

ACCESSIBLE VEHICLE USE AGREEMENT

BETWEEN

THE CITY OF GOODYEAR

AND

THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

Contract# 136-29-2025-00-MT

THIS ACCESSIBLE VEHICLE USE AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2024, by and between the City of Goodyear, a legal entity duly organized and existing under the laws of the State of Arizona (hereinafter referred to as "CITY") and the Regional Public Transportation Authority, a political subdivision of the state of Arizona (hereinafter referred to as "AGENCY"). CITY and AGENCY are collectively referred to as the "**Parties.**"

RECITALS

WHEREAS, CITY has Charter Authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within Maricopa County to provide transit services (A.R.S. §§ 11-951, et seq.); and,

WHEREAS, AGENCY is a political subdivision of the state of Arizona, established for the purpose of planning and providing public transportation services (A.R.S. §§ 48-5101, et seq.); and,

WHEREAS, as a political subdivision of the state of Arizona, AGENCY "may contract and enter into stipulations of any nature to do all acts necessary and convenient for the full exercise of its powers granted under A.R.S. §§ 48-5101, et seq., including entering into intergovernmental agreements with other governmental entities (A.R.S. §§ 11-951, et seq.); and,

WHEREAS, transit activities are one of those types of activities authorized pursuant to the aforementioned statutory and other authority,

WHEREAS, the AGENCY is willing to provide two accessible vehicles, and CITY is willing to use these vehicles in their microtransit services program in the CITY, as detailed in this Agreement; and,

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations herein contained, it is agreed by the Parties as follows:

SECTION 1. DEFINITIONS

The following capitalized terms shall have the following meaning when used in this Agreement, unless a different meaning is clearly intended:

"Effective Date" means the date on which rights granted hereunder become operative, as specified in Section 6 hereof.

"Force Majeure" means any event which: (i) causes either party to be unable to perform under this agreement; and (ii) is outside the reasonable control of the party unable to perform and could not be avoided by such party through the exercise of due care. Force Majeure events include, without limitation: terrorists, earthquakes, fires, floods, tornadoes, wars, labor strikes or similar accidents, disputes, or similar events.

SECTION 2. SCOPE OF AGREEMENT

During the term of this agreement, AGENCY shall provide the use of two (2) accessible vehicles to be operated by the City's microtransit services provider.

SECTION 3. AGENCY'S OBLIGATIONS:

- 3.1 With respect to the services provided hereunder, AGENCY, shall:
- a. provide two (2) accessible vehicles for the CITY to use.

SECTION 4. CITY'S OBLIGATIONS:

- 4.1 With respect to the services provided hereunder, CITY, shall:
- a. Maintain the two (2) vehicles in a state of good repair as required by the Fleet Maintenance Plan incorporated as Exhibit A.
 - b. Wrap the vehicle with City-specific program branding to cover any Valley Metro branding.

- c. Install and be responsible for any associated “make-ready” equipment to include (but not limited to) the following items:
 - I. Rear Bicycle Hitch
 - II. Rear Bicycle Rack
 - III. Fold Down Seat
 - IV. Associated Technology (Tablet, Tablet Mount, “Drivecam” system)
- 4.2 Prepare monthly usage and other reports to include (but not limited to):
- a. Monthly usage miles and hours.
 - b. Revenue vehicle status summary detailing in service or out-of-service, by vehicle, and by day.
 - c. Preventative maintenance performed on a vehicle.
 - d. All vehicle asset information required by Valley Metro Maintenance to maintain its Asset Management System as required by FTA (to be developed as a side procedure).
 - e. Verbal notification to the AGENCY within 1 hour of accidents and incidents with details of injuries. Written reports to the City’s Contractor within 24 hours of occurrence.

SECTION 5. TERM OF AGREEMENT

The term of this Agreement shall be effective June 1, 2024, to June 30, 2027. The Parties do not intend that the term of this Agreement shall exceed any limitation imposed by law, including without limitation, the laws of the State of Arizona, and agree to comply with any applicable requirements of such laws in connection with any renewal of the term of this Agreement.

SECTION 6. EFFECTIVE DATE

This Agreement shall take effect only after it has been approved by the City's Council, approved by the Agency Board of Directors, executed by the duly authorized officials of each of the Parties, approved by the Parties' respective counsel, and may be filed with the City's Clerk. The Effective Date of this Agreement is the date first set forth above.

SECTION 7. GENERAL CONDITIONS

7.1 Records and Audit

- a. All books, accounts, reports, files, and other records relating to this Agreement under the custody or control of CITY or its contractors shall be subject, at all reasonable times, to inspection and audit by AGENCY, FTA, and the City of Phoenix, for five (5) years after completion of this Agreement. Such records shall be produced at CITY offices as and when requested by the AGENCY.

7.2 Covenant Against Contingent Fees

- a. Both Parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no city of Congress, no city of the CITY's Council, or the AGENCY's Board of Directors, and no officer, agent, or employee of the CITY or AGENCY has any interest, financially or otherwise, in this Agreement.

7.3 Alteration in Character of Work

- a. Minor alterations in the character of work shall be authorized in writing by the CITY and acknowledged by the AGENCY by letter.

7.4 Termination (and/or Changes in Service)

- a. CITY and AGENCY hereby agree to full performance of the covenants and obligations contained herein, except that each reserves the right, at its option and sole discretion, to terminate or abandon the service provided for in this Agreement, or any portion thereof.
- b. Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing ninety (90) calendar days prior written notice. Termination shall be effected by delivery of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon termination, AGENCY shall calculate actual expenses incurred up to and including the date of termination and (if termination was at the election of CITY) any penalty or costs whatsoever (including, but not limited to, any costs of such termination

as a result of Section 49 U.S.C. 1609 [formerly Section 13(c) of the Federal Transit Act of 1964, as amended] together with any penalty or costs imposed by other funding sources and any related labor costs (the total of which is hereinafter referred to as "termination costs"). If the CITY has paid the AGENCY sums in excess of the termination costs, the AGENCY shall refund the excess; if the CITY has paid the AGENCY an amount less than the termination costs, then the CITY shall pay to AGENCY an amount equal to the difference between the termination costs and the amount that CITY already has paid under this Agreement. Upon termination of this Agreement, all property used in connection with this Agreement will be promptly returned to the Party holding title thereto, not considering any state or federal funding. Final payment shall be made within sixty (60) calendar days after the termination of service.

SECTION 8. ADDITIONAL WORK

This Section is intentionally left blank.

SECTION 9. AGREEMENT NON-ASSIGNABLE

AGENCY may not assign or otherwise transfer any of its rights or obligations hereunder to a third Party without the express prior written consent of CITY, which may be granted or withheld by CITY in its sole and absolute discretion. Any assignment or transfer without such prior written consent shall be void.

SECTION 10. INDEMNIFICATION

Except for claims arising solely and exclusively from the negligent or willful acts or omissions of AGENCY (hereinafter referred to as "Indemnatee"), CITY shall indemnify, defend, save, and hold the indemnatee harmless from and against any and all claims, actions, liabilities, damages, losses, expenses and costs (including court costs, attorneys' fees and costs of claim processing, primary loss investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), loss or damage to tangible property: (1) arising under this Agreement, or (2) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CITY or any of its owners, officers, directors, agents, contractor or employees.

It is the specific intent of the Parties to this contract that the Indemnatee shall, in all instances except for loss or damage resulting from the sole and exclusive negligence of the Indemnatee, be indemnified against all liability, loss or damage of any nature whatever for or on account of any injuries to or the death of any person or damages to or the destruction of property belonging to any person, arising out of or in any way connected with the performance of this Agreement.

It is agreed that CITY will be responsible for primary loss investigation, defense, and judgment costs.

SECTION 11. INSURANCE

- 11.1. CITY, at its expense, shall maintain in force the required insurance coverage and provisions listed below with insurance companies having a Best's Rating of A-VII or better. CITY is responsible for paying any deductibles or self-insured retentions, which shall be disclosed on the certificates of insurance. For each policy required under this Agreement, AGENCY must be named as an additional insured on the certificate(s) of insurance and/or formal endorsements and CITY will provide AGENCY with a waiver of subrogation against AGENCY. Failure of AGENCY to demand such certificates or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from the evidence provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.
- 11.2. Each insurance policy shall not be subject to lapse, cancellation or material change in coverage unless at least 30 days prior written notice is provided to AGENCY.
- 11.3. CITY's insurance shall be primary insurance.
- 11.4. The City agrees to require its contractors and subcontractors to provide their own private insurance coverages and endorsements required by Section 11 at the same minimum limits and coverages as requested by AGENCY.”
- 11.5. Commercial General Liability - CITY will maintain in force the following minimum commercial general liability insurance; \$1,000,000 per occurrence with a \$2,000,000 aggregate for bodily injury, death and

property damage, personal and advertising injury, and products/completed operations.

- 11.6. Commercial Automobile Liability - CITY will maintain the following minimum business auto liability insurance limits; \$1,000,000 combined single limit per accident. Coverage must be for "any auto", which includes all owned autos, hired and leased autos, and non-owned autos.
- 11.7. Commercial Auto Physical Damage Coverage - CITY must insure buses and vehicles in their care, custody and control against risks of direct physical loss or damage, including comprehensive coverage and collision. Coverage must include temporary replacement vehicle expenses, temporary transportation rental expenses and towing, storage and debris removal expenses. Recovery shall be on an actual cash value basis. CITY is responsible for any deductibles or self-insured retentions.
- 11.8. Workers' Compensation and Employers' Liability Insurance - CITY will maintain the following minimum workers' compensation coverages and statutory limits to cover obligations imposed by federal and state statutes having jurisdiction of its employees engaged in the performance of services and employer's liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- 11.9. Excess Liability Insurance Requirements - CITY will maintain the following minimum of excess liability limits over the commercial general liability limits, auto liability limits, and employers' liability limits: \$10,000,000 per occurrence with a \$10,000,000 aggregate.

SECTION 12. DEFAULT

Either Party shall be deemed in default under this Agreement upon the failure of such Party to observe or perform any material covenant, condition, or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of thirty (30) days after written notice by the other Party, as required herein. Such notice shall specify the failure and request it be remedied unless the Party giving notice

agrees in writing to an extension of the time period prior to its expiration. However, if the failure stated in the notice cannot be corrected within the applicable period, it will not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until the failure is corrected. In the event of a default hereunder, the non-defaulting Party may have a breach of contract claim and remedy against the other in addition to any remedy provided or permitted by law; provided, however, that no remedy that would have the effect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement.

SECTION 13. ISSUE RESOLUTION

Any dispute arising out of the interpretation of any provision of this Agreement, any policy matter or the determination of an issue of fact, which dispute is not resolved at staff level, shall be referred to AGENCY's Chief Executive Officer and a representative designated by CITY. If, after good faith negotiations aimed at reaching an amicable solution, a dispute cannot be resolved, the dispute shall be presented to the AGENCY Board of Directors for resolution. If not resolved at this level, the dispute may be brought before a court of competent jurisdiction in Maricopa County, Arizona.

SECTION 14. NOTICE

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by email as PDF or a facsimile transmission, deposited in the United States mail, postage paid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addresses as follows:

If intended for AGENCY:

Regional Public Transportation Authority
Deputy Chief, Bus & Paratransit
Operations
4600 E. Washington St., Suite 101
Phoenix, AZ 85034

With a copy to :

Regional Public Transportation Authority
Chief Legal Officer

101 N. 1st Ave., Suite 1400
Phoenix, AZ 85003

If intended for City:

City of Goodyear
Attention: City Manager
1900 N. Civic Square
Goodyear, Arizona 85395

and to:

City's Public Transit Department
1900 N. Civic Square Goodyear
Arizona 85395

Notice shall be deemed received at the time it is personally served or on the second day after its deposit with any commercial air courier or express service, if mailed, ten (10) days after the notice is deposited in the United States mail as provided. Any time period stated in the Notice shall be computed from the time the Notice is deemed received. Either Party may change its mailing address, or the person to receive notice by notifying the other Party as provided in this Section.

Notice sent by email transmission shall also be sent by regular mail to the recipient at the above address. The requirement for duplicate notice is not intended to change the effective date of the Notice sent by email transmission.

SECTION 15. AMENDMENT

This Agreement may be modified or amended only by a written document executed by both AGENCY and CITY, approved as to form by the City Attorney, and may be filed with the CITY's Clerk. Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.

SECTION 16. INTEGRATION

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no

representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 17. APPLICABLE LAW AND LITIGATION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the Parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.

SECTION 18. NON-WAIVER

No covenant or condition of this Agreement may be waived by any Party, unless done so in writing. Forbearance or indulgence by any Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

SECTION 19. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable under the laws of the State of Arizona shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

SECTION 20. BENEFIT AND BINDING EFFECT

The terms and provisions of this Agreement shall inure to the benefit of and are binding on AGENCY and CITY and their respective successors and permitted assigns.

SECTION 21. SURVIVAL

The indemnifications and limitations on liability provided in this Agreement shall have full force and effect notwithstanding any other provisions of this Agreement and shall survive any termination or expiration thereof.

SECTION 22. FURTHER ASSURANCES

The Parties hereto shall execute such other documents and take such other actions

as may be reasonably necessary or proper to achieve the intent and purposes hereof.

SECTION 23. CONFLICTS OF INTEREST

All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

SECTION 24. RELATED AGREEMENTS

This Agreement, together with the exhibits, instruments and other documents required to be executed and delivered in connection herewith is intended to be read in conjunction with any and all related agreements and understandings of the Parties with regard to the subject matter hereof.

SECTION 25. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement and each of its provisions, exhibits, terms, and conditions have been reached through negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored, prepared, or drafted by any particular Party and that the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

SECTION 26. THIRD-PARTY BENEFICIARIES

This Agreement is intended to benefit the corporate and municipal interests of AGENCY and CITY alone, and no other person shall claim any implied right, benefit, or interest in such services. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established under this Agreement.

SECTION 27. LEGAL AUTHORITY

Nothing contained herein shall be construed as expanding or limiting the Parties' statutory authority.

SECTION 28. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT of 1986 (IRCA) and with A.R.S. § 23-211- § 23-214

AGENCY understands and acknowledges the applicability of IRCA and of § 23-211 through § 23-214, Arizona Revised Statutes (A.R.S.), to it. CITY shall comply with IRCA

and with A.R.S. § 23-211 through § 23-214 in performing under this Agreement. To ensure that CITY and its subcontractors comply with the provisions of this Section, AGENCY shall have the right to inspect the personnel and related records and papers of CITY and of its subcontractors pertaining to individuals performing work under this Agreement. Further, CITY is prohibited by A.R.S. § 41-4401 from awarding an Agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). For this reason, CITY shall ensure that both it and each of its subcontractors are in compliance with the requirements of A.R.S. § 23-214(A). In addition, CITY and each of AGENCY's subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A). A breach of any of the provisions of this Section shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

SECTION 29. COMPLIANCE WITH THE E-VERIFY PROGRAM

29.1 Warrant of Compliance

- a. Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

29.2 Breach of Warranty

- a. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

29.3 Right to Inspect

- a. Both Parties retain the legal right to inspect the papers of any employee who works on this Agreement or subcontract to ensure compliance with the warranty given above.

29.4 Random Verification

- a. Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.

29.5 Federal Employment Verification Provisions-No Material Breach

- a. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23- 214(A).

29.6 Inclusion of Article in Other Contracts

- a. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

SECTION 30. CIVIL RIGHTS

The parties agree that as a condition of this Agreement, they will each comply with all applicable federal, state, and local civil rights laws and regulations in accordance with applicable directives, except to the extent that the proper authority determines otherwise in writing.

SECTION 31. INCORPORATION OF EXHIBITS

For each year during the term of this Agreement and in coordination with the Parties' fiscal year budget processes, Schedules hereto shall be revised and incorporated into this Agreement and made a part hereof as though fully set forth herein.

SCHEDULE "A" SCOPE OF WORK

Attachment "A" List of Vehicles
Attachment "B" Fleet Maintenance Plan

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Jessica Mefford-Miller, Chief Executive Officer

CITY OF GOODYEAR

By: _____
Wynette Reed, City Manager

Attest: _____
Darcie McCracken, City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. Section 11-952(D), each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Roric Massey
City Attorney

Michael Wawro,
Chief Legal Officer for RPTA

ATTACHMENT "A"- VEHICLES AND EQUIPMENT

Partar #	Owner	Description	Manufacturer ID	In-Service Date	MFG Year	Model	Fuel Type	Life Miles	ULB (Year)	Remaining Life Miles		
325	RPTA	2022 CHRYSLER VOYAGER	BRAUN ABILITY	3/13/2023	2022	VOYAGER	GA	21729	/100,000 n	78271		
326	RPTA	2022 CHRYSLER VOYAGER	BRAUN ABILITY	3/13/2023	2022	VOYAGER	GA	19395	/100,000 n	80605		

ATTACHMENT "B"- FLEET MAINTENANCE PLAN

Plan Purpose

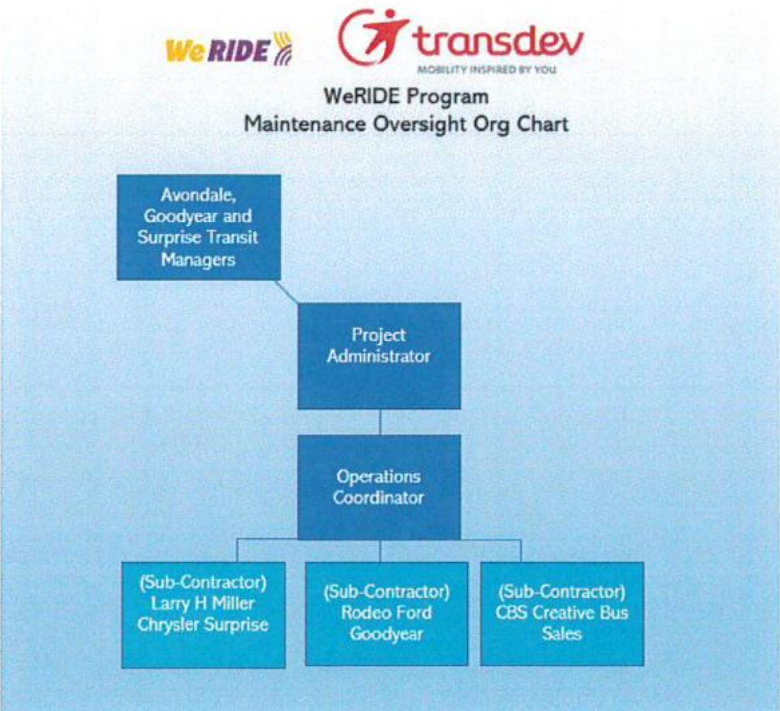
The purpose of the Maintenance Plan is to develop a consistent, ongoing system of maintenance procedures and guidelines to be used as a basis and reference to ensure the highest quality Maintenance Program, and to maintain a fleet without missing any runs and have as few road calls as possible. In doing so, provide safe, clean, and dependable equipment at the lowest cost possible. Further, this document is to provide guidance to the Maintenance and Operations contractor employed by Transdev and for Maintenance Sub Contractors for the provision of services to the WeRIDE Program. All information, standards, and guidance provided are the responsibility of Transdev.

With the development of this maintenance plan, Transdev’s concern for the safety of its staff, fleet and community members has developed this maintenance plan. This is a living document that will be updated on an “as needed” basis and reviewed annually for compliance to new rules, regulations and laws, in collaboration with the member cities.

This plan is designed to monitor the Key Performance Indicators (KPI). In addition this plans ultimate goal is to extend the life of the WeRIDE vehicles. Transdev strives to be proactive, implement tracking mechanisms and processes to increase miles between road-calls, Client maintenance inspections and improve the vehicle maintenance overall. Transdev monitors Key Performance Indicators, (KPI) which we have developed, such as miles between road calls, and vehicle cleaning satisfaction rating. These indicators help extend the current useful fleet life. In addition the program is designed to be and stay proactive with on-going preventive maintenance.

Key Contract Staffing To Support Plan

As the WeRIDE Program does not have a maintenance shop facility, all maintenance services are rendered 100% offsite utilizing local trusted vendors. It is the responsibility of the Service Operations Coordinator/ Manager to schedule all vehicle repairs and preventive maintenance inspections under the full oversight of the Project Administrator. Below outlines an organizational structure of Maintenance Oversight:



Road Calls

The objective is to meet and exceed the contractual requirement goals for miles between road calls. This will keep the vehicle on the road throughout its route, keep our customers and operators happy and satisfied with the service that is provided.

1. Vehicles that fail in service, also known as a Road Call, must be returned to the garage, diagnosed, and repaired.
2. These repairs must be documented on the Road Call Report.
3. Operator comments on vehicles (DVIR) which are returned at Operator check-out will be reviewed on a nightly basis for any necessary repairs and defects.
4. All accessible features of buses are always to be maintained in proper working condition. Any failures of accessible equipment are to be promptly repaired.

Road Calls are defined as any time an Operations Supervisor, Stand By Operator, etc. is dispatched to repair or replace a vehicle that is in revenue service. This includes but is not limited to mechanical breakdowns, accidents, swaps for PMI service, bodily fluid spills, vehicles deemed unsuitable for service by Operator observations, etc. Information from the Road Call Data shall be disseminated with explanations for each loss of service road call and how these failures are being addressed so that they do not continue to occur. These explanations shall be put together into a monthly Road Call report upon request. Our goal is 6,000 miles between Road Calls which is the standard utilized at other Transdev Locations.

The road calls will be analyzed daily to identify repeat road calls, possible maintenance trends, manufactures issues. These items will be diagnosed and repairs using the "3 C's" Compliant, Cause and Correction format. This will help in determining root cause issues, fleet defects and any other anomalies that may occur.

All road-calls will be documented in "Hexagon".

Road Call Form Example

MICROTRANSIT OPERATIONS REPORT OF A ROAD CALL

Recorded By: _____	Date: _____	
Date: _____	Time: _____	Vehicle: _____
Operator: _____	Route: _____	Garage: _____
Passengers Onboard: _____		
Location of Vehicle: _____		
Nature of Mechanical Remarks:		

Vehicle Exchange Remarks:		

MAINTENANCE USE ONLY		
Maintenance Remarks:		

PO Number (If Applicable) _____	Project Admin _____	

Vehicle Exchanges

We all realize that service calls and vehicle exchanges are common to the transportation industry. Transdev understands that these can be major inconveniences for our customers and client that depends on the service.

When a service call is made into Dispatch, the Operations Manager or Project Administrator will determine as to whether it is safe to have the vehicle driven back or require an immediate tow. The Regional Director of Maintenance for Transdev may also be contacted under certain circumstances for guidance and approval.

Maintenance Inspection Compliance (PMI)

PM Intervals consist of:

(A), 5000-mile PMI (B), 35,000-mile PMI (C) 60,000-miles. These are the PMIs regularly scheduled to capture any defects and repair them. Service all aspects of the vehicle thus reducing premature wear of the vehicle components. Protecting Transdev and Client investments. Every service consists of an A inspection. At 35,000 a transmission servicing will occur. At 60,000 a complete tune up and AC servicing will occur.

Transdev strives for excellence our company goal is 100% PM compliance.

PM inspections and services should be performed at the required scheduled intervals. Using Infor HEXAGON for accurate tracking of PM compliance. Daily review of upcoming PMI's, Inspections will be forecasted a week at a time to ensure no vehicle exceeds the mileage and days interval. This KPI will be monitored daily, weekly, and monthly.

PM inspections are scheduled to provide an opportunity to detect and repair damage or wear conditions before major repairs are necessary. All PMI inspections are handled offsite at Rodeo Ford for Avondale and Goodyear. All Surprise PMI inspections are handled offsite at Larry H Miller Chrysler in Surprise. Both locations allow for minimal maintenance deadhead and are located within 3 miles of both facilities providing convenient access. Transdev has been assigned a dedicated Service Advisor for both Ford and Chrysler whom we interview prior to being authorized to work on our equipment.

Mechanical Defect repairs are captured during the PM inspection and **ALL OOS / CLIENT OOS & DOT SAFETY RELATED** items are required to be repaired before the vehicle is returned to service. Any non- safety related defects requiring parts ordered or deferred for any non-safety related repaired is to be scheduled and repaired before the next PM. It is our practice to repair ALL mechanical defect before the vehicle leaves the maintenance vendor.

Following the PMI that was performed, the vehicle will receive the following immediate maintenance.

- Vehicles are cleaned after the inspection. This includes interior and exterior deep cleaning.
- Previous defect reports are reviewed to determine areas for special attention to include body damage.
- Inspection should include all major systems, such as engine, A/C, windows, transmission, doors, chassis, seating, and wheelchair lifts.
- Lubrication and change of various fluids will be performed at this time.
- Oil analysis to be taken.

Example of PMI Checklist Utilized

 Inspection Form		Pass/ Done	Caution	Fail	Not Done
Earnhardt EXPRESS Service Inspection PX					
Time and/or Mileage Based Recommendations					
Non-visual inspection based upon time/mileage of vehicle					
Inspect Lighting					
Inspect instrument cluster warning lamps					
Inspect headlight low and high beam operation					
Inspect fog/driving lights (if equipped)					
Inspect taillight, turn signal, side marker, and license plate lights					
Inspect brake light operation					
Inspect hazard light operation					
Inspect reverse light operation					
Inspect dash and interior lights					
Inspect Components					
Check horn operation					
Inspect windshield for cracks, chips and pitting					
Inspect wiper and washer operation					
Inspect wiper blades					
Inspect heating and air conditioning operation					
Inspect Under Hood Fluid Levels, Condition					
Check engine oil level and condition					
Check transmission fluid level and condition (if applicable)					
Check brake fluid level and condition					
Check engine coolant level and condition					

RO#: 556296

Rodeo Ford
13680 W Test Dr Goodyear, AZ • (623) 298-3950 • www.RodeoFordAZ.com

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Earnhardt EXPRESS Service Inspection PX	Pass/ Done	Caution	Fail	Not Done
Check power steering fluid level and condition (if applicable)				
Fill windshield washer fluid				
Inspect Under Hood Components				
Check hood strut(s)				
Perform battery performance test				
Inspect battery terminals and cables				
Inspect air cleaner element				
Inspect cabin air (HEPA/micro) filter (in applicable vehicles)				
Inspect drive belts				
Inspect all hoses and clamps				
Measure Tire Tread Dept: Pass: 6/32" or greater Caution: 4/32" - 5/32" Fail: 3/32" or less				
Measure & Inspect Tires				
LF Tire Tread Depth				
LF Tire Pressure				
LF Tire Speed Rating				
LF Tire Load Rating				
LF Tire DOT #: PASS: Tire age less than 5 years CAUTION: Tire age between 5 - 10 years FAIL: Tire age exceeds 10 years				
RF Tire Tread Depth				
RF Tire Pressure				
RF Tire Speed Rating				
RF Tire Load Rating				

Earnhardt EXPRESS Service Inspection PX	Pass/ Done	Caution	Fail	Not Done
RF Tire DOT #				
PASS: Tire age less than 5 years				
CAUTION: Tire age between 5 - 10 years				
FAIL: Tire age exceeds 10 years				
LR Tire Tread Depth				
LR Tire Pressure				
LR Tire Speed Rating				
LR Tire DOT #				
PASS: Tire age less than 5 years				
CAUTION: Tire age between 5 - 10 years				
FAIL: Tire age exceeds 10 years				
LR Tire Load Rating				
RR Tire Tread Depth				
RR Tire Pressure				
RR Tire Speed Rating				
RR Tire Load Rating				
RR Tire DOT #				
PASS: Tire age less than 5 years				
CAUTION: Tire age between 5 - 10 years				
FAIL: Tire age exceeds 10 years				
Evaluate overall tire wear and condition				
Measure and Inspect Brake Pads and Condition:				
Pass: 6 mm and greater				
Caution: 4 mm - 5 mm				
Fail: 3 mm or less				
Measure front brake pads				
Measure rear brake pads/shoes				
Inspect brake system components				
Inspect drive train fluid Levels, condition and leaks				
Inspect front differential condition and check for leaks (if applicable)				
Inspect rear differential condition and check for leaks (if applicable)				
Inspect transfer case condition and check for leaks (if applicable)				

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Earnhardt EXPRESS Service Inspection PX	Pass/ Done	Caution	Fail	Not Done
Visually Inspect Under Vehicle Components				
Inspect fuel tank, lines, and connections				
Inspect exhaust system for leaks, damage, and loose parts				
Inspect engine mounts				
Inspect transmission mounts				
Inspect steering components				
Inspect sway bar components				
Inspect front suspension components				
Inspect rear suspension components				
Inspect axles, driveshaft and CV joints/boots				
Inspect for fluid leaks				
Inspect engine for oil leaks				
Inspect cooling system for leaks				
Inspect brake system for leaks				
Inspect transmission for leaks				
Inspect steering system for leaks				

Example of Inspection Report Provided Post PMI

Package Results

Earnhardt Quik Service Inspection P

Cautioned Task	Observation	Recommendation	Done
LF Tire Tread Depth	Left front tire tread measures 4/32"		
LR Tire Tread Depth	Left rear tire tread measures 4/32"		
RF Tire Tread Depth	Right front tire tread measures 4/32"		
RR Tire Tread Depth	Right rear tire tread measures 4/32"		

Passed Task	Observation	Recommendation	Done
LF Tire Pressure	LF Tire pressure was set to: 33		
RF Tire Pressure	RF Tire pressure was set to: 33		
LR Tire Pressure	LR Tire pressure was set to: 33		
RR Tire Pressure	RR Tire pressure was set to: 33		
Fill windshield washer fluid	Found washer fluid level low: Filled to proper level		
Measure rear brake pads/shoes	5 mm		
Measure front brake pads	6 mm		

Passed Tasks

- ✓ LF Tire Pressure
- ✓ RR Tire Pressure
- ✓ Inspect engine mounts
- ✓ Inspect air cleaner element
- ✓ Check brake fluid level and condition
- ✓ Inspect brake light operation
- ✓ Inspect headlight low and high beam operation
- ✓ Inspect heating and air conditioning operation
- ✓ Measure front brake pads
- ✓ Perform battery performance test
- ✓ Inspect all hoses and clamps

- ✓ RF Tire Pressure
- ✓ Inspect exhaust system for leaks, damage, and loose parts
- ✓ Inspect transmission mounts
- ✓ Fill windshield washer fluid
- ✓ Check transmission fluid level and condition (if applicable)
- ✓ Inspect reverse light operation
- ✓ Inspect wiper and washer operation
- ✓ Inspect dash and interior lights
- ✓ Inspect brake system components
- ✓ Inspect battery terminals and cables
- ✓ Inspect steering components

- ✓ LR Tire Pressure
- ✓ Inspect axles, driveshaft and CV joints/boots
- ✓ Inspect fuel tank, lines, and connections
- ✓ Check engine oil level and condition
- ✓ Inspect hazard light operation
- ✓ Inspect taillight, turn signal, side marker, and license plate lights
- ✓ Check horn operation
- ✓ Measure rear brake pads/shoes
- ✓ Inspect instrument cluster warning lamps
- ✓ Inspect drive belts
- ✓ Inspect front suspension components

- ✓ Inspect rear suspension components
- ✓ Inspect brake system for leaks
- ✓ Inspect sway bar components
- ✓ Non-visual inspection based upon time/mileage of vehicle

- ✓ Inspect engine for oil leaks
- ✓ Inspect cooling system for leaks
- ✓ Check hood strut(s)

- ✓ Inspect transmission for leaks
- ✓ Inspect fog/driving lights (if equipped)
- ✓ Inspect wiper blades

Not Applicable / Not Done Tasks

LF Tire Load Rating

⊘

LF Tire Speed Rating

⊘

LF Tire DOT #:

PASS: Tire age less than 5 years

CAUTION: Tire age between 5 - 10 years

FAIL: Tire age exceeds 10 years

RF Tire DOT #

PASS: Tire age less than 5 years

CAUTION: Tire age between 5 - 10 years

FAIL: Tire age exceeds 10 years

LR Tire DOT #

PASS: Tire age less than 5 years

CAUTION: Tire age between 5 - 10 years

FAIL: Tire age exceeds 10 years

RR Tire DOT #

PASS: Tire age less than 5 years

CAUTION: Tire age between 5 - 10 years

FAIL: Tire age exceeds 10 years

Check power steering fluid level and condition

⊘

Inspect cabin air (HEPA/micro) filter (in applicable vehicles)

⊘

RF Tire Load Rating

⊘

RR Tire Load Rating

⊘

RF Tire Speed Rating

⊘

RR Tire Speed Rating

⊘

Vehicle Quality Assurance

Transdev understands the physical condition of vehicles after all service and repair operations are completed is an accurate indicator of the service provided to the passenger. Conditions that will be evaluated are:

- Interior and exterior cleanliness.
- Propulsion system fluid levels, such as engine and transmission fluid and cooling system fluid levels.
- Tire pressure and tread depth.
- Interior and exterior lights.
- Mirrors and windshield wiper.
- Door operation.
- Interior and exterior body conditions including windows, floors, seats, and body panels.
- ADA Accessible equipment.

Daily Vehicle Cleaning and Fueling

Transdev understands that the Operators are the first line in capturing any defects, anomalies, leaks etc. Properly training the staff enabling them to correctly identify maintenance related items.

The below tasks will be performed daily. All Operators will be trained; a checklist will be given for each vehicle for the below items. This will ensure that all vehicles are serviced. This will be reviewed every night by the Operations Supervisor to avoid any vehicles not getting serviced properly.

- Vehicle Fueled at Quick Trip Designated Location.
- Cash Boxes Vaulted.
- Engine Coolant, Oil and Wiper Fluids Checked.
- Fuel added.
- Transmission Fluid Level Checked.
- Front and Rear Tires Tread Depth Checked, Including Foreign Objects (i.e., nails).
- Graffiti and Seat Tear Inspection.
- Full Body Damage Check.
- Light and Bulb Check.
- Literature Stock.
- Sanitizer and PPE Stock.
- Wipes Down Interior Utilizing MSDS/ OSHA Approved Multi-Purpose and Window Spray. This Includes Dash, Seats, Handles, Steering Compartment and High Touch Points.
- Empties Trash Receptacles.
- If ADA Vehicle, Sweeps and Mops Interior. If NON ADA, Vacuums Interior.
- Dusts Exterior Using Feather Duster.
- All Defects Observed Are Reported For Correction.
- Vehicle Is Parked In Assigned Parking Stall.

Example of Vehicle Cleaning Checklist



Service Operations

Vehicle Cleaning Verification Checkoff

Vehicle #: _____ Route#: _____ Operator: _____

Location: WeRIDE Ops Facility (FLITE), MOSC Public Works Yard, NWV Surprise Ops

	Yes	No
1. Cleaned dashboard	_____	_____
2. Wipe down the seats	_____	_____
3. Cleaned the floors (ADA Vans to Be Mopped)	_____	_____
4. Dust outside of vehicle	_____	_____
5. Clean windows (using Windex)	_____	_____
6. Checked literature (brochures)	_____	_____
7. Operators being relieved must check their vehicles for trash	_____	_____

***I attest the following is true and that I went through and cleaned
the vehicle that has been assigned to me. I understand that failure
to properly clean and disinfect the vehicle can be subjective to disciplinary action.***

SIGN: _____

DATE: _____

Daily Vehicle Inspection Reports (DVIR)

All Operators will complete a Daily Vehicle Inspection Report (DVIR) that is accustomed to a van fleet during their pre-trip inspection. As our Operators are trained to identify defects, such items will be reported on the DVIR form. DVIR forms are turned into Dispatch on a nightly basis where the Operations Supervisor will review closely for any defects to be recorded for repair. The Operations Manager reviews any reported defects the following morning to schedule all repairs accordingly. In the event a defect is reported deeming a vehicle unsafe to operate, the Operations Supervisor will down the vehicle until the necessary repairs have been made.

The below items will be checked as part of the pre-trip inspection.

- Brakes.
- Steering.
- Horn.
- Turn Signals.
- Lights (high and low).
- Wiper Blades and Wiper Fluids.
- All Glass and Mirrors, Including Securement.
- Modesty Panels.
- Seats and Seatbelts.
- Head and Arm Rests.
- Radio Operation.
- AC Operation.
- Passenger and Driver Door Operation.
- Backup Alarms.
- All Gages.
- ADA Ramp.
- ADA Flip Seat.
- ADA Tie Downs and Seatbelts.
- Belt Cutter.
- Literature Check.
- Sanitizer Check.
- Decal Check.
- Bike Rack.

Example of Daily Vehicle Inspection Reports (DVIR)

VEHICLE INSPECTION

BUS #: _____ CONTRACT #: _____ DATE: _____ Veh HT: _____

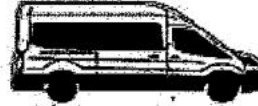
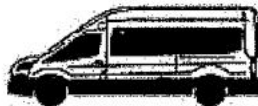
I indicate by signature that I have reviewed the previous operator's vehicle inspection report.

Operator Name (print): _____ Operator Signature: _____

End Miles: _____ Beginning Miles: _____ Miles Driven: _____

End Time: _____ Beginning Time: _____ Time Worked: _____

Inspect all items on DVIR. Use "OK" if no defects found; use "X" if defect is found; use "NA" if not applicable. Turn in daily.



Please circle damaged areas

VEHICLE EXTERIOR CHECKS

- ☐ All lights & lenses*
- ☐ Turn signals & 4-way flashers*
- ☐ Windshield wipers & washers
- ☐ Door operation, seals intact/tight
- ☐ Emergency door/windows/alarm
- ☐ Tires, wheels & Lugnuts*
- ☐ Glass & Mirrors*
- ☐ Body damage lettering
- ☐ Under vehicle leaks*
- ☐ Advertising signs securement
- ☐ Lift door holds back
- ☐ Passenger lift operation
- ☐ Fluid Leaks - Puddles under Vehicle
- ☐ Tire Condition
- ☐ Windshield
- ☐ Windows
- ☐ Mirrors
- ☐ Body Damage Assessment
- ☐ Body Exterior Clean
- ☐ Door Operation
- ☐ Driver Step Check
- ☐ Passenger Step Check

BRAKE SYSTEM CHECKS (HYD/VAC)

- ☐ ABS Light
- ☐ Brake Test (pump 3 times, hold and start engine)
- ☐ Brake pedal height (applied)

SAFETY EQUIPMENT

- ☐ Back Up/ Reverse Camera
- ☐ Drive Cam
- ☐ Rear Proximity Alert
- ☐ Fire Extinguisher
- ☐ Emergency Triangles
- ☐ Orange Traffic Cone
- ☐ Blood-borne Pathogen Clean-Up Kit
- ☐ Seat Belt Cutter
- ☐ Mobiles

VEHICLE INTERIOR CHECKS

- ☐ Speedometer/tachometer/instruments
- ☐ Heaters, defroster & ventilation
- ☐ All Gauges*
- ☐ Horn/dash lights/hi/lo indicator*
- ☐ Interior lights
- ☐ Operator seat operation & belts
- ☐ Pass. seat securement & covering
- ☐ Hand rails/modesty panels
- ☐ All required emergency equipment
- ☐ Exhaust noise
- ☐ Drive Cam
- ☐ Steering operation
- ☐ Air conditioner
- ☐ Wheelchair securement straps & covers
- ☐ Two-way radio operation
- ☐ Backup alarm
- ☐ Veh. documentation/certification
- ☐ Mobile data terminal
- ☐ Fuel Gauge Reads Full

- ☐ Parking Brake
- ☐ Horn
- ☐ Windshield Wipers/Washers
- ☐ Defroster Functions at Each Speed
- ☐ Front & Rear Cabin Heat & A/C
- ☐ Flooring Condition
- ☐ Dash Gauges
- ☐ Securement Tracks Clean
- ☐ Seats & Seat Cushions
- ☐ Broken & Not Torn)
- ☐ Driver Seat Belt
- ☐ Passenger Seat Belts
- ☐ Steering Wheel Mechanism
- ☐ Gear Shift Mechanism
- ☐ Brake Pedal
- ☐ Cabin Interior Clean
- ☐ Interior Lights
- ☐ Stanchions & Hand Rails
- ☐ Tight, padding intact, no missing or loose screws)

DOCUMENTATION

- ☐ Accident Package
- ☐ Current Registration & Insurance
- ☐ Customer Guide
- ☐ Map Book
- ☐ Title VI Signage Posted
- ☐ EZ Pass

WHEELCHAIR LIFT

- ☐ Lift Operates Properly Electrically
- ☐ Lift Operates Properly Manually
- ☐ Lift Interlock Operates Correctly (Full Five Step Test Process)
- ☐ Outer roll-stop
- ☐ Inner roll-stop
- ☐ Threshold plate Alarm
- ☐ Manual Pump
- ☐ Fold Pressure
- ☐ Lift Siren/Alarm
- ☐ Lift compartment leaks

SECUREMENT ITEMS (RECORD THE QUANTITY)

- ☐ Lap Belts
- ☐ Shoulder Belts
- ☐ Tie Downs
- ☐ Web Loops
- ☐ Regular Extension Belts
- ☐ Wheelchair Extension Belts

COMMUNICATION

- ☐ Ranger
- ☐ Log In
- ☐ PTT Radio
- ☐ Confirm Operation

LIGHTS

- ☐ Master Switch On
- ☐ Headlights
- ☐ Clearance Lights Operational
- ☐ Roof Strobe Light Functional
- ☐ Turn Signals
- ☐ Brake Lights
- ☐ Back Up/Reverse Lights
- ☐ Park System Flash Mode

*Indicates items to be checked on a "Mini Pre-Trip" inspection.

Operator Comments: _____

Technician's Comments: _____

Technician's Signature: _____ Date: _____

467591FT-DVIR-WMATA

Vehicle Washing

All vehicles have an adhesive wrap to brand the WeRIDE Program. As recommended by the wrap vendor, all vehicles are washed bi-weekly at Super Star Car Wash on Fridays. The Operations Supervisor will be required to meet each Operator to unlock and remove the SARIS bike rack before the vehicle enters the wash.

Warranty Repairs

As a majority of the WeRIDE Fleet is newer to mid-life, certain vehicle parts may be covered under factory warranty. All warranty repairs will be sent to the designated dealership based on the vehicle type (i.e., Braun Ability goes to Creative Bus Sales for door roller repair). All warranty repairs will be tracked in Hexagon.

ADA Maintenance

ADA ramp malfunctions, the vehicle shall immediately be taken out of service, and repaired prior to being returned to service. All Data is entered into HEXAGON. No vehicle will be released into service with an inoperable ADA ramp.