

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

AMERICAN TRANSPORTATION SYSTEMS

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
AMERICAN TRANSPORTATION SYSTEMS**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 1st day of July, 2023 by and between the CITY OF CARSON, a California municipal corporation (“City”) and AMERICAN TRANSPORTATION SYSTEMS, a California corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor’s Proposal.

The Scope of Service shall include the Contractor’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Three Hundred Seventy-Five Thousand Dollars (\$375,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Daniel Wilson
(Name)

Chief Executive Officer
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Jason Jo, Transportation Program Manager, or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of

Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include

coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for

assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable,

shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or

decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONTRACTOR:

AMERICAN TRANSPORTATION
SYSTEMS, a California corporation

By:_____
Name: Daniel Wilson
Title: Chief Executive Officer

By:_____
Name: Ryan Burch
Title: Chief Financial Officer
Address: 3133 E. South St.
Long Beach, CA 90805

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	<div>TITLE(S) PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div>	<div>TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	<div>NUMBER OF PAGES</div>
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		<div>DATE OF DOCUMENT</div>
		<div>SIGNER(S) OTHER THAN NAMED ABOVE</div>

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A” **SCOPE OF SERVICES**

I. Contractor will perform the following Services on an on-call basis:

Recreational charter bus services for the City’s various programs on an as-needed basis as directed by the City’s Contract Officer pursuant to Sections II and V of this Exhibit “A,” below. Contractor shall (at its own expense/included within the billing rates set forth in Exhibit “C-1”) provide all personnel, materials, and resources (including all buses and fuel) necessary to perform the Services further described herein.

City’s various programs include, but are not limited to, the following:

Type	Common destinations	Trips per year	Length of trips	Season	Participants	Bus Type
Summer Recreation	Various Carson parks, Knotts Berry Farm, etc.	80 trips (1 bus per trip)	5 hours (400 hours)	Summer	School-aged	School Bus 55-60 seating capacity
Early Childhood Education	Discovery Cube, Zoo, etc.	2 trips (5 buses per trip)	5 hours (50 hours)	Biannual - Summer/Fall	School-aged	School Bus 55-60 seating capacity
Stroke Center	Ability First - Long Beach swimming pool	12 trips (1 bus per trip)	5 hours (60 hours)	Seasonal - Summer/Fall	Seniors	Shuttle Bus w/lift 12-15 seating capacity
Senior Club Trips	Casinos - Pechanga, Fantasy Springs, etc.	36 trips (1 bus per trip)	11 hours (396 hours)	Monthly	Seniors	Coach Bus w/lift 50-55 seating capacity
Public Excursions	LA County Fair, Getty Center, etc.	15 trips (1 bus per trip)	11 hours (165 hours)	Monthly	Seniors/Adults	Coach Bus w/lift 50-55 seating capacity
Miscellaneous	Internal City tours, LAX, etc.	5 trips (1 bus per trip)	5 hours (25 hours total)	As-needed	Seniors/Adults	Coach Bus 50-55 seating capacity

Projected Annual Total: 1,096 hours

Notwithstanding the foregoing, nothing in this Agreement shall be construed to provide for any guaranteed minimum amount of work or services to be assigned to or performed by Contractor, nor to provide for any for any guaranteed minimum amount of total compensation to Contractor.

II. Contractor must perform all on-call Services in compliance with the following requirements:

- A.** Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed (further outlined in Section V of this Exhibit “A”), and the time desired for completion (the “Trip Request”). All tasks shall be carried out in conformity with all provisions of this Agreement.

- B.** Contractor must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Trip Budget"), using the itemized fees in Exhibit C-1, "Billing Rates," whenever a requested task is provided for in Exhibit C-1; an explanation of how the cost was determined; a schedule for completion of the task; and, other information as detailed in Section V of this Exhibit "A" ("Trip Schedule"); which shall all collectively be referred to as the "Trip Proposal".
- C.** Contract Officer shall in writing approve, modify or reject the Trip Proposal, and may issue a Notice to Proceed.
- D.** The task shall be performed at a cost not to exceed the Trip Budget.
- E.** Contractor shall complete the task and deliver all deliverables, if any, to Contract Officer in accordance with the Trip Schedule.

III. All buses used to perform the Services shall:

- A.** Be thoroughly clean and free of trash and debris inside and outside before and after each trip, and safe to the highest industry standards at all times of operation.
- B.** Undergo regular preventative maintenance every forty-five (45) days, as set forth in California Vehicle Code Section 34505, as well as pre-trip inspections prior to each trip. Contractor shall be responsible for providing adequate training to its staff to ensure proper operation and maintenance of all buses used to perform the Services. Contractor shall maintain records of all inspections and maintenance work performed on such buses for a minimum of three years following completion of the services under this Agreement.
- C.** Have at all times of operation, and available for inspection at any time by City staff:
 - 1. Valid bus registration.
 - 2. Proof of insurance showing automobile liability coverage for the vehicle as required by law and in accordance with Article 5, "Insurance and Indemnification," of this Agreement.
- D.** Be equipped with an appropriate two-way communication device that is regularly maintained and fully functioning for adequate dispatch and radio monitoring in order to enable effective driver/vehicle assignments and prompt responses to driver and/or vehicle problems, as required by California Vehicle Code Section 24018.
- E.** Buses utilized for services pursuant to this Agreement shall be ADA-accessible when requested by the Contract Officer. For the avoidance of doubt, "ADA," as used in this Agreement, means and refers to the Americans with Disabilities Act of 1990.

IV. Drivers used to perform the Services shall:

- A.** Be the Contractor's own employees.
- B.** Be familiar with the route to outbound destinations, or have access to a Global Positioning System (GPS).
- C.** Be in compliance with all applicable licensing, qualification and certification requirements, per Federal, State and local law. Driver credentials shall include, but are not limited to, the following:
 - 1. Valid California Commercial Class B Driver's License;
 - 2. Valid California Verification of Transit Training (VTT) Certificate and/or Student Pupil Activity Bus (SPAB) certificate;
 - 3. Medical Examiner's Certificate certifying the health of the bus driver to conduct all applicable duties and tasks of a bus driver.
- D.** Possess the above-described credentials at all times while performing Services under this Agreement. Such credentials shall be available for inspection by City staff at any time.
- E.** Wear an official Contractor-approved uniform with the Contractor's name clearly printed/embroidered on his/her clothing.
- F.** Be subject to immediate removal from services and replacement with another qualified driver upon the Contract Officer's written request to Contractor's Principal, for any of the following reasons in the discretion of the Contract Officer:
 - 1. Committing unsafe or inappropriate acts while providing service, as reported by customers, other drivers, members of the public, or directly observed by City staff or agents thereof;
 - 2. Revocation, suspension, or non-renewal of a valid California driver license or any of the credentials described above; or
 - 3. Unacceptable customer service as reported by customers, other drivers, or directly observed by City staff or agents thereof.

V. Trip Requests

- A.** Trip Requests are the Contract Officer's written requests for Contractor's services on an as-needed basis. Contractor shall strictly comply with Trip Requests, which will include the following:
 - 1. Date of the trip ("Trip Date");

2. Pick-up/departure times;
 3. Estimated drop-off times;
 4. Trip Supervisor (as defined below);
 5. Locations of pick-ups and drop-offs;
 6. Total number of hours the bus will be utilized;
 7. The estimated number of passengers; and
 8. Route Option 1 or Route Option 2 (see paragraph (D), below); and
 9. Estimated cost of service, based on the rates stated in Exhibit “C-1.”
- B.** The bus driver shall arrive at the pickup location by the time required pursuant to Section VII of this Exhibit “A” and shall depart by the scheduled times at outbound starting locations. Contractor is not responsible for any passengers who have not boarded the vehicle at the scheduled time of departure.
- C.** The bus driver shall not conduct unrelated trips (i.e., trips not covered by the Trip Request) during the time between the designated pick-up and drop-off time on the Trip Request, unless prior specific approval for the unrelated trip has been granted by the Contract Officer in writing; such approval shall be in the sole discretion of the Contract Officer, except that the Contract Officer shall not approve any unrelated trip which the Contract Officer determines poses a significant possibility of interference with the services under this Agreement.
- D.** Trip Requests shall indicate one of the following two (2) Route Options:
1. Route Option 1 (A → B → A): Bus departs from the designated start location, remains at the destination with the passengers, and returns to the designated start location.
 2. Route Option 2 (A ↔ B): Bus and Driver will operate a continuous loop from the initial pick-up location to the destination and back to the pick-up location for a period of time specified.
- E.** The Contract Officer and/or designated City staff shall submit Trip Requests to the Contractor at least two (2) weeks prior to the Trip Date indicated on the Trip Request. Within one (1) week of City’s submittal of the Trip Request, the Contractor shall respond with a written Trip Proposal. The Trip Proposal shall include the information specified in Section II(B) of this Exhibit “A” and the following:

1. Confirmation of the estimated cost stated in the Trip Request, or a detailed explanation for any increase in the trip cost, which will be subject to Contract Officer approval as part of the Trip Budget;
 2. The name and contact information of the driver who will perform the services (If this information is unavailable, then Contractor shall provide this information at least one (1) business day prior to the Trip Date); and
 3. Any special instructions or notes regarding the Trip;
- F.** Contractor shall maintain a record of all trip sheets, pre-trip inspection reports, and bus driver records/licenses/certificates for a minimum of three years following the completion of services under this Agreement, to enable the Contract Officer to evaluate the performance of such Services.

VI. Cancellations

The City may charge the Contractor the sum of Two Hundred Fifty Dollars (\$250.00) as a cancellation charge per bus reserved if Contractor cancels a trip and does not give notice to the City's Contract Officer at least one (1) week in advance of the scheduled date of departure. On multi-day trips, cancellation charges shall be a one-time charge of Four Hundred Dollars (\$400.00) per bus reserved, regardless of the amount of days per each multi-day trip. Such charges may be assessed, at the option of the City, either (i) via separate City invoices to Contractor, (ii) by City withholding said amounts from payment of Contractor's invoices for services, or (iii) by City having the amounts applied as a credit toward City's payment of future Contractor invoices for services. Such charges are without limitation of City's remedies pursuant to Article 7 of this Agreement, including for default relating to unauthorized cancellation(s) resulting in failure to perform services as required pursuant to this Agreement.

VII. Bus Driver Responsibilities; Late Pickups

- A.** The City shall provide a dedicated City staff member to each bus (the "Trip Supervisor"). The Trip Supervisor and the bus driver must work in unison on any bus trip. However, when a safety or driving-related issue is concerned, the bus driver/Contractor has the final authority and ultimate responsibility.
- B.** The driver will arrive at the pickup a minimum of ten (10) minutes prior to the scheduled departure time for the loading of equipment (unless otherwise instructed by the City's Transportation division). Pickup and discharge of trip participants shall be made at designated points only.
- C.** The City may charge a fee of Fifty Dollars (\$50) for any pickup delay (including arriving late for pickup or departing after the scheduled departure time) of up to fifteen minutes, One Hundred Dollars (\$100) for any pickup delay of 15-30 minutes, One Hundred Fifty Dollars (\$150) for any pickup delay of 30-45 minutes, and Two Hundred Dollars (\$200) for any pickup delay of over 45 minutes. These charges shall be assessed per bus, and may be assessed, at the option of the City,

either (i) via separate City invoices to Contractor, (ii) by City withholding said amounts from payment of Contractor's invoices for services, or (iii) by City having the amounts applied as a credit toward City's payment of future Contractor invoices for services. Such charges are without limitation of City's remedies pursuant to Article 7 of this Agreement, including for default relating to pickup delays resulting in failure to perform services as required pursuant to this Agreement. Notwithstanding the foregoing, the City may opt not to charge these fees, or to charge a lesser amount than specified above, where (i) the Contractor submits documentation, promptly after a pickup delay occurs, evidencing that the delay was outside the Contractor's control and not due to any default of Contractor under this Agreement, and (ii) the Contract Officer, in his or her sole discretion and after reviewing said documentation, approves of City foregoing or reducing the fees for the pickup delay in writing.

- D.** Upon arrival at the trip destination, the driver shall keep the Trip Supervisor informed as to the location of the bus and shall remain within a reasonable distance/area of the bus.
- E.** A bus shall not be put into motion until all passengers are seated. All passengers must remain seated while the bus is in motion. Only the Trip Supervisor may stand or walk while the bus is in motion to supervise students and/or take attendance.

VIII. Additional Provisions

- A.** In the event of a vehicle breakdown, Contractor shall immediately notify the Contract Officer and unless otherwise directed by the Contract Officer, shall provide for towing of the broken-down vehicle and shall provide a substantially similar, replacement vehicle (which shall be ADA-accessible if the broken-down vehicle was ADA-accessible) as soon as practicable, without the need for an affirmative request by the Contract Officer. Time spent on obtaining a replacement vehicle shall not be billed to the City as time spent performing services pursuant to Exhibit "C-1" below. If the Contractor does not send a replacement vehicle, the Contractor shall not charge the City for time spent or services provided by the vehicle that broke down.

IX. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City updated of the status of performance by delivering the following status reports:

- A.** Upon request, an accurate and updated bus inventory list;
- B.** Upon request, accurate and updated policies regarding handling of bus breakdowns, accidents, or emergencies.
- C.** Promptly following the occurrence, reports of (i) any and all break-downs, accidents, or collisions involving Contractor's buses performing services hereunder; and (ii) any and all altercations or other reasonably notable incidents

involving passengers or members of the public in connection with Contractor's performance of the services hereunder.

X. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

- A.** Upon commencement of Services and as necessary thereafter, a current organizational chart showing the unit(s) or division(s) responsible for the services relative to the Contractor's structure, including the names and contact information of key management and staff.
- B.** A follow-up response and resolution to the Contract Officer and designated City staff for any complaints, concerns, or suggestions by any trip participant, member of the public, and/or City staff regarding a trip within a 24 hour period from the time of the notice from the Contract Officer.
- C.** Within seven (7) days after the effective date of this Agreement and prior to commencing transportation services pursuant to this Agreement: A list of the Contractor's current inventory of buses available for service pursuant to this Agreement, including details on each bus, such as respective seating capacity, amenities (restrooms, DVD/TV monitor, Wi-Fi, A/C outlets, etc.), year, make, and model. Contractor shall provide the City with updated inventory lists at the start of each calendar year and whenever there is a change in the inventory.
- D.** See Sections I-IX, above.

XI. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

XII. Contractor will utilize the following personnel to accomplish the Services:

- A.** Dan Wilson, CEO
- B.** Madison Monahan, Director of Sales
- C.** George ("Rusty") Harrison, Director of Safety & Compliance
- D.** Nanette Manzini, Director of Operations
- E.** Todd Barretta, VP of Finance & Administration
- F.** Brayan Coahuillas, Fleet Manager
- G.** Steven Velasquez, Site Supervisor
- H.** Contractor's staff, including but not limited to qualified bus drivers.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

(added text is identified in ***bold italics***, deleted text in ~~strike through~~)

I. Section 1.4, “Licenses, Permits, Fees and Assessments,” is hereby amended to read as follows:

“Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement, ***including but not limited to all licenses, permits, and approvals required for drivers.*** Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.”

II. Section 3.4, “Term,” is hereby amended to read as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~one (1)~~ ***three (3)*** years from the ***effective*** date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). ***City, in its sole discretion, and subject to a duly approved and executed Agreement amendment between the Parties, may extend the Term for one (1) additional 2-year term at the same billing rates set forth in Exhibit “C-1” (inclusive of any CPI increases approved thereunder), which extension period would commence on July 1, 2026 and expire on June 30, 2028.***

III. Subsection (a), “General Liability Insurance,” of Section 5.1, “Insurance Coverages,” is hereby amended to read as follows:

“(a) General Liability Insurance (~~Coverage Occurrence~~ Form ***ISO CGL CG 00 01*** or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than ~~\$1,000,000.00~~ ***\$5,000,000*** per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.”

IV. Subsection (b), “Worker’s Compensation Insurance,” of Section 5.1, “Insurance Coverages,” is hereby amended to read as follows:

“(b) Worker’s Compensation Insurance. A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement, ***with Employer’s Liability insurance coverage limits of at least \$1,000,000.00.***”

V. **Subsection (c), “Automotive Insurance,” of Section 5.1, “Insurance Coverages,” is hereby amended to read as follows:**

“(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than ~~\$1,000,000~~ ***\$5,000,000***. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.”

VI. **Section 7.7, “Termination Prior to Expiration of Term,” is hereby amended to read as follows:**

“7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon ***thirty (30)*** ~~sixty (60)~~ days’ written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. ~~Except where the Contractor has initiated termination,~~ ***Regardless of which party initiates termination without cause pursuant to this Section,*** the Contractor shall be entitled to compensation for all ***authorized*** services rendered prior to the effective date of the notice of termination ~~and for any services authorized by the Contract Officer thereafter~~ in accordance with the Schedule of Compensation ~~or such as may be approved by the Contract Officer,~~ except as provided in Section 7.3. ~~In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder.~~ In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.”

VII. **A new Section 7.10, Liquidated Damages, is hereby added to read as follows**

“7.10 Liquidated Damages.

With respect to the cancellation charges and late charges outlined in Sections VI and VII(C), respectively, of Exhibit “A” (Scope of Services”) of this Agreement, City and Contractor agree that the determination of actual damages for such cancellations or delays in performance of the services would be extremely difficult or impractical to determine in the event of a breach of said provisions, and therefore Contractor shall be liable for and shall pay to the City, as liquidated damages, the sums set forth in said provisions for such cancellations or delays in the performance of the services, in addition to the period of the delay not being compensated as billable hours as stated in Section II of Exhibit “C-1,” which amounts the Parties agree collectively represent a fair and reasonable estimate of such damages. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor, without limitation as to any other rights or remedies City may have.”

VIII. Section 9.1, “Notices, is hereby amended to read as follows:

“9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. ***Notwithstanding the foregoing, for notices between the City’s Contract Officer and Contractor’s Principal regarding Trip Requests and Trip Proposals, the Contract Officer and Principal shall exchange email addresses prior to commencement of services (and shall update the email addresses as needed), and the notices may be sent to their respective designated email addresses and shall be deemed communicated upon delivery of the email.***”

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Contractor shall adhere to the established Trip Budget for each Trip, based on the billing rates set forth in Exhibit "C-1." There shall be no approved reimbursable expenses, as all out-of-pocket expenses necessary for trips (e.g., tolls) will be paid by the Trip Supervisor as stated in Exhibit "A."**
- II. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate for all hours worked.**
- III. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**
- IV. Contractor's billing rates for Services are set forth in Exhibit "C-1."**

EXHIBIT “C-1”

BILLING RATES

I. The Contractor’s billing rates for Services shall be as follows, based on the following bus types:

- A. School Bus (minimum seating capacity of 55 passengers)**
 - 1. \$645 for the first five (5) hours; \$129 per hour thereafter.
- B. Premium Coach Bus (minimum seating capacity of 50 passengers)**
 - 1. \$845 for the first five (5) hours; \$169 per hour thereafter.
- C. Mini School Bus/Shuttle Bus (minimum seating capacity of 12 passengers)**
 - 1. \$545 for the first five (5) hours; \$109 per hour thereafter.

II. The billing rates for Services are subject to the following conditions:

- A.** Contractor shall not charge the City for any time spent traveling from the bus yard/storage area (or other prior location) to the pick-up location, nor the time spent traveling from the drop-off location back to the bus yard/storage area (or other subsequent location), nor for providing towing or replacement buses in the event of a break-down.
- B.** Billable hours commence at the actual trip pickup arrival time (which will be the scheduled pickup arrival time per the approved Trip Request unless Contractor arrives late for pickup, in which case the period of the delay shall not constitute billable hours and late fees shall apply for the period of the delay in accordance with Section VII(C) of Exhibit “A”), and end at the designated end time per the approved Trip Request, or the actual end time of the Trip if earlier than the designated end time.
- C.** Final Trip prices may change from an approved Trip Proposal only upon approval of the Contract Officer based on review of the actual allowable billable hours of the Trip and any other appropriate adjustments made in accordance with this Agreement, provided the number of buses used has not changed from the final approved pre-Trip number.
- D.** Contractor shall not pay out-of-pocket expenses, including parking expenses, tolls, and park entrance fees. Each scheduled trip will include a Trip Supervisor authorized to pay such costs during the trip.
- E.** Upon approval by Contract Officer following a written request submitted by Contractor with supporting information, Contractor may adjust its billing rates, effective January 1 of each calendar year during the term of this Agreement, based

on the percentage change in the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA region, as published by the United States Bureau of Labor Statistics (CPI-U). Rate adjustments pursuant to this paragraph must be submitted by January 31 of the relevant calendar year (i.e., within 30 days after the date the requested adjustment would take effect) or will be waived for the relevant calendar year. The requested/approved billing rate adjustment shall be equivalent to the previously-applicable billing rate(s) under this Exhibit "C-1" multiplied by the percentage change in the CPI-U during the period between (i) the effective date of the previous rate adjustment hereunder (or for the first rate adjustment hereunder, the effective date of this Agreement) and (ii) the requested effective date of Contractor's rate adjustment request (i.e., January 1 of the relevant calendar year). The Contract Officer shall grant approval of a requested rate adjustment hereunder only after verifying that the adjustment accurately reflects the percentage change in the CPI-U over the relevant time period. No rate adjustment requested or approved hereunder shall result in the Contract Sum being exceeded; prior City Council approval shall be required for any increase to the Contract Sum necessitated or requested due to rate adjustment(s) pursuant to this paragraph.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. Contractor shall be available to perform the services seven (7) days per week, from the hours of 7:00 a.m. to 7:00 p.m. Exceptions to the foregoing days/hours of required availability may be considered and approved by the Contract Officer in his or her sole discretion. Contractor shall perform all Services timely in accordance with the applicable approved Trip Proposal and shall complete the Services in accordance with the applicable approved Trip Schedule, as set forth in Exhibit "A".**
- II. Contractor shall deliver the following tangible work products to the City by the following dates:**
 - A. See Section X of Exhibit "A."**
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**