

**CITY OF RIVERSIDE
SUBCONTRACT SERVICES AGREEMENT**

RIVERSIDE TRANSIT AGENCY

Operations, Staffing, and Maintenance of Ohmio Shuttle Pilot Program

THIS SUBCONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and RIVERSIDE TRANSIT AGENCY, a joint powers agency ("Contractor").

RECITALS

WHEREAS, the City entered into an agreement with Ohmio, Inc. ("Ohmio") on November 30, 2023 for, among other things, the City's purchase or lease of three all-electric autonomous shuttles ("Ohmio Shuttles") and related training and maintenance of such shuttles ("Ohmio Agreement"); and

WHEREAS, the City reserved the right to assign and/or subcontract any right, interest, or obligation in or under the Ohmio Agreement to any other entity at any time and upon such assignment or subcontract, Ohmio's obligations to the City in or under the Ohmio Agreement is transferred to such assignee/subcontractor; and

WHEREAS, the City and Contractor desire to subcontract operations, staffing, and maintenance of Ohmio Shuttles to Contractor.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

TERMS

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Operations, Staffing, and Maintenance of a Ohmio Shuttle Pilot Program ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect from the date first entered above through December 31, 2026, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed Five Hundred Thousand Dollars (\$500,000.00), unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a quarterly basis in accordance with the provisions of

the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** If applicable, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or

to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** The City shall indemnify and hold harmless Contractor, and the Contractor's employees, officers, managers, and agents from any liability, claim, damage or action whatsoever, arising out of this Ohmio Shuttle Pilot Program, except that Contractor shall be responsible to indemnify, hold harmless or defend the City for any liability, claim, damage or action whatsoever, arising out of or relating to gross negligence or willful actions by the Contractor's Safety Operator(s) or arising from Contractor's Maintenance staff(s) failure to comply with the maintenance program protocols agreed to by both parties. With respect to any action or claim subject to indemnification herein by City or Contractor, City or Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the other Party. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. **Insurance.**

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code

of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following

provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.
- (9) Termination or expiration of the Agreement between the City of Riverside and Ohmio.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. Contractor is aware of and stipulates that Contractor will also comply with California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR, when applicable. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

City Manager's Office
City of Riverside
Attn: Rafael Guzman
3900 Main Street
Riverside, CA 92522

To Contractor

Riverside Transit Agency
Attn: Kristin Warsinski
1825 3rd Street
Riverside, CA 92507

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

25. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5,

and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

26. **Interpretation.** City and Contractor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

26.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

26.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

26.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

27. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel
Exhibit "D" - Communication Protocol

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

RIVERSIDE TRANSIT AGENCY,
a joint powers agency

By: _____
City Manager

By: Kristin Gersinski
Print Name: Kristin Gersinski
Title: CEO

Attest: _____
City Clerk

and
Approved as to Form:

Certified as to Availability of Funds:

By: Barbara Raileanu
Print Name: Barbara Raileanu
Title: General Counsel

By: [Signature]
for Chief Financial Officer

Approved as to Form:

By: [Signature]
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

1. Contractor Responsibilities

- 1.1 Day-to-day operation and management of services described in this Agreement, in compliance with all applicable local, county and federal laws and regulations.
- 1.2 Maintain operating and service facilities adequate to support the continued operation of the services described in this Agreement. Facilities shall include location to store vehicles/shuttle securely with appropriate electric vehicle chargers.
- 1.3 Schedule and dispatch all safety operators and vehicles.
- 1.4 Supply safety operators, operations personnel with expertise necessary to operate the services.
- 1.5 Operate vehicles that are free of graffiti, glass and body damage.
- 1.6 Provide and maintain an administrative telecommunications system.
- 1.7 Supply properly qualified mechanics, who have successfully completed service and maintenance training by Ohmio or training equivalent to such as agreed upon by all parties, for maintenance of electric autonomous shuttle vehicles.
- 1.8 On-going maintenance and supervision of all personnel (safety operators, dispatchers, road supervisors, training and office personnel) including hiring, testing, training, supervision and evaluation.
- 1.9 Distribute service-related information including RTA ride guides, rider alerts or other agreed upon information from the City or Ohmio to riders as needed.
- 1.10 Maintain compliance with Americans with Disabilities Act (ADA).
- 1.11 All safety sensitive employees shall undergo a pre-employment drug test and ongoing drug/alcohol tests as required by FTA/DOT during their employment.
- 1.12 Provide administrative and vehicle storage facilities sufficient to support the operation of the services.

2. Vehicles

- 2.1 CONTRACTOR shall be responsible for three vehicles/shuttles to perform transportation service for the CITY. Vehicles will be provided by the CITY through a lease/purchase from Ohmio.
- 2.2 CONTRACTOR and CITY shall have the ability to display advertising of CONTRACTOR and CITY related content both within and externally on the Shuttles. Advertising on and within the Shuttles shall be reviewed by both parties prior to its display. There will be no private advertising on the Shuttles per RTA's current advertising policy.

3. Safety Operators

- 3.1 CONTRACTOR shall recruit and train a sufficient number of safety operators to provide services described in this Agreement. CONTRACTOR shall also maintain a sufficient number of back-up safety operators to meet all contingencies

- without disrupting transit services. CONTRACTOR shall endeavor to hire and train qualified safety operators and minimize safety operator turnover.
- 3.2 Safety Operator shall be trained per a mutually agreed upon training program.
 - 3.3 Safety operators recruited for operation of services shall meet the following qualifications:
 - 3.3.1 Safety operators must be legally licensed to operate a shuttle in the State of California with a valid Class B license with passenger and air brake endorsements, as well as maintain valid medical certificate and any other licenses or certificates required by federal, state and local regulations.
 - 3.3.2 Safety operators must be in good standing with the DMV and not have more than three (3) moving violations within the three-year period preceding operating of the City service. No Safety operator who has had their driver's license revoked or suspended within the past five years shall be assigned to this Agreement.
 - 3.3.3 Safety operator candidates must be able to speak, understand, read and write English.
 - 3.3.4 Safety operators must undergo and pass a physical exam as well as drug and alcohol screening at a facility approved with federal regulations.
 - 3.3.5 Safety operators are required to treat all passengers with respect and courtesy.
 - 3.3.6 Safety operators must be in full uniform while in service, and uniform must be in good condition and conformance with RTA requirements.
 - 3.4 CONTRACTOR shall be responsible for all safety operator assignments consistent with the scheduling of service, including, but not limited to, run cutting, rostering, safety operator and vehicle relief coordination and scheduling days off.
 - 3.5 The CONTRACTOR's personnel wages and benefits, work hours, lunch periods and required breaks shall be established in compliance with local, county, state, and federal regulations.
 - 3.6 Safety Operator Tools
 - 3.6.1 CONTRACTOR shall ensure all necessary operating equipment (i.e., road safety kit and spill kit) is carried by the safety operators. Safety operators are required to be equipped with an operable and accurate time piece at all times.
 - 3.7 Removal of Safety Operators
 - 3.7.1 CONTRACTOR will address any performance or misconduct-related issues through the procedures set for in its MOU and Operator Rules and Regulations
 - 3.8 Safety Operator Feedback
 - 3.8.1 Because safety operators are the first line in the field, safety operator feedback about schedules, customer needs, vehicle maintenance and working conditions is imperative. CONTRACTOR shall have ongoing mechanisms to capitalize on safety operator feedback.
 - 4. Vehicle/Shuttle Assignment and Dispatching
 - 4.1 CONTRACTOR shall be responsible for dispatching and assignment of vehicles consistent with the scheduling of service.

4.2 Required Personnel

- 4.2.1 CONTRACTOR shall provide qualified and fully trained personnel to:
 - 4.2.1.1 Schedule and assign safety operators and vehicles in accordance with the service hour schedules and scheduled trips for each day.
 - 4.2.1.2 Assist safety operators while they are in service to carry out assigned trips on-time and monitor the performance of scheduled trips.
 - 4.2.1.3 Adjust the number of shuttles in service as needed to ensure on-time performance in the most safe and efficient manner; and
 - 4.2.1.4 Ensure that unanticipated service demands, passenger incidents, vehicle incidents, other events and general service delivery are handled in accordance with CITY and RTA communication procedures in Exhibit D.
- 4.2.2 CONTRACTOR's dispatch personnel shall provide continuous monitoring of radio or other communications equipment during all hours that CONTRACTOR's vehicles are out of the yard and shall staff the Window Dispatch function. CONTRACTOR's Dispatch personnel shall be available on a daily basis. CONTRACTOR shall ensure the dispatcher staff remains on-duty from 30 minutes prior to the time the first vehicles leaves the yard until the last vehicle returns to the yard.

4.3 Dispatch Log

- 4.3.1 CONTRACTOR's dispatch staff will create and maintain a Dispatch Log for each day of the operation, which records the basic services provided on that day and, particularly, any and all accidents, incidents, road calls and other unforeseen events, which occur and any response taken. This Dispatch Log shall be a computer record and may be a single record for the CONTRACTOR's operation or multiple records kept by individual dispatchers.

5. Maintenance and Repair

- 5.1 CONTRACTOR shall be responsible for all maintenance and repair work identified and agreed upon by the CONTRACTOR and Ohmio, to keep all vehicles in safe, reliable, and working order.
- 5.2 Maintenance personnel must have certifications or be tested in the followed areas:
 - 5.2.1 Air conditioning, brakes, electrical, batteries, steering, transmission and suspension.
 - 5.2.2 Ability to:
 - 5.2.2.1 Perform complete, reliable and safe inspections;
 - 5.2.2.2 Use test equipment effectively;
 - 5.2.2.3 Obtain precision measurements as required;
 - 5.2.2.4 Diagnose and perform repairs on systems as necessary;
 - 5.2.2.5 Complete the necessary paperwork associated with the job.
- 5.3 Special Qualifications
 - 5.3.1 Experience in DMV and CHP certification requirements;
 - 5.3.2 In good standing with DMV;
 - 5.3.3 Show evidence all mechanics have passed state required brake training; and

- 5.3.4 Air conditioning certified.
- 5.4 Preventive Maintenance
 - 5.4.1 Preventive maintenance on service vehicles must be performed in accordance with vehicle manufacturer's recommended Preventive Maintenance (PMI) Inspection Intervals, must comply with CHP terminal inspection requirements and must include a comprehensive PMI program defined by Ohmio, with maximum 2000/4000 minor/major inspection intervals. Vehicles not in good repair and/or working order, or, having traveled more than 3,000 miles since its last preventative maintenance inspection, shall not be used in service until they are in compliance.
 - 5.4.2 CONTRACTOR shall develop a preventative maintenance plan and maintain records which detail the work performed for each vehicle inspection. These records shall be available for review by the CITY.
- 6. Service Schedules
 - 6.1 Development and distribution of service schedules, routes and public timetables are the responsibility of CONTRACTOR. CONTRACTOR shall provide the City with the schedule, showing all trips, time points, stops, layovers, total scheduled miles and hours.
 - 6.2 In the event that major service level changes are required from the service levels specified by the CONTRACTOR, the CONTRACTOR will notify the City.
- 7. Communication Procedures
 - 7.1 Telephone communication
 - 7.1.1 CONTRACTOR shall maintain a line for the City and safety operators to contact dispatch in the event radio communications fail to work. CONTRACTOR shall provide City Project Manager with an emergency contact telephone number valid 24 hours a day.
 - 7.2 Radio Communications
 - 7.2.1 Voice radio communications equipment or other two-way communications system, services and maintenance shall be provided by CONTRACTOR for the service vehicles, dispatching personnel and Road Supervisors. CONTRACTOR may select the type of communication system to be used, but it should provide at a minimum the same level of coverage afforded by the use of a radio communications system.
- 8. Dress and Appearance Standards
 - 8.1 CONTRACTOR shall provide a uniform to be worn by all safety operators when on duty.
 - 8.2 CONTRACTOR's safety operators shall convey a professional image to that of the RTA's employees.
- 9. Personnel Policies
 - 9.1 CONTRACTOR shall have in effect personnel policies that conform to all state and federal laws including, but not limited to, all regulations concerning Equal Employment opportunities, FTA Drug and Alcohol Regulations, Family Medical

Leave (FMLA), compensation, worker's compensation and other regulations as appropriate.

10. Training

10.1 Vehicle Operator Training Requirements

10.1.1 CONTRACTOR shall be responsible for ensuring all safety operators are trained per a mutually agreed upon training program.

10.1.2 CONTRACTOR shall be responsible for the provision of qualified training staff to conduct training.

10.2 Operating Training Standards.

10.2.1 CONTRACTOR shall design, schedule and conduct ongoing training procedures, which will train and prepare all safety operators assigned to City's Agreement in a manner that confirms to all federal, state and local laws and ensures City's operational objectives detailed below are met.

10.2.1.1 Provide services which are safe and reliable and that are in accordance with the requirements stated herein;

10.2.1.2 Provide services which will maximize customer service in a professional manner; and

10.2.1.3 Provide services in a manner, which will maximize productivity and performance.

10.2.2 CONTRACTOR is responsible for a safety operator training course meeting the requirements of federal, state and local standards for coach operators providing public service according to RTA's existing training program as well as specific training on operating the Ohmio Shuttles.

10.2.3 CONTRACTOR shall maintain a list of safety operators who have completed the required training program for operation of the shuttle services. After each service change, the CONTRACTOR will provide the following information to the City Project Manager related to all operators assigned to operate the shuttles:

10.2.3.1 Badge number;

10.2.3.2 Hire date;

10.2.3.3 Date of completion of training to operate shuttles; and

10.2.3.4 DMV registration expiration

10.2.4 CONTRACTOR shall maintain a record of all training completed by each safety operator and must provide a copy of these records upon request of the CITY or other compliance agency (DMV, CHP).

10.2.5 CONTRACTOR shall be responsible for adopting any and all changes to their safety operators training in the event of federal, state and local law change affecting safety operators.

11. Compliance with State and Federal Regulations

11.1 Motor Vehicle Codes

11.1.1 CONTRACTOR shall full comply with State and Federal Regulations including regulations pertaining to licensing and operation of vehicles in the

California Vehicle Code, California Administrative Code, and the Federal Motor Carrier Safety Regulations.

11.1.2 CONTRACTOR shall comply with the requirements of the Drug Free Workplace Act.

11.1.3 CONTRACTOR shall comply with OSHA requirements including the requirement to develop and implement an employee injury prevention safety plan.

11.1.4 CONTRACTOR shall comply with the Americans with Disabilities Act.

11.2 Federal and State Permitting

11.2.1 CONTRACTOR shall collaborate, assist, and partner with City and Ohmio to obtain all required federal and state permits to operate/deploy the Shuttles.

11.2.2 CONTRACTOR shall be the service operator for federal and state permits, as may become necessary for this pilot program. Ohmio will be the signatory for all permits.

12. Vehicle/Shuttle Cleanliness Requirements

12.1 To ensure high quality service for customers and improve vehicle life, it is imperative that vehicles remain clean and free from body damage.

12.2 Daily Vehicle Cleanliness Standards

Vehicle cleanliness shall be conducted on a daily basis to ensure a positive image.

At a minimum, the daily cleaning will consist of:

12.2.1 Clean inside of all windows, removing all dust fingerprints and head prints.

12.2.2 Remove all dust from seats, dashboards, wheel wells, rails and ledges.

12.2.3 Sweep all floor areas, mop all liquid spills

12.2.4 Ensure shuttle is free of all paper, gum and debris, etc.

12.2.5 Repair all damaged seats.

12.2.6 Daily removal/repair of graffiti.

12.2.7 Wash vehicle exterior; ensure windows remain free of spotting.

13. Shuttle Route

13.1 CONTRACTOR shall work collaboratively with OHMIO and City to:

13.1.1 Select routes and stops.

13.1.2 Apply to DMV for route approval.

13.1.3 Follow approved routes.

13.1.4 Create a route map and stop schedule to publish.

EXHIBIT "B"

COMPENSATION

The City and RTA agree to spend up to \$500,000 each for the life of the pilot program, to be applied to Operations, Storage, Charging, Maintenance and Other Mutually Agreed Upon Expenses. Cumulative pilot program expenses that exceed \$1,000,000 will need to be renegotiated and mutually agreed upon by both parties. Upon execution of the Agreement, the following payment terms will apply.

- City shall pay RTA \$50,000 for start-up and training expenses.
- RTA shall pay up to \$50,000 for start-up and training expenses that exceed the first \$50,000 provided by the City.
- The City shall pay RTA \$56,250 each quarter for eight quarters to cover on-going pilot program expenses.
- RTA shall pay up to \$56,250 each quarter for eight quarters to cover on-going pilot program expenses that exceed the first \$56,250 provided each quarter by the City.
- City shall pay RTA within 60 days after receiving an invoice related to the pilot program.

EXHIBIT "C"

KEY PERSONNEL

City

Route Lead: Nathan Mustafa, Deputy Director of Public Works, or designee

Project Manager: Jennifer Lilley, Director of Community & Economic Development, or designee

Ohmio

Project Manager: Zayn Mashat

RTA

Project Manager: Jennifer Nguyen, Director of Planning

Assistant Project Manager: Audrey Gill, Director of Operations

Assistant Project Manager: Mike Johnson, Director of Maintenance

EXHIBIT "D"
COMMUNICATION PROTOCOL

When to notify the Director of Operations or Assistant Operations Manager:

Accidents

- Accidents resulting in damage
- Hit and runs
- Accidents resulting in injuries requiring medical attention away from the scene

Incidents:

- Assault/Altercations resulting in injury
- Threats
- Any potential incidents of ADA non-compliance
- Brandishing a weapon
- Any event that involves malicious intent towards an operator

Bus breakdown in an unsafe location:

- When on a freeway, CHP must be called in the event passengers need transferring to replacement bus.
- Blocking an Intersection
- Blocking any train tracks

Request for Police, Fire:

- Physical altercations
- Threats
- Fires
- Vandalism to RTA property

Ohmio AV Shuttle:

- All incidents/accidents/mechanical failures shall be reported immediately. Per the agreement with the City of Riverside, ANY abnormal occurrence will be reported. If you are not sure, report it.
- Notification procedures are as follows:
 - Dispatch shall report incidents to Assistant Ops Manager
 - The Assistant Ops Manager shall contact the Director of Operations
 - The Director of Operations shall notify the CEO
 - The CEO will notify the City directly

Other Situations that require a call:

- Major service interruption
- Any incident/accident which poses a potential threat to the safety and/or security of our system, service, passengers, employees, etc. even if RTA is not involved
- Safe house
- Missing persons or runaways that have been found
- Metrolink requests
- Acts of God
- Hijacking
- Bus evacuations

IF YOU'RE WONDERING IF YOU SHOULD CALL, MAKE THE CALL. DO NOT FORGET TO SEND E-MAIL NOTIFICATIONS OF ALL INCIDENTS.

Contact Information for After Normal Business Hours

These incidents shall be reported immediately to Assistant Operations Manager at (951) 565-5062 or (626) 435-5421.

If you are unable to reach the Assistant Operations Manager, the next phone call made shall be to the Director of Operations at (951) 565-5060 or (909) 301-2738.

If you are unable to reach either of those people, the next phone call shall be made to the CEO at (714) 616-2529.

Additional contacts:

- RTA Riverside Dispatch Direct Line (951) 565-5062, Dispatch may be reached at this line Mon. - Fri. between the hours of 2:00am - 1:00am and Sat./Sun. between the hours 4:00am - 1:00am. Any phone calls made outside of these hours should contact the Director of Operations at (909) 301-2738.
- RTA CEO, Kristin Warsinski (714) 616-2529
- City of Riverside, Ohmio Project Manager, Nathan Mustafa (951) 452-8872

Any deviations from this approach will be communicated in advance.

Dispatch Reporting Criteria:

Description:

Date:

Time:

Bus #:

Route #:

Driver:

Location:

Was bus struck? (Y/N):

Did bus strike another vehicle? (Y/N):

Did bus strike a fixed object? (Y/N):

Number of passengers on bus:

Injuries on bus (Y/N):

Minor or serious injuries:

Number of people in other vehicle:

Injuries to other people (Y/N):

Bus Exchanged (Y/N):

Minor or serious injuries to other's involved:

Number of people involved (pedestrians, bystanders etc.):

BOLO issued to drivers (Y/N):

Supervisor Responding:

Emergency Responders: