

PARATRANSIT SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 1st day of June, ~~2012~~2015, by the City of Longview, hereinafter referred to as CITY and Paratransit Services, Inc. referred to as "Contractor" for the provision of paratransit service.

WHEREAS, CITY operates RiverCities Transit (RCT) service in the Longview and Kelso urban area under contract to the Cowlitz Transit Authority (CTA); and

WHEREAS, federal transit regulations require CITY to provide complementary paratransit services in relation to its transit service area; and

WHEREAS, CITY requires services which Contractor is capable of providing, under terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth below.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **Contract Documents.** The Contract Documents of the Paratransit Service Contract; Exhibit A, Scope of Work; Exhibit B, Equipment Lease; all elements of the Request for Proposal, Paratransit Services Proposal, and Specifications for Paratransit Services; and all written change orders and modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. **General Requirements.** The Contractor shall provide specialized transportation services described in Exhibit A - Scope of Work. The Contractor will work closely with CITY staff in implementing the paratransit service in terms of service priorities and service hours.
3. **Purpose.** CITY hereby contracts with Contractor to provide transportation management and operations services upon the terms and conditions herein set forth.
4. **Scope of Work.** Contractor will provide the services to be rendered as set forth in Exhibit A (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.
5. **Equipment Lease.** Contractor will lease equipment from Cowlitz Transit Authority as set forth in Exhibit B, Equipment Lease, attached hereto and by reference incorporated herein and made a part hereof.
6. **Term of Contract.** The start of this Agreement shall be June 1, ~~2012~~2015. Contractor shall commence service operations of CITY transportation project on June 1, ~~2012-2015~~ and continue operation through ~~May-December~~ 31, ~~2015~~2018. This service contract may be terminated by either of the parties hereto upon the giving of not less than 180 successive calendar days of advance notice to the other in writing.

7. **Renewal.** In the event CITY determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then CITY shall have the option to renew this contract for an additional period of three years provided that CITY will notify the Contractor of its intention by ~~December 31, 2014~~ June 30, 2017 ~~2018~~. CITY shall allow Contractor to negotiate changes in price that shall be mutually agreeable as compensation for services.
8. **Maximum Obligation.** CITY agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to ~~insure~~ ensure that unless otherwise directed by CITY in writing, Contractor will continue to provide services as specified in Exhibit A, Scope of Work, for the term of the contract.
9. **Price Formula.** CITY agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Category I (Fixed Costs)

Effective June 1, 2015: Flat monthly rate: ~~\$27,378.57~~ 31,933.44

Effective June 1, 2016: Flat monthly rate: \$ 32,731.80

This fee will include but not be limited to the following:

- Wages/benefits for managers, schedulers, call takers and other non-driving positions
- Vehicle and other insurance premiums, including contingencies
- Training; alcohol/drug testing
- Supplies and equipment
- Administrative services, equipment and any fees or profit
- Other operating costs

Category II (Variable Costs)

Effective June 1, 2015: Unit rate per service hour for operating leased CTA-owned vehicle: ~~\$22.02~~ 27.08 per hour

Effective June 1, 2016: Unit rate per service hour for operating leased CTA-owned vehicle: \$ 28.29 per hour

This fee will include but not be limited to the following:

- Drivers wages and benefits

Category III (Additional Vehicles)

Effective June 1, 2015: Unit rate per service hour for operating Contractor-provided vehicle: ~~\$93.05~~ 100.32 per hour

Effective June 1, 2016: Unit rate per service hour for operating Contractor-provided vehicle: \$ 104.03 per hour

This fee will include but not be limited to the following:

- Costs for additional vehicles: including fuel, maintenance, insurance premiums, depreciation, and other contingencies
- Drivers wages and benefits for additional vehicles

The Category I and II fees identified above reflect rate increases that exceed inflationary increases in the Contractor's costs to provide the service and shall be used to allow the Contractor to address its ability to recruit and retain drivers by offering higher wages, and to increase the number of full-time drivers. In accordance with confidential, proprietary service cost information provided by Contractor dated April 7, 2015, such increased revenue shall be fully applied as follows:

June 1, 2015: Driver wage and benefit increases exceeding inflation; add one full time driver; adjustments in wages and benefits for other local staff to maintain internal equity; inflationary increases in other contract costs as included in the Category I fee.

June 1, 2016: Add one full time driver; inflationary increases in other contract costs as included in the Category I, II, and III fees.

10. **Invoices.** Contractor shall submit invoices to CITY as follows:

Invoices shall be submitted on a monthly basis. Each invoice shall contain a certification that all amounts billed are in accordance with this Agreement.

11. **Payment.** All payments by CITY shall be made in arrears, after the service has been provided. All invoices shall be submitted to the CITY for approval and shall be paid within the City's routine accounts payable process.

12. **Operating Revenues.** All operating revenues collected by Contractor are public funds and are the property of CITY. Operating revenues include all fares, tickets and passes. Contractor will submit all fares to CITY monthly.

13. **Modification to Rates.**

- The fee set forth in Service Contract Section 9, Price Formula, and set forth in Exhibit A, Scope of Work, Billing Section, shall remain in effect through ~~March-December~~ 31, ~~2015~~2018, except for those Category fees identified in Section 13b.
- Category I, II and III fees shall be adjusted upward or downward from the previous year's ~~fees~~ on ~~April-January~~ 1 of ~~2013, 2014~~2017, and ~~2015-2018~~ to reflect changes in the cost of operations, as reflected by fluctuations in the Portland, Oregon Consumer Price Index for Urban Wage Earners and Clerical Workers (all items) as published by the U.S. Department of Labor, Bureau of Statistics.
- As soon as possible after January 1, ~~2013~~2017, the Contractor shall send to the CITY a comparative statement setting out for the above-referenced CPI the following information: 1) the index value on December 31, ~~2014~~2015; 2) the index value on December 31,

~~2012~~2016; 3) the net percentage change in the two index values; 4) a new schedule of fees to be charged by the Contractor based on ~~80~~100% of the net percentage (up or down) of the CPI index values. This same information shall be provided by the Contractor to the city as soon as possible on each January 1 thereafter.

- d. The maximum fee increase or decrease from the previous year, based on the above calculations, shall be 4% annually.
- e. On the next billing date after the receipt of the comparative statement, the CITY shall pay to the Contractor or the Contractor shall credit to the CITY as the case may be, a lump sum equal to any increase or decrease applicable to that portion of the current fee period which has lapsed since January 1, and in addition to the current month billing and, thereafter, the fees charged by the Contractor shall be modified to reflect any change until a different comparative statement is received by the CITY.
- f. In addition to the above, the Contractor may petition the CITY at any time for consideration of additional rate and price adjustments on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations, or changes in service area that would necessitate the need for additional or fewer vans. The CITY shall not be obligated to agree to such additional fee adjustments; the CITY may accept or reject the proposed adjustments, or negotiate an adjustment other than that petitioned by the Contractor.

14. Disputes.

- a. Any factual disputes between CITY and the Contractor in regard to this Agreement shall be resolved according to the terms set forth by this contract.
- b. Any action brought against either party to enforce this Agreement will be brought in Cowlitz County, Washington.

15. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage paid to the persons named below:

If to Contractor: Attn: President
 Paratransit Services
 4810 Auto Center Way
 Bremerton, WA 98312

If to CITY: Attn: Transit Manager
 City of Longview
 RiverCities Transit
 P.O. Box 128
 Longview, Washington 98632

16. **Information and Documents.** All information, data, reports, records, maps, survey results as are existing, available, and necessary for carrying out the work as outlined in Exhibit A, Scope of Work hereof, shall be furnished to Contractor without charge by CITY, and CITY shall cooperate in every way possible in the carrying out of the work without undue delay.
17. **Proprietary Rights.** All inventions, improvements, discoveries, proprietary rights, patents and copyrights made by Contractor under this Agreement shall be made available to CITY with no royalties, charges, or other costs, but shall be owned by Contractor. All manuals prepared by Contractor under this Agreement shall be made available to CITY at no charge but shall be owned by Contractor and shall not be copied, disclosed, or released by CITY or participating organization without prior written consent of Contractor. Reports are excluded from this provision, and shall be owned by CITY. Contractor, however, shall have the right to print and issue copies of these reports at Contractor's expense. Contractor may make presentations and releases relating to the project. Papers and other formal publications shall be approved by CITY before they are released.

CITY shall provide a dispatching software system for use by Contractor. The dispatch system and any associated data therein are property of the CITY and its vendor, and are provided for use at no charge to the Contractor. The CITY reserves the sole right to purchase any enhancements or modifications to the dispatch system to add any new capabilities, and Contractor shall utilize such new capabilities to perform the scope of work.

18. **Force Majeure.** Contractor shall not be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood, or other natural disaster; acts of the government; riots, strikes, war, or civil disorder; unavailability of fuel.
19. **Emergency Procedures.** In the event of a major emergency such as an earthquake, dam failure, or man-made catastrophe, Contractor shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from CITY is intact, Contractor shall follow instruction of CITY. If the normal line of direct authority is broken, and for the period while it is broken, Contractor shall make best use of transportation resources following to the degree possible the direction of an organization such as the police, [Red-Cross](#)[Federal Emergency Management Agency](#), [Washington Department of Emergency Management](#), or National Guard, [etc.](#), which appears to have assumed responsibility. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. Contractor shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable, and prompt reimbursement of Contractor's actual costs. Reimbursement for such major emergency services shall be over and above "Maximum Obligations" of this Agreement. Immediately after the emergency condition ceases, Contractor shall reinstitute normal transportation services.
20. **Indemnification and Insurance.** The Contractor shall indemnify and hold the CITY and Cowlitz Transit Authority, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the [CITYity](#) and/or Cowlitz Transit Authority. The CITY's inspection, knowledge, or acceptance of the Contractor's work shall not be grounds to void any of these

covenants of indemnification. Contractor is required to fully cooperate and participate in the investigation of any incident or event.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the ~~Consultant~~ Contractor and the City or Cowlitz Transit Authority, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

- A. The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the Contractor's work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.
- B. Before beginning work, the Contractor shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):
 - 1. Business auto coverage for any vehicle not leased from the Cowlitz Transit Authority, with no less than a \$1,000,000 each accident limit (see 21. Vehicle Insurance below).
 - 2. Commercial general liability insurance no less than \$1,000,000 per occurrence with a \$5,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employer's liability.
 - 3. Workers compensation coverage as required by the State of Washington.
 - 4. Employer's liability insurance not less than \$1,000,000 per occurrence.
- C. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance. If the CITY is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractor shall reimburse the CITY the full amount of the deductible.
- D. The CITY and the Cowlitz Transit Authority shall be named as additional insureds on the Contractor's commercial general liability policy. Original additional insured endorsements shall be provided with the evidence of insurance in the form of a Certificate of Insurance required by sub-section B above. The CITY reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- E. It is the intent of this contract that the Contractor's insurance be considered primary in the event of a loss, damage or suit, except if such loss, damage, or suit is related to the operation of a vehicle leased from the CTA, then in such case any automobile liability claim or suit will be covered as primary under the Washington State Transit Insurance Pool (WSTIP) coverage held by CTA. The City and CTA shall defend, hold harmless, and indemnify Contractor against any automobile liability claims or suits brought against the Contractor, the City, or the CTA related to operation of vehicles leased from the CTA. The CITY's and the Cowlitz Transit Authority's

own comprehensive general liability policy will be considered excess coverage in respect to the CITY and the Cowlitz Transit Authority. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.

- F. The Contractor shall request from its insurer(s) a modification of the ACORD certificate to include language that written notification will be given to the CITY for any cancellation, suspension or material change in the Contractor's coverage at least 30 days in advance of such cancellation, suspension or material change.

- 21. **Vehicle Insurance.** All CTA vehicles are insured through the Washington State Transit Insurance Pool (WSTIP). WSTIP or their insured shall defend Contractor against any auto liability claims or suits brought against Contractor, the City, or the CTA related to operation of vehicles leased from the CTA. For Contractor provided vehicles, Contractor is required to procure and maintain business auto insurance as specified in Section 20 above.

For vehicles leased from the CTA, the Contractor will be solely responsible for the first \$2,500 per occurrence for repairs to the vehicle, whether caused by comprehensive or collision-type perils.

- 22. **Non-Discrimination Assurances.** The Contractor hereby agrees that as a condition to receiving any Federal financial assistance pursuant to this Agreement, it will comply with Title VI of the Civil Rights Act of 1964, 78 Sta. 252, 42 U.S.C. 2000d through 2000e-16 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation - the effectuation of the Act (hereinafter referred to as the Regulations), and other pertinent directives, to the end that, in accordance with the Act, Regulations, and other directives, no person in the United States shall, on the grounds of sex, race, color, marital status, age, creed, national origin, or handicap except for a bona fide occupational qualification, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program activity of which the Contractor receives Federal financial assistance pursuant to this Agreement. The Contractor hereby assures that it will promptly take any measure necessary to effectuate this condition precedent. It is understood that the Contractor shall be deemed the "recipient" as that term is used in the act or the Regulations referred to in this paragraph.

More specifically, and without limiting the above general assurance, the Contractor hereby gives the following specific assurances with respect to the project to be undertaken pursuant to this Agreement:

- a. The Contractor shall insert the following notification in all solicitations for bids for work or materials subject to regulations promulgated in connection with this project, or more generally by the U.S. Department of Transportation for other purposes, and, in an adopted form in all proposals for negotiation agreements:

"(Name of Contractor), in accordance with Title VI of the Civil Rights Act of 1964, and Title 49 code of Federal Regulations, Department of Transportation, Sub-title A. Part 21, 'Non-discrimination in Federally Assisted Programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color, marital status, age, creed, national

origin, or handicap except for a bona fide occupational qualification in consideration for an award.

- b. The Contractor assures that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations regarding "Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", set forth in 49 C.F.R. Part 27, and any amendments thereto.

23. Cross-Hiring of Employees, Officers, Members.

- a. During the term of this Agreement, Contractor shall not hire any supervisory employee of City of Longview, or former supervisory employee of City of Longview, without prior written approval of City of Longview. City of Longview shall not hire any employee or former employee of Contractor without written prior approval of Contractor. Only former employees who have terminated their employment with one of the parties within a year prior period shall be a "former employee" or a "former supervisory employee" as referred to above.
- b. During the term of this Agreement, neither party shall hire any present or former officer, shareholder, or member of the other party without the express written approval of the other party.
- c. After the expiration or termination of this Agreement, City of Longview or Contractor's successor, shall be permitted to hire any Contractor employee previously employed in this program. At that time, in hiring a Contractor employee or a former Contractor employee, City of Longview shall ~~insure~~-ensure and require that employment processes fairly treat the ex-Contractor employee as a member of the general public with no discrimination, no waiver of job advertising, no consideration of Contractor employee's seniority, and no other privilege different from that accorded to members of the general public.

- 24. **Prohibited Interest.** No member, officer, or employee of City of Longview during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 25. **Transit Employee Protective Agreements.** The Contractor shall abide by all transit employee federal protective agreements, including those found in USC Title 49, Chapter 53, Section 5333, as well as the subsequent "Agreement Pursuant to Section 13(C) of the Urban Mass Transportation Act of 1964, as Amended," which protects the contractual and employment rights of CITY employees who are represented by ATU Local 758.
- 26. **Audit and Inspection of Records.** The Contractor shall permit the authorized representatives of CITY and the State of Washington to inspect and audit all data and records of the Contractor relating to performance under the contract until the expiration of six years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that CITY and the State of Washington or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers, and records

of such subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to this general public.

27. **Conflicts of Interest and Noncompetitive Practices.** The Contractor will be required to sign an affidavit containing the following provisions. This affidavit will be required at the time of contract award and again upon completion of the contract.
- a. **Conflict of Interest.** That the Contractor by entering into this contract with CITY to perform or provide work, services, or materials to CITY has thereby covenanted, and by this affidavit does again covenant and assure, that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to CITY and take action immediately to eliminate the conflict or to withdraw from this contract, as CITY may require.
 - b. **Contingent Fees and Gratuities.** That the Contractor, by entering into this contract with CITY to perform or provide services or material for CITY has thereby covenanted, and by this affidavit does again covenant and assure:
 1. That no person or selling agency except bonafide employees or designated agents or representatives of the Contractor has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
 2. That no gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any of its agents, employees, or representatives, to any official, member, or employee of CITY or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.
28. **Compliance.** The Contractor shall comply with all applicable provisions dealing with transportation of disabled persons during the term of and any extension of this Agreement.
29. **Adherence to Law.** Both parties shall adhere to all applicable laws governing their relationship with their employees, including but not limited to laws, rules, regulations and policies concerning worker's compensation, unemployment compensation, and minimum wage requirements.
30. **Independent Contractor.** The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of CITY or the CTA. As such, the employees of the Contractor, its Contractors or subcontractors shall not be subject to any withholding for tax, social security, or other purposes by CITY or CTA, nor shall such Contractor,

subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation, or the like from CITY or CTA.

31. **Mutual cooperation.** The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of CITY. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with CITY and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.
32. **Headings.** The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
33. **Severability.** Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.
34. **Assignment.** Contractor shall neither assign nor delegate its rights and/or duties under this Agreement without first obtaining CITY's written consent to the assignment and/or delegation. Any such assignment or delegation made by Contractor without prior written consent of CITY will render this Agreement voidable at sole discretion of CITY.

The CITY hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to do and be done the above described work, and to complete and finish the same according to the ~~attached plans and specifications and the~~ terms and conditions herein contained, and hereby contracts to pay for the same according to the terms and conditions, attached ~~specifications-scope of work~~, and the schedule of unit or itemized prices ~~hereto~~contained herein or attached hereto, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for ~~his heirs, executors, its~~ administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the CITY by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year hereinabove written.

CITY OF LONGVIEW, RiverCities Transit

By:

~~Robert J. Gregory~~David M. Campbell, City Manager
CITY OF LONGVIEW

David Baker, President
PARATRANSIT SERVICES,

INC.

Approved as to Form:

James McNamara, City Attorney

EXHIBIT A
SCOPE OF WORK

SYSTEM MANAGEMENT AND OPERATIONS

Guidelines: The Contractor shall manage and operate the system in accordance with the policies and procedures established by RiverCities Transit, including the Americans with Disabilities Paratransit Plan adopted by the Cowlitz Transit Authority/RiverCities Transit on January 27, 1992 and updated annually thereafter.

Hours and Days of Operation: The system shall operate between the hours of ~~7:00~~6:30 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 8:00 a.m. and 6:00 p.m. on Saturdays. No service shall be provided on Sunday or on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. RiverCities Transit may adjust service hours during the term of the contract to revise its service levels to the public.

Service Area: The complementary paratransit service shall operate ~~to~~within corridors centered on the RiverCities Transit fixed bus routes, and extending three-quarters of a mile on either side of the routes. In the event of ice or snow conditions, the Contractor will operate on a revised schedule parallel to the fixed routes, operating only on major streets and hills that have been made safe for travel. This policy shall also apply to private driveways and walkways.

Fares: Contractor shall collect fares and accept passes and transfers as directed by CITY. All cash fares shall be promptly deposited in a fare box. The fare charged passengers shall be ~~maintained the same as for fixed route service, and shall be~~ established by CITY. The CITY may alter the fare policy at any time upon seven days' written notice to Contractor.

If a passenger is required to be accompanied by an attendant, the attendant will not be charged fare. ~~An identification card issued by RiverCities Transit will indicate if the passenger is required to be accompanied by an attendant.~~

Contractor Responsibilities:

- A. Provide a local office for operations.
- B. Provide adequate office equipment to take ride reservations, dispatch vehicles, and produce and maintain local records.
- C. Provide adequate training for office personnel.
- D. Provide trained supervisory personnel.
- E. Provide trained operators familiar with the service area.
- F. Provide adequate insurance for all non-CTA vehicles and equipment operated by the ~~respondent~~Contractor.
- G. Provide service records and invoices to meet CITY satisfaction.

- H. Provide the opportunity for resolution of complaints by customers. CITY shall be informed when the dispute resolution process is not succeeding and requires attention by CITY administration.
- I. Contractor is required to fully cooperate and participate in the investigation of any incident or event.

Local Office Facility: The Contractor will be required to locate an office in Longview or Kelso. This office must meet standards required under the Americans with Disabilities Act (ADA) for access by persons with disabilities.

Dispatch and Reservations Office: The Dispatch/Reservations office shall be manned by personnel that are capable of operating vehicle dispatch equipment during the time that vehicles are in operation. Dispatch staff shall be trained in the use of all equipment and procedures.

Required office equipment shall include:

- 1. A multi-line telephone system capable of handling anticipated frequency of calls.
- 2. A two-way communication system between the office and the vehicles in operation. This communication system shall be capable of establishing voice contact with vehicles. [The CITY currently provides this two-way communication system.](#)
- 3. The office must provide a means for hearing impaired persons to readily communicate service requests and other information; this may include a telecommunications device like a TTY machine or use of WA Relay/Video Relay service for persons with disabilities.

Trip Request Procedure: Demand response service is available to ~~the~~ [eligible](#) general public located in the RiverCities Transit service area. The Contractor can expect to receive a large number of requests for demand response service.

Trip reservation procedures are an extremely critical aspect of demand response service. One-to-one communication between requestors and the staff person who schedules the trip needs to follow established industry practices related to customer satisfaction and quality of service. These basic service standards are:

- 1. All callers are to be treated with utmost consideration. Staff must be compassionate and display skill in interpersonal communications.
- 2. All persons answering calls shall immediately identify themselves to callers by their first name. Example: "RiverCities LIFT, this is Bill, how can I help you?"
- 3. Passengers wishing to make a complaint shall be allowed to do so. All office staff shall be familiar with the Agency Complaint Resolution procedure.
- 4. Considerable effort shall be made to accommodate all trip requests. Schedulers may negotiate trip pick-up times with callers but must seriously consider riders' appointment times when doing so. ~~It is our intent to~~ [The City and Contractor must](#) comply with all ADA requirements.

5. No trip priorities or waiting lists may be established.
6. Callers are to be advised of fixed route service that would be capable of serving their needs, when appropriate.

Vehicles: The Cowlitz Transit Authority shall provide a fleet of vehicles to the Contractor through a lease. (See Exhibit B, Equipment Lease). These vehicles shall be used only for RiverCities paratransit purposes. Under no circumstances will RiverCities vehicles be used outside the paratransit service area without prior permission of the CITY. ~~For the first year of operations~~As of the effective date of this contract, this fleet of vehicles shall consist of the following inventory:

<u>Make</u>	<u>Year</u>	<u>#</u>	<u>Capacity</u>
Ford	01	42-33	17 Max
Ford	03	42-34	16 Max
Ford	04	42-35	15 Max
Ford	04	42-36	15 Max
Ford	05	42-37	15 Max
Ford	05	42-38	15 Max
Ford	07	42-39	15 Max
Ford	07	42-40	15 Max
Ford	08	42-41	15 Max
Ford	08	42-42	15 Max
Dodge	09	42-43	5 Max
Ford	10	42-44	15 Max
Ford	10	42-45	15 Max
Ford	10	42-46	15 Max
Ford	12	42-47	15 Max
Ford	13	42-48	15 Max
MV1	14	42-49	4 Max
Ford	14	42-50	15 Max
Ford	14	42-51	15 Max

It is intended that the Contractor will always use the CTA vehicles first. However, if demand should warrant, Contractor shall obtain additional vans to prevent capacity constraints. Capacity constraint is defined as the inability to transport a passenger due to the lack of space and/or scheduled time to transport upon request on a next-day response basis. Contractor shall notify CITY of any capacity constraints.

Projected Vehicle Hours of Operation (20152): Current hours of operation service under this contract are based on the average service hours for demand response service. The projected revenue vehicle hours for ~~those service elements for~~ a 12-month period are approximately ~~22,800~~20,014. The actual revenue vehicle hours for 20141 was ~~21,490~~22,767, and the projected hours of service for 20152 is ~~22,870~~800.

Vehicle Rotation and Priority Use: CITY will provide Contractor with written policies, procedures, and guidelines governing Contractor's use of CTA-owned vehicles. Such policies, procedures, and guidelines are necessary to ensure adequate exposure for paid advertising displayed on vehicles, control mileage accumulation for each vehicle, utilize more fuel efficient vehicles when possible, and to accomplish other

CITY goals and purposes related to fleet management and expenses. Contractor shall adhere to such written policies.

SYSTEM OPERATION

Service Description: The service provided shall be as follows:

The Contractor shall provide demand-response transportation for only those persons requesting service who have been certified disabled by the RiverCities Transit (RCT). Paratransit trips shall be provided on a next-day response basis and shall not be limited to any single purpose. The pick-up time shall be within one hour from the time request.

Demand response will be considered “on-time” so long as they are provided within a window of ten (10) minutes before or twenty (20) minutes after the assigned times provided to the customer. The goal for on-time trip performance is hereby established at 90% for the duration of this contract.

The requirement for maximum on-board travel time (time spent in the vehicle) is seventy-five (75) minutes within the service area. A goal of 90% compliance with the above requirements is hereby established for the duration of the contract.

The City recognizes that special circumstances, such as inclement weather, can occur which will affect on-time performance. The goals established exist as guidelines to ~~the~~ performance and will require inter-agency communication to resolve discrepancies.

The Contractor shall require its vehicle operators to assist those passengers requiring assistance to board or depart the vehicles.

Eligibility for Service: RiverCities Transit (RCT) shall determine eligibility of each applicant for the complementary paratransit service program. Upon determination of eligibility, ~~the~~ RCT shall issue the applicant ~~an identification card~~ an approval letter, indicating the level of service to which the applicant is entitled. ~~The identification card shall also~~ Information on the eligible applicant will be entered in the RCT's RouteMatch Customer Module and will indicate if the applicant requires personal care attendant (PCA).

RCT shall ~~provide Contractor with updated listings of cardholders~~ maintain the eligible customer database throughout the year.

Personnel: The Contractor shall be solely responsible for satisfactory performance and wages and benefits for its own employees, as well as those of its subcontractors. The Contractor shall comply with the requirements of employee liability, Social Security, and all other applicable state and federal laws without any additional expense to the CITY. The CITY shall have the right to demand removal of any employee hired by the Contractor, for reasonable cause. The Contractor shall obtain the CITY's written consent prior to entering any subcontract affecting the CITY's paratransit service.

The Contractor shall provide a copy of their Drug Testing Policy for all employees in safety-sensitive positions. The drug testing policy must, as a minimum, meet all Federal regulations identified in 49 C.F.R., Part 655 by submitting quarterly reports as well as an annual report which is due by January 31 of each year.

1. Program Manager: The Contractor shall designate a Program Manager to oversee the day-to-day operations of the service.
2. Office Staff: The Contractor shall supply a sufficient number of employees to staff the office at all required times and perform all necessary tasks associated with the provision of service. The Contractor shall be responsible for training these employees and assuring that all program policies and procedures are understood. The Contractor and City will work cooperatively to locate and secure supplemental training designed to enhance service operations. The Contractor is responsible for assuring that any subcontractors or volunteers also receive adequate training to perform assigned tasks.
3. Drivers: The Contractor shall supply a sufficient number of properly qualified personnel to operate equipment to provide required services. Each of the Contractor's employees shall be neatly dressed at all times while on duty. Drivers shall conform to a uniform dress code established by the CITY and consistently maintain a courteous and cooperative attitude in their contact with the public.

All drivers must have a valid Washington or Oregon State Commercial Driver's License, including a Passenger endorsement, and be insurable.

Drivers must have a clear criminal history, consistent with requirements of the Washington State Patrol Background Check. Drivers must not have been convicted of a felony offense, or a serious traffic violation, including but not limited to, any of the following offenses within the stipulated limits:

- * Driving under the influence of drugs or alcohol.
- * Leaving the scene of an accident.
- * No more than one (1) moving violation for each year of the last three (3) years
- * No moving violations if her/his driver's license has been suspended, for a three year period after reinstatement of license.

Drivers shall be capable of operating all special equipment including wheelchair, two-way radios, and wheelchair securement systems.

Drivers shall provide any required assistance to riders, including: loading/unloading wheelchairs, carrying groceries and other light loads, escorting passengers to doorways, assisting ambulatory passengers on and off vehicles, and rendering other assistance to passengers considered common when serving persons with special needs. Drivers shall avoid leaving vehicles unattended while any passengers remain on board.

Drivers shall not smoke inside vehicles, at any time.

Drivers shall have a thorough knowledge of the service area.

Drivers shall be responsible for pre-trip vehicle inspections and shall promptly report unsafe road conditions, including access difficulties at private residences. The CITY shall provide vehicle maintenance forms.

Drivers shall maintain proper trip records in accordance with contractual requirements.

Drivers must receive a pre-employment drug test.

Driver Record Monitoring – Because the Contractor is driving CTA vehicles insured by the Washington State Transit Insurance Pool (WSTIP), the Contractor is required to participate in WSTIP's driver record monitoring program. In order to do so, the Contractor must provide the following information for all drivers operating CTA vehicles: driver's full name, birthdate and driver license number. Contractor will provide and maintain this list current for all drivers on a monthly basis.

Training: The Contractor shall provide a training program in order to assure that all drivers and staff attain proficiency in their area(s) of expertise. The Contractor shall provide proof that all drivers (including volunteers and subcontracted employees) have successfully completed the following minimum training:

1. Defensive Driving.
2. Passenger Assistance and Sensitivity Training.
3. First Aid/CPR and Bloodborne Pathogens.
4. System, equipment, and area familiarity.
5. Basic understanding of rights under the Americans with Disabilities Act (ADA).
6. Vehicle evacuation techniques.
7. Drug and alcohol training

The respondent shall include an overview of the company training program that highlights the primary elements covered in employee training and any written training policies provided to all personnel.

Safety Inspections: The Contractor shall perform daily safety inspections of all vehicles prior to beginning each day's service. Vehicles failing the daily inspection shall not be used in service until the reason for failure is corrected. All wheelchair lifts shall be cycled at least daily.

Accidents: All accidents involving vehicles used for RCT operations which result in injury to passengers, and/or damage to any property, must be reported to appropriate regulatory entities and to CITY administration. Failure to report accidents within twenty-four hours shall be considered breach of contract.

Cooperation with WSTIP: In respect to operations involving the vehicles leased from the CITY and insured by WSTIP, the Contractor shall be fully cooperative with WSTIP during claims investigation, defense and settlement. Further, the Contractor shall be cooperative with WSTIP during on-site visitation, providing information, and responding/implementing loss prevention recommendations. WSTIP shall coordinate such site visits, loss prevention recommendations, or other communications with Contractor's Executive Vice President and Chief Operating Officer.

Radios: Two-way radio communications shall be furnished by the CITY. Contractor shall be responsible for installation charges for base radio.

Billing: The Contractor shall submit to the CITY a detailed monthly invoice. The CITY will pay the invoice within thirty (30) days from the date of submission, contingent upon preliminary verification of the invoice. The CITY may, at any time, conduct an audit of any, or all, records kept by the Contractor related to the contract services. The CITY may withhold payment for invoice amounts it disputes and for services that fail to meet specifications.

The Contractor shall submit invoices and summary of daily records and reports to the City on a monthly basis, and upon request, accompanied by driver trip sheets displaying passenger start and end locations and passenger start and end times. Each invoice shall contain a certification that all amounts billed are in accordance with this Agreement.

The CITY agrees to pay Contractor for performance of the services set forth in this Agreement, amounts set forth in Sections 9 through 13 of the Paratransit Service Contract.

Computerized Dispatch and Scheduling System: In order to enhance service efficiency and quality, the ~~Contractor shall supply, operate and maintain~~CITY has provided a computer assisted scheduling, dispatch and information system – RouteMatch. The main purpose of a computerized system is to assist with the handling of trip reservations, the scheduling, routing and grouping of trips, and developing vehicle itineraries. An additional purpose is the production of reports that can be used for figuring monthly invoices and evaluating service performance and productivity.

The CITY is solely responsible for purchasing any enhancements or modifications that add any new capabilities to the dispatching system. The CITY will provide initial training through the vendor for the dispatch system and any enhancements or modifications. The eContractor is responsible for the competency of its dispatching and supervisory personnel to effectively utilize the dispatching system, and shall be responsible for training any new dispatching or supervisory personnel.

~~A. General System Requirements. The basic elements of the computerized scheduling, dispatch and information system shall include:~~

- ~~1. Dispatch and office computers.~~
- ~~2. Tape backup system to protect the database against hardware or software failure.~~
- ~~3. Client data base containing: name, address, special instructions. This program should provide easy access and prompt response time.~~
- ~~4. Scheduling and dispatch components to assist in the handling of trip reservations, grouping of trips, and vehicle itineraries. The system should have the ability to create vehicle manifests showing schedule, and order of pick-up.~~
- ~~5. Administrative reports capturing vehicle performance data such as trips and service hours and other relevant data. In addition, the system should be, at a minimum, capable of producing productivity reports by vehicle, driver on an hourly, daily and monthly basis. This component will be the basis for generating invoices and monthly service reports, and evaluating the efficiency and effectiveness of the service.~~

~~B. Functional Requirements of Computer System.~~

- ~~1. Trip Scheduling and Dispatching. The system must accept origin, destination, date and time information, and rider service needs (i.e., uses wheelchair), for the proposed trip.~~

~~The system should be able to give the Contractor a list of proposed vehicle trip assignments. The Contractor would then select the best one for this trip request.~~

~~The system must be able to provide hourly vehicle schedules.~~

~~The system must allow the Contractor to schedule the trip while the customer is still on the phone at the time a trip is requested.~~

- ~~2. Reports and Statistics. The system should be able to track and deliver details of service provision for each trip scheduled.~~

~~The system should be able to produce the following types of reports, including but not limited to:~~

- ~~• Number of trips~~
- ~~• Trips by individual rider~~
- ~~• Rider no-shows and cancellations~~
- ~~• Lift-equipped trips~~
- ~~• Trips by period or time of day~~
- ~~• Summarize trips by origin and destination~~
- ~~• Productivity (riders per hour) by individual driver, dispatcher~~
- ~~• Overall productivity~~

- ~~C. System Performance Requirements. The system must be fast enough, and flexible enough to allow the dispatcher to accept calls from customers and schedule a trip on a specific vehicle during the call. This time should not exceed three (3) minutes.~~

~~The system must be able to produce driver and vehicle schedules on an hourly basis.~~

Records and Reports: The Contractor shall be responsible for monitoring all aspects of the system operation, including but not limited to: ridership, capacity constraints, quality of service, and fare collection procedures. The following are the types of data that the CITY shall require of the Contractor.

Daily Records:

- * Daily ridership by vehicle
- * Daily revenue and deadhead mileage by vehicle
- * Daily revenue and non-revenue hours by vehicle
- * Passenger name
- * Date of service
- * Trip origin and destination address
- * Passenger time of request
- * Actual passenger pick-up and drop-off times
- * Passenger classification (non-ambulatory, disabled)
- * Trip rejections/turn downs by area and requested time
- * Description of passenger complaints
- * All information to complete the Federal Transit Administration National Transit Data Base (NTD) Report, including survey to be performed every third year.
- * Total passengers by type of fare

- * Annual ridership for Weekdays and Saturdays.
- * Annual revenue and deadhead mileage for Weekdays and Saturdays.
- * Annual revenue and non-revenue vehicle hours for Weekdays and Saturdays.

The CITY is required to submit statistically sampled passenger mile data to the Federal Transit Administration every three years. The Contractor will be required to conduct a survey to obtain passenger mile data during the mandatory year as prescribed by the Federal Transit Authority for the National Transit Data Base (NTD) report. The next mandatory survey year is [20142017](#).

The CITY is interested in determining demand for service and in evaluating route performance. Detailed information on the level of service in target areas may be requested using a CITY-prepared format.

A monthly operating report shall be prepared and forwarded to the CITY by the 10th day of the following month which shall summarize the data collected daily. It shall also include a statement of any existing or potential problems along with suggested solutions.

The Contractor shall cooperate with CITY staff on all monitoring of the paratransit service including client surveys. The Contractors shall cooperate with CITY to provide information to CITY as it reviews the service and recommends changes to the service.

Methods of improving system operation and service shall be sought, and the results shall be reported to CITY, along with any corrective actions which may have been taken. In no case shall a corrective action which affects the nature, quality, or quantity of service be taken without first obtaining CITY approval.

Drug Testing Report

The Contractor shall comply with the Federal Transit Administration 49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, and submit records regarding test results to the CITY by January 30 of each year.

Confidentiality of Client Information: Any and all information regarding individual persons served by CITY is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual, legal guardian, and/or CITY.

Dispute Resolution Procedure: Passengers with complaints about service shall be allowed an opportunity to register that complaint with the Contractor and receive prompt and fair consideration. Every effort shall be made to resolve complaints at the staff level of the Contractor. Any complaint that cannot be resolved by the Contractor shall be referred to [the CITY Street/Transit Superintendent RCT management](#), who will attempt to resolve the complaint or refer the complaint to a higher level of the CITY.

Safety: The Contractor shall ensure the safety of passengers by any and all means necessary, including, but not limited to: use of seat belts (when provided) are required for all passengers, use of four-point wheelchair securement system, maintaining control in and around vehicles, providing safety and emergency procedures, designating a staff person to coordinate all safety and training programs and recognition of positive safety contributions (driver awards). All fire extinguisher and appropriate first aid kits shall be furnished and maintained by the CITY.

Access to Records: The City of Longview, Cowlitz Transit Authority, Washington State, and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of the Contractor. The Contractor agrees to preserve, and to cause any subcontractor to preserve, and to make available for a period of six years after the completion of the contract, any and all financial, operations, administrative, and maintenance records pertaining to the CITY.

Meetings: In order to maintain open and frequent communications between the two entities, the Contractor shall hold monthly meetings with CITY staff to discuss service problems and proposed solutions. Additionally upon request, the Contractor shall attend all meetings of the CTA (held monthly) and make oral and written reports to them on the status of service. Upon notification, the Vice President or other employee with decision making authority, will be required to attend the above meetings.

State Association Membership: In the interest of promoting greater understanding of the issues and laws affecting small public transit and paratransit systems, Contractor shall participate in the state association of Community Transportation providers.

No-Show Policy:

Contractor shall abide by the ~~following~~ RCT paratransit service no show policy, and any future modified policy.÷

~~Certified persons who demonstrate a consistent pattern of missing or cancelling scheduled paratransit trip appointments may lose their eligibility to use the service. This does not include illness, scheduling problems, late pickups and other operational problems beyond the rider's control.~~

~~Failure to complete a requested trip on the paratransit service without notifying the operator a minimum of two hours prior to the scheduled pick up time is recorded as a no show. Any amount of time beyond five minutes that a paratransit driver is required to wait to pick up a rider at a pick up point such as a nursing home, residence, etc., is also considered a no show.~~

~~The passenger is notified of the RCT no show policy when an incident has occurred. Continued no shows can result in suspensions from paratransit service of one week or one month, depending on the number of occurrences.~~

Visitors to Service Area: Certification of visitors to the area who have been determined eligible for paratransit service shall be honored by Contractor. If presumptive eligibility is claimed by the visitor, they must provide proof that they are certified with another public transit ~~district~~demand response provider and are not a resident ~~of in~~ the local public transit ~~district~~service area.

RCT staff will send the application information to the visitor, and he/she will be requested to provide certification forms if he/she is expected to travel within the RiverCities Transit boundaries for up to twenty-one days in any given year.

Service Animals/Life Support Equipment: Contractor will permit paratransit eligible riders to travel with service animals trained to assist them. Service animals include guide dogs used by persons with vision or hearing impairments, and dogs and other animals that provide aid to persons with mobility impairment.

Contractor shall also permit persons to travel with respirators, portable oxygen and other life support equipment, unless the equipment violates rules concerning the transportation of hazardous materials. (49 CFR Parts 100-199).

Contract Modifications: Other service requirements may be added or existing requirements modified at any time by CITY with 30 days written notice.

CITY reserves the right to provide paratransit services during the term of the agreement as it deems necessary.

Lift and Securement Use: Contractor shall transport any mobile device, but not limited to, those that meet the following definition of a common wheelchair: a wheelchair that does not exceed 30 inches in width and 48 inches in length measured two inches above the ground, and not weighing more than 600 pounds when occupied. Wheelchairs are defined to include both three-wheeled and four-wheeled mobility aids. Contractor shall transport three-wheel "scooters" and other non-traditional designs that fit within these standards, unless lifts and securements are able to accommodate a larger mobility aid.

Contractor will be required to demonstrate the ability to transport all types of mobility devices as described in the preceding paragraph.

Equipment Maintenance: Vehicles, other than vehicles owned by the CTA, utilized in service under this agreement may be inspected by CITY or its designated representative as CITY may deem necessary.

Contractor shall be responsible for all costs for repair and maintenance of [non-CTA](#) vehicles at no additional charge.

Additional Equipment. All vehicles utilized under this agreement shall be equipped with the following:

- Two-way communication ability
- Fire Extinguisher
- First Aid Kit

Prescribed equipment shall be maintained and kept in fully useful and original condition at all times.

Emergencies: In the event a passenger is transported by fixed route to a given destination, and it becomes necessary due to inclement weather or other unforeseen emergency conditions, other than medical emergencies, for the passenger to be transported to another destination, the paratransit provider or other agencies with handicap accessible vehicles shall be called upon to provide emergency transportation service.

The Contractor is required to cooperate with the CITY in responding to emergencies. In the event of an emergency, the CITY shall contact the Contractor's general manager or designee to initiate special emergency requests.

EXHIBIT B
EQUIPMENT LEASE

Glossary of Terms

1. Commercial Driver's License
A driver's license required by state and federal law for operators of vehicles with a gross vehicle weight of more than 26,000 pounds, vehicles designed to carry 16 or more persons including the driver, school buses, and vehicles transporting hazardous materials.
2. Deadhead Miles
The distance a bus travels while in operation but not available for passenger boardings. (For example, going from and returning to the garage or transfer points.)
3. Demand Response Service
Transportation operation designed to carry passengers from their origins to specific destinations (generally curb-to-curb or door-to-door) on an immediate demand or advance.
4. Passenger Trip
One person making a one-way trip origin to a destination. One round trip equals two passenger trips.
5. Public Transportation Benefit Area (PTBA)
~~A municipal corporation of the state of Washington created pursuant to RCW 36.57A.~~
65. Revenue Service Hour
The amount of time a passenger vehicle is available for revenue service. Service hours are accumulative for a total of the entire fleet or system. Deadhead hours (see Deadhead Miles) are not included in service hour totals.
76. Revenue Service Miles
Sum of the number of miles transit vehicles were driven in passenger service for the stated time period (month, year), exclusive of deadhead miles.