

Administering Agency: Placer County Department of Public Works

Contract No. #001273

Contract Description: North Lake Tahoe Microtransit Pilot

SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California by and between the County of Placer, ("County"), and Squaw **Downtowner, LLC** ("Contractor"), corporation entity number 201832010103, who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Term.** The Term of this agreement is from May 1, 2021 through April 30, 2023.
3. **Payment.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The initial project term will be May 1, 2021 through September 6, 2021. Subsequent projects will be approved as amendments to this agreement. The initial project contract cost shall not exceed Four Hundred Sixty-Five Thousand Dollars (\$465,000).**
4. **Facilities, Equipment and Other Materials, and Obligations of County.** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. County shall provide parking facilities for the contractor; terms of this agreement are set forth in Exhibit C.
5. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
7. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
8. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

9. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
10. **Hold Harmless and Indemnification Agreement.** The Contractor hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other reasonable expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Agreement.. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Contractor and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to California theory of comparative fault.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the PLACER COUNTY or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this Agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

11. **Insurance.**

Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A- VII showing.

A. **Worker's Compensation and Employer's Liability Insurance**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice from Contractor to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.

Contractor shall require all Subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. General Liability Insurance

- (i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - a. Contractual liability insuring the obligations assumed by Contractor in this Agreement.

- (ii) One of the following forms is required:
 - a. Comprehensive General Liability;
 - b. Commercial General Liability (Occurrence); or
 - c. Commercial General Liability (Claims Made).

- (iii) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a. One million dollars (\$1,000,000) each occurrence
 - b. Two million dollars (\$2,000,000) aggregate

- (iv) If Contractor carries a Commercial General Liability (Occurrence) policy:
 - a. The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) for Products-Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate

 - b. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- (v) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

 - a. The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate

 - b. The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. Conformity of Coverages

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

D. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- (i) "The County of Placer, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- (ii) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self- insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- (iii) "This policy shall not be changed without first giving thirty (30) days prior written notice from Contractor to the County of Placer."

E. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Additional Requirements

- (i) Premium Payments: The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (ii) Policy Deductibles: The Contractor shall be responsible for all deductibles in all of the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be approved by County.
- (iii) Contractor's Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- (iv) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (v) Material Breach: Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

12. **Contractor Not Agent**. Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent.

Contractor shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.

13. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

14. **Personnel.**

A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of this Agreement by County, and payment shall be made pursuant to Section 16 (Termination) of this Agreement only for that work performed by Project Team members.

15. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

16. **Termination.**

A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof; provided, however, that "writings" shall not include, or be deemed to include, any of Contractor's software, codes or algorithms, or any materials incorporating or embedding such software, codes or algorithms, used in the performance of this Agreement.

2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.

3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the

amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty (30) working days' advance written notice to the County.

17. **Compliance with Laws; Nondiscrimination.** Contractor and any subcontractors, consultants, , and other vendors performing services under this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and County policies, including the provisions of the Americans with Disabilities Act of 1990 and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified
18. **Records.** Contractor shall maintain, at all times during the term of this agreement, complete detailed records with regard to work performed under this Agreement in a form reasonably acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
19. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data is the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder and/or termination of this Agreement. Notwithstanding the foregoing or any other provision in this Agreement, Contractor retains all intellectual property rights and other rights, title and interest to its software, codes and algorithms used in performing services, and nothing in this Agreement provides or grants the County with any right, title or interest to any such software, codes or algorithms.
20. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
21. **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.
22. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made

by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid.

- 23. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 16, Termination.
- 24. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The Parties agree any legal dispute regarding this Agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California.
- 25. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Department of Public Works
Attn: Jaime Wright
3091 County Center Drive
Suite 220
Auburn, CA 95765

CONSULTANT:

Squaw Downtowner, LLC
Attn: Travis Gleason
210 NE 4th Avenue
Delray Beach, FL 33483

Phone: 530-745-3530

Phone: 561-929-1471

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

- 26. **General Health Measures and Conduct:** Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein on County premises. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to County personnel and the public) to contagious and infectious diseases. Should the County or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on County premises, the Contractor shall immediately take measures to minimize or prevent exposure to County employees and/or the public consistent with government guidance and best practices. Such removal of Contractor's employees or subcontractors shall not be considered a basis for that employee's claim for compensation or damages against the County, or any of its officers or agents. The employee shall not return to work on County premises until Contractor determines that the situation is resolved.
- 27. **Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of County and shall be promptly delivered to County. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials. Consistent with Section 19 (Ownership of Information), "contract materials" shall not include, or be deemed to include any of Contractor's software, codes or algorithms, or any materials incorporating or embedding such software, codes, or algorithms, used in the performance of this Agreement.

28. Counterparts; Electronic Signature

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

**SQUAWDOWNTOWNERLLC
("CONTRACTOR")***

COUNTY OF PLACER ("COUNTY")

Signature

Print Name

Chair of the Board, President, or
 Vice President

Date: _____

Ken Grehm
Department of Public Works Director

Date: _____

Signature

Print Name

Secretary, Asst. Secretary,
 Chief Financial Officer, or Asst. Treasurer

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

- Exhibit A: Scope of Services
- Exhibit B: Payment Terms
- Exhibit C: Facilities, Equipment and Other Obligations of County

**If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.*

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

EXHIBIT A SCOPE OF SERVICES

1.1 BACKGROUND

Tahoe Truckee Area Regional Transit (TART) is operated by the Placer County Department of Public Works in partnership with the Town of Truckee. While the two systems are branded as a single service, they are operated and managed independently. Truckee operates the Truckee Local Route as well as night service connections to local resorts on Hwy 89 and 267. Placer County TART operates the TART service continually in North Lake Tahoe with connections to Truckee. This Agreement is for a pilot program providing qualified mobility service and technology to assist with the development and deployment of a Demand Response Rideshare Service (“Pilot Project”).

The goal of the Pilot Project is to improve transportation options and mobility for residents and visitors trying to travel within North Lake Tahoe or trying to connect with the regional transit system. TART aims to improve the customer experience in addition to service levels for current TART riders and drive new customer acquisition by operating a new service which provides demand-responsive pick-ups and drops-offs, with real-time customer information. This new service will connect more people and places to our existing system. The new service will be responsive to customer demand by providing riders the ability to reserve a ride in real-time through a smartphone application and software platform. The new service will perform like a continuous vanpool and will dynamically route vehicles to meet TART riders demand, saving riders time compared to fixed-route options and replacing single-occupancy vehicle trips. The new public transportation service will incorporate a “MicroTransit” model within the TART system, utilizing shorter trips in duration and vehicles that are smaller than traditional transit vehicles.

1.2 OBJECTIVES

- Improve alternative transportation options compared to personal vehicles or traditional single occupancy transportation networking companies through competitive or reduced travel times, convenience, cost effectiveness and improved overall trip experience.
- Reduce congestion and improve traffic flow by reducing vehicles on the road.
- Implement a free to the rider microtransit service in coordination with TART free to the rider fixed route service.
- Test the impact of a Mobility on Demand Rideshare Service through a short-term project model on the pilot innovation zones.
- Better understand demand and willingness to use a rideshare service.
- Acquire data to allow for detailed analysis of service performance and opportunities for improvements.

1.3 REQUIREMENTS

A. Turnkey solution provided through this Agreement to include the following items:

- Real-time, dynamic service
- Software application/platform necessary for scheduling, dispatch, user interface, data collection, reporting, backend dashboard.
- A telephone reservation system will be made available during all hours of service for those unable to utilize the smartphone app
- Vehicles – owned or leased by vendor
- Drivers
- Operation of service

- Customer service
- Storage for vehicles within Placer County property
- Maintenance of vehicles
- Marketing of service in partnership with Placer County

B. TART has identified two zones for the Mobility on Demand rideshare service

- 7 days of service per week, Monday through Sunday, July 1, 2021 through September 6, 2021
- 16-hour service span per day, Monday through Sunday (8am – 12am midnight).
- Passenger wait times of no more than 15 minutes, 98% of the time within the Dollar Point/West Shore Zone and 99% of the time within the Tahoe Vista/Kings Beach/Brockway Zone.
- Shared passenger trips during peak hours will occur at a minimum of 38% of the time within the Dollar Point/West Shore Zone and 25% of the time within the Tahoe Vista/Kings Beach/Brockway Zone.
- Maximum trip times within the Dollar Point/West Shore Zone will be no more than thirty minutes.
- Maximum trip times within the Tahoe Vista/Kings Beach and Brockway Zone will be no more than twenty minutes.
- When requesting a ride, patrons must immediately be given an estimated wait time based on driver availability.
- All trips must begin and end within the identified zones (Zones identified in Exhibit A)
- Ability for riders to seamlessly make connections between Microtransit service and TART fixed route service.
- All trips will be free to the rider.
- Data sharing and ownership by Placer County as described in Section 1.5.3.
- On-site manager must be available during all hours when service is operational
- Ability to request an ADA accessible vehicle on-demand using the same technology as other patrons.
- Service option for those without a smart phone or internet access
- Ability to scale service based on demand
- Implement COVID-19 cleaning and capacity measures per current CDC Guidelines
- Contractors shall comply with all current applicable federal, state, and municipal laws, codes, and regulations aimed at employers to protect the safety and health of employees and the public.

1.4 SERVICE DAYS AND HOURS

The initial pilot project term will be July 1, 2021 through September 6, 2021. Subsequent projects will be approved as amendments to this agreement. Contractor will provide service for the initial pilot term, Monday through Sunday, 8:00am to 12:00am midnight beginning July 1, 2021 and operating through September 6, 2021. The number of vehicles running may be scaled based on anticipated demand during the day. Wait times should be no more than 15 minutes and may differ for different service areas of the North Shore. Riders should always be able to travel within proposed service areas and between the service areas in Tahoe City and the West Shore.

1.5 DETAILED SCOPE OF WORK

Placer County requests the development and implementation of an innovative and dynamic demand response rideshare model. The key components of the Pilot Rideshare Service, as envisioned by the County are outlined below.

1.5.1. PILOT DEPLOYMENT PLAN

Contractor shall submit a pilot implementation plan for County review and approval, detailing all tasks necessary to deploy the Pilot Rideshare Service. Include timelines and indicate responsible parties. Tasks may include but are not limited to:

- Work elements separated into tasks and phases
- Identification of key staff by work activity and proposed location
- Identification of schedule start and stop dates for each activity
- Expected deliverables/results
- Key milestones (i.e., Pilot deployment, Performance Monitoring)
- Vehicle Procurement and Branding
- Driver Procurement and Training
- Administrative Processes
- Zone Familiarization Trips
- Promotional Events & Marketing
- Full-Service Deployment

The work plan for services through September 2021 must be submitted to the County by May 15, 2021. The work plan for services through 2021 winter season must be submitted to the County by October 1, 2021. The County will review the work plans and collaborate on any needed changes.

1.5.2. PROJECT MANAGEMENT

Project management will be a key responsibility of the Contractor and a continuous function. The County has designated the Public Works Manager of Transit Services to coordinate all project activities with the Contractor.

In the area of Project Management, the Contractor shall:

- Schedule and facilitate a kick-off meeting and meetings at key milestones, field reviews, advisory and/or stakeholder group meetings, and other project related meetings.
- Maintain and update the work plan as approved by the County.
- Develop and maintain an overall project schedule to ensure milestones are met in an efficient manner.
- Ensure that individuals performing tasks have appropriate skill levels and credentials.
- Coordinate all required deliverables including, Pilot operations, vehicle acquisition, hiring of Contractors, vehicle wrapping or decals/branding, installation and configuration of software and hardware, documentation and training, performance monitoring and reporting.
- Be available and responsive to requests for information, inspections, or meetings

1.5.3. PERFORMANCE MONITORING AND REPORTING

A. Contractor shall provide regular reporting, as follows:

- Provide bi-weekly briefings to County staff on completed tasks, deliverables, and all issues experienced and/or resolved during the 2-week period, with an explanation and new date for unmet tasks and deliverables. The briefing will also provide a forecast of activities and

expected deliverables for the upcoming 2-week period. The bi-weekly briefing shall contain, at a minimum:

- Summary of Work Completed To-Date
- Updates to Project Schedule
- Status of Pilot and Deliverables
- Activities and expected deliverables for the upcoming month
- Red-flag issues
- All complaints, whether written, verbal, or app-based
- Any public app or County platform errors or downtime

B. Accident/Incident Reporting should be provided as follows:

- Contractor shall develop, implement and maintain formal procedures for response to accidents, incidents, service interruptions, and complaints, subject to COUNTY review and approval prior to initiating services under this AGREEMENT.
- Accident reports are to be submitted to COUNTY within one (1) business day for injury accidents, and within two (2) business days for non-injury accidents. Telephone notification on all injury accidents shall be provided to COUNTY thirty (30) minutes of occurrence. Contractor should contact the Transportation Manager at (530) 745-3530 and via email at jaimewright@placer.ca.gov.
- Contractor will be responsible for completing incident reports for vehicle and non-vehicle incidents, accidents, and collisions during performance of this contract. Incident reporting will be completed on a form prescribed by the COUNTY.

C. Provide Performance Reports as follows:

- *Regular Performance Monitoring:* Reporting and analysis tools shall be built into the technology platform and open to the County for regular use. All data collected as part of the Pilot Project must be openly shared with the County and is the property of the County. The Contractor shall create custom reports as requested by the County. Reports shall allow for daily, weekly, monthly assessment of the Service so that changes can be made to improve service and ridership if deemed necessary by the County.
- *Performance Evaluation Reports:* Agreement or shall provide a Performance Evaluation Report at the end of each month of Rideshare Service. At the end of the seasonal pilot, a Summary Performance Evaluation Report shall be submitted that includes all past performance measures and reporting to give a comprehensive overview of the success of the Rideshare Pilot Project to date.
- *Report Content:* Monthly Performance Evaluation Reports shall summarize the performance of the Pilot, using clear and measurable criteria that could include but are not limited to the list below, subtotaled for each zone:
 - Vehicle Revenue Hours/Miles: The hours (miles) that a vehicle is available to the general public and for demand response service includes all travel and time from the point of the first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the garage or dispatching point. In addition, VRH and VRM include the distance and time to pick-up the next passenger. This does not include deadhead distance and time. This definition is consistent with the National Transit Database definition.
 - Total Vehicle Hours/Miles: The hours (miles) that a vehicle is scheduled to or actually travels from the time it pulls out from its garage or dispatching point to go into revenue service to the time it pulls in from revenue service. It is often

called platform time. This includes deadhead distance and time. This definition is consistent with the National Transit Database definition.

- Passenger Miles: The cumulative sum of the distances ridden by each passenger. This definition is consistent with the National Transit Database definition.
- Unlinked Passenger Trips (ridership): The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.
- Total number of unduplicated riders; both monthly and cumulative
- Demand summary (Total number of ride requests, origin/destination, time of use, boarding's per revenue hour, total ridership, type of rider)
- Trip data per zone (travel times, number of shared rides, average wait time, trip denial rate, booking abandonment rates, percentage of time expected wait times are not met, passenger no-shows, missed trips)
- Hardware performance and reliability
- Vehicle maintenance, performance, and reliability
- Status and success of marketing efforts (number of events, attendance, audience reach, etc.)
- Customer Service

1.5.4. Performance Metrics and Incentive

In the event Metric 1 and Metric 2 performance metrics are not met on a monthly basis, the variable rate of the contracted amount will be reduced by 5%. If contractor meets or exceeds Metrics 1 and 2, full variable cost will be paid each month. The penalty associated with Metric 3 is listed within the description below.

A. Metric 1- Wait Time

The wait time goal of this pilot is 15 minutes. However, a grace period will be provided. Drivers will arrive within 20 minutes for at least 90% of ride requests. This metric assumes ride sharing is on. This metric is valid up to 200 rides per day in the Westshore-Tahoe City zone and 150 rides per day in the Kings Beach-Tahoe Vista-Brockway zone. On days when these ride thresholds are exceeded, drivers will arrive within 30 minutes for at least 90% of ride requests. Rides that were delayed for reasons outside of the Contractor's control (such as road closures) will be documented by Contractor and not penalized.

A Ride Request is defined as a trip requested from an origin to destination with one or more passengers.

B. Metric 2- Trip Duration

80% of trips will have a maximum trip duration of no more than thirty minutes within the Dollar Point/West Shore Zone. 80% of trips will have a maximum trip duration of no more than thirty minutes within the Tahoe Vista/Kings Beach and Brockway Zone. Rides that were delayed for reasons outside of the Contractor's control (such as road closures) will be documented by Contractor and not penalized.

C. Metric 3 – Missed Trips

A missed trip is defined as any occurrence when the driver does not arrive at the pickup location of a ride request, and there is no circumstances beyond the Contractor's control such as a safety concern or a physical constraint outside of the driver's control. Each missed trip will result in a \$500 penalty reflected in the variable rate of the contracted amount.

1.5.5. SOFTWARE, HARDWARE & EQUIPMENT PLANNING

Contractor shall provide all software, installation, training, and technical assistance, hardware and equipment required to deploy and manage the Rideshare Service.

A. Backend Technology Platform Characteristics and Documentation

- The County desires full access to and ownership of all data associated with the Pilot to inform strategic transportation planning efforts. The County envisions a backend technology platform that can be used to, in real time, aggregate riders traveling from multiple origins to multiple destinations in an exceptionally efficient way that optimizes the balance between maximizing vehicle utilization and maintaining excellent quality of customer experience. The platform should support fully automated scheduling, dispatch, and reservations, allowing passengers to book trips in real-time via phone, and mobile application. The administrative interface should allow for real time monitoring and assessment of schedule adherence, vehicle locations, passenger breakdowns, driver performance, and other relevant trip details. The County's backend platform should be accessible via standard web browsers and from any commonly used internet-enabled device and should provide options to generate reports and extract operational data for analysis.

B. Vehicle Hardware and Equipment

- The Contractor shall provide all necessary hardware required to deploy the Pilot Rideshare Service. If any transfer of equipment is required between vehicles, transfer should be simple and efficient. The Contractor user interface should be safe, easy to use, and include audible and clear messaging indicating passenger updates and stop changes. Driving instructions should be available in list, map, and turn-by-turn voice instructions to ensure safe operation.

a. Vehicle Acquisition & Operations Plan:

The County expects the Contractor to supply and maintain all necessary vehicles for the Pilot Project. The pilot program will be operated utilizing vehicles designed, used, or maintained for carrying **NO** more than ten passengers (including the driver), with a weight rating of less than (GVWR) of 26,001. Three vehicles shall be wheelchair lift equipped on order to meet the equivalent service standards under 49 CFR Part 37 Americans With Disabilities Act transit requirements.

If Contractor does not own the necessary vehicles for the Service as determined in the Service Model, vehicle acquisition by way of purchase, leasing, or other agreement will be required by the Contractor. The County desires vehicles that accommodate mobility limited users and bicycle storage, as feasible. Vehicles used in the performance of this Agreement shall be no more than five (5) years old and/or have no more than 150,000 miles during any time during the initial term or subsequent renewals of this Agreement. Vehicle registration and vehicle identification numbers will serve as proof of age. Vehicles must meet all EPA and California emission standards.

b. Vehicle Operations:

The Contractor is responsible for ensuring that all relevant federal, state, and local regulations are complied with. The Contractor shall clearly demonstrate that insurance and liability coverage will be provided for drivers.

1.5.6. SYSTEM AND USER TRAINING

This Rideshare Service is expected to be provided by the Contractor as a turnkey solution with minimal County staff resources needed to implement the service. However, the Contractor shall provide training and manuals for the County staff needed to monitor, assess, access data, and develop reports using the dashboard and other tools provided by the Contractor. The Contractor shall also ensure adequate and complete training of drivers.

1.5.7. TECHNICAL SUPPORT

The Contractor shall provide ongoing technical support to both the public and the County for the duration of the Pilot Project. The Contractor should indicate the level of technical support and ongoing monitoring that will be provided to ensure the system is functioning properly. Software upgrades should be provided as soon as they are available. Technical support could include but is not limited to:

A. Public Application and User Support:

- Phone and email responses to software failures or questions within 24 business hours
- Assistance with questions on use of approved software configuration and software version
- Availability of experts to confer on software new release installation and fixes to bugs
- Software upgrades

B. Vehicle Hardware Support:

- Troubleshooting hardware or network failure
- Assistance with technical recommendations focused on improving system performance

1.5.8. CUSTOMER SERVICE

Customer service shall be available to riders anytime the Rideshare Service is in operation. The County expects this service as part of the overall turnkey approach and will not have staff available to respond to customer service requests.

- Riders shall have immediate access to customer service assistance via mobile application or phone call at any point in time when service is in operation. Customer service will be provided during service hours via the app, "TART Connect or TART Mini" (final name to be provided by Placer County no later than April 15, 2021), which can be downloaded on either Apple or Android devices or by calling a local number to be established no later than May 1, 2021.
- Customer service concerns related to safety shall be addressed immediately and reported to the County within two (2) hours.
- County shall have access to all customer service comments, questions, requests, or complaints.

1.5.9. DRUG AND ALCOHOL TESTING

The Agreement or shall establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of California, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Agreement or shall certify as soon as possible upon award of the resulting Agreement. After the Agreement award date and initial certification, the Agreement or shall certify annually its compliance with Part 655 before March 15 of each Agreement year and shall submit

the Management Information System (MIS) reports before March 15 of each Agreement year to Placer County Department of Public Works, c/o Senior Transportation Systems Supervisor, 3091 County Center Drive, Auburn, CA 95603. To certify compliance the Agreement or shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The Agreement or agrees to carry out pre-employment and other drug testing as to all safety-sensitive employees and sub-contractors performing safety-sensitive functions related to this service. The Agreement or agrees to NOT hire or Agreement with any persons who test positive for substances prohibited under the approved Agreement or drug and alcohol policy to perform any services under this Agreement.

1.5.10. Americans With Disabilities Act Service Requirements

Access Requirements for Individuals with Disabilities: The Agreement or agrees to comply with, and assure that any sub-contractor or, or third-party Agreement or under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). Language from the Federal Transit Administration (FTA) Circular dated November 4, 2015 is included below for reference. Contractor is required to comply with any applicable updates:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities Act (ADA)," 49 CFR Part 37;
 - a. The following sections are relevant to the service provided by AGREEMENT OR under this agreement:

49 CFR Part 37 section 37.77(c)

"For purposes of this section, a demand responsive system, when viewed in its entirety, shall be deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (1) Response time;
- (2) Fares;
- (3) Geographic area of service;
- (4) Hours and days of service;
- (5) Restrictions or priorities based on trip purpose;
- (6) Availability of information and reservations capability; and
- (7) Any constraints on capacity or service availability"

In addition to ensuring equivalent service, a transit agency must also ensure applicable ADA transit requirements are being met. FTA Circular 4701.1, Section 7.5 states: "With these services, agencies have the same obligations to ensure, for example, that service animals are allowed to accompany riders with disabilities and that portable oxygen is accommodated. The training requirements in section 37.173⁽¹⁾ can be particularly important. Vehicle Contractors, including taxi drivers and volunteer vanpool drivers, must be trained to proficiency on safely operating vehicles and equipment and on properly assisting and treating riders with disabilities".

§37.173 Training requirements. Each public or private entity which operates a fixed route or demand responsive system shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat

individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.

2. U.S. DOT regulations "Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles", 49 CFR Part 38;
3. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefitting from Federal Financial Assistance," 49 CFR Part 27;

Exhibit A - Scope of Services
Attachment 1
(Kings Beach, Tahoe Vista, Brockway Zone Map)

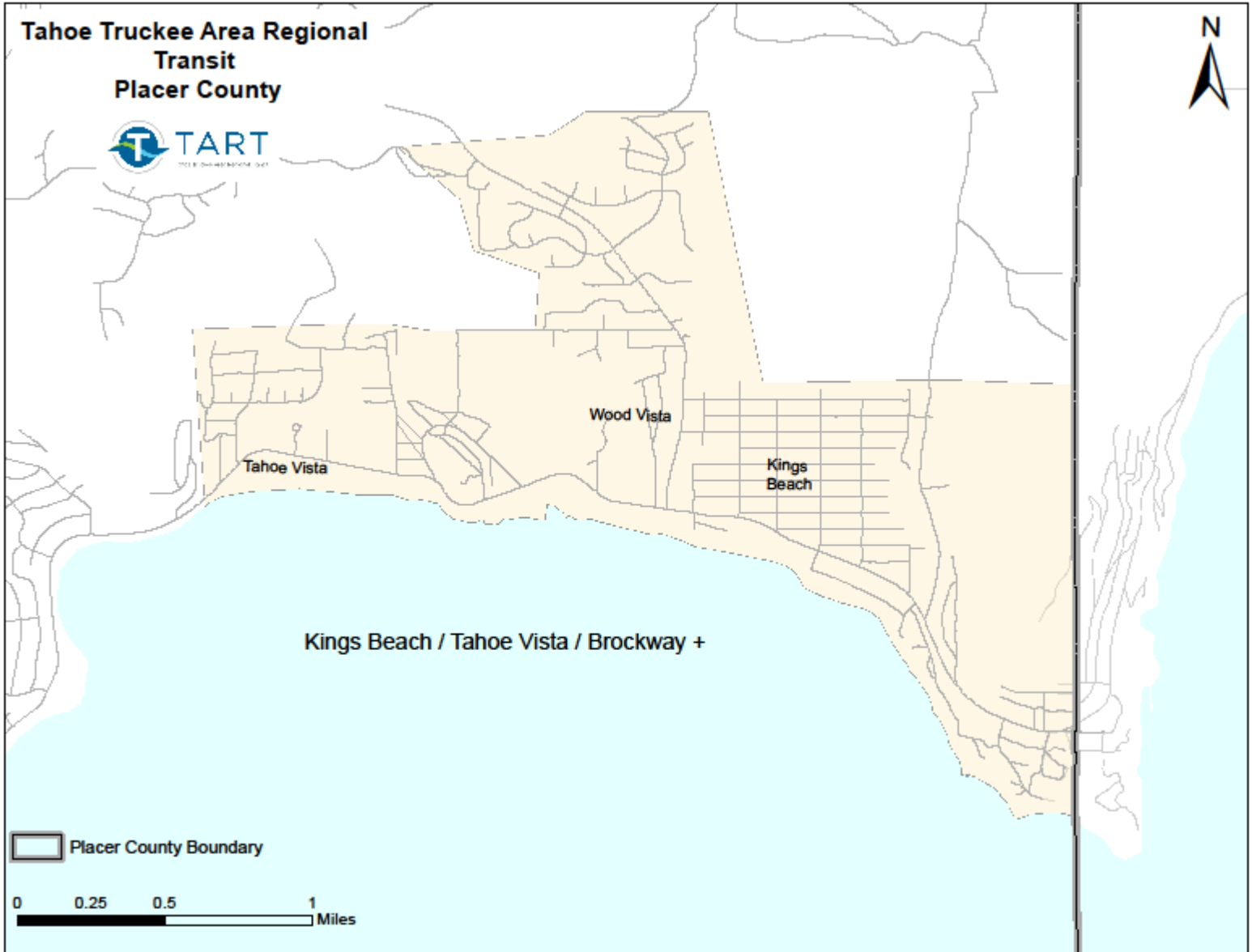


Exhibit A - Scope of Services
Attachment 2
(Dollar Point, Tahoe City, West Shore Zone Map)

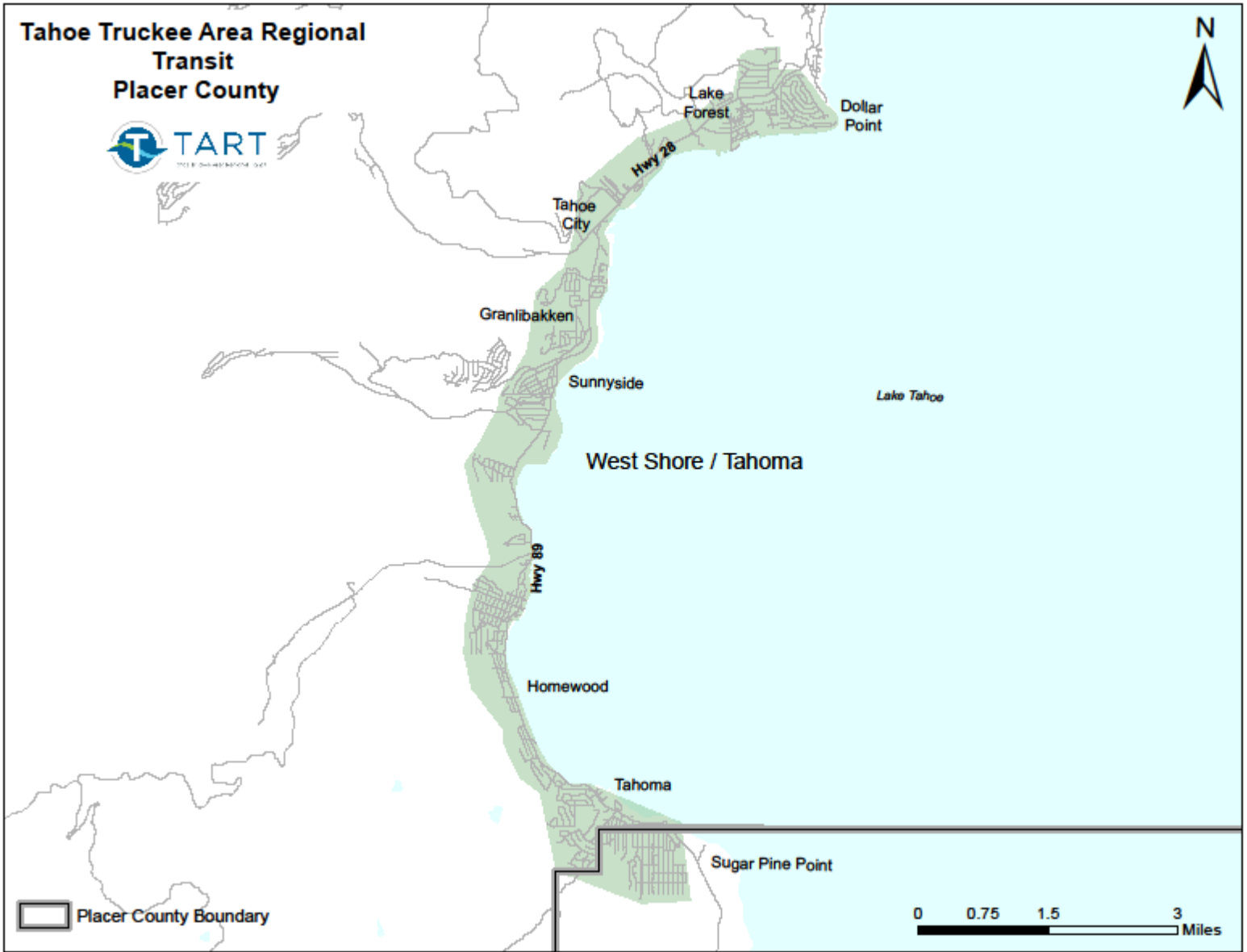


EXHIBIT B
PAYMENT TERMS

1. Payment amount

Contractor shall be paid for both fixed and variable costs as described herein.

a. Fixed Costs

For Summer of 2021 Fixed costs will be billed prior to upcoming month with the initial payment being due May 15, 2021 and subsequent payments being made monthly thereafter. Fixed costs will be \$67,129 per month for a total of \$201,387.

b. Variable Costs

Variable costs will be a maximum of \$263,613 for the term of the pilot project. Variable costs will be billed monthly on the 15th of each month and should include expenses for the preceding month with the billing period beginning and ending in the same calendar month. (i.e. – The invoice for period July 1 – July 31 would be due on August 15th). Should the 15th fall on a weekend or holiday, the invoice will be due on the next business day.

c. Non-authorized expenses

Reimbursement of travel, lodging, and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Agreement shall be borne by the Contractor.

The total of all payments made under this agreement shall not exceed the amount shown in Section 3 of this Agreement.

2. Invoice Requirements

The Contractor must submit written invoices monthly to the County by the 15th of each month for authorized expenses incurred in the preceding full month. For example, the invoice for the month of January would be due by February 15. Should the 15th fall on a weekend or holiday, the invoice will be due on the next business day.

The monthly invoices must include both fixed and variable costs, must be in a format approved by the County, and must contain sufficient detail as required by the County.

Work performed and expenses incurred by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to: Placer County Department of Public Works
 Attn: Jaime Wright
 3091 County Center Drive, Suite 201
 Auburn, CA 95603

3. Payment Timing

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below. Incomplete or inaccurate invoices shall be returned to the Contractor unapproved for correction. Invoices shall be submitted in a format agreed upon by the County and the Contractor.

EXHIBIT C

**FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF COUNTY**

Placer County will provide a location for Contractor to park Contractor-owned vehicles and employee-owned vehicles while on shift for services under this Agreement. Contractor's employees may not park their personal vehicles overnight in the County-provided space. The County will not be responsible for damage or vandalism to or theft from vehicles parked in County-provided areas.