLICABLE LAW AND VENUE; COMPLIANCE WITH LAWS

This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. At all times, the CONTRACTOR and its employees must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of YoloTD. YoloTD will not be responsible or liable for the CONTRACTOR's violations of said laws. The CONTRACTOR's personnel will have exclusive control of the equipment and facilities employed in furnishing the services. The CONTRACTOR will, at its sole cost, defend, indemnify and hold harmless YoloTD from all costs, expenses (including attorneys' fees), losses, claims, demands, actions or liability arising out of or resulting from the failure of CONTRACTOR or its employees to adhere to the terms of this Section.

Venue of any suit, right or cause of action arising under or in connection with this Agreement shall be exclusively in Yolo County, California.

39. RIGHTS AND REMEDIES OF YOLOTD

The rights and remedies of YoloTD provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

40. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

41. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the complete Agreement between the Parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and YoloTD. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

Yolo County Transit District :

CONTRACTOR: (See footnote below)*

Signature: _____

Print: _____

Title: Executive Director

Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Attorney for YoloTD

* Note: If Contractor is a Corporation, this Agreement must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

(1) the President, Vice President, or Chair of the Board; and

(2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation's bylaws).

If the Contractor is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to YoloTD indicating the individual's YoloTD to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.
