

**CITY OF CLEMSON  
AGENDA ITEM REQUEST FORM**

**Requested by:**

**Date Submitted:**

**Council Meeting Date:**

**Type of Request: (check only one)**

☐ **Report/Discussion**

☒ **Policy/Action**

☐ **Executive Session**

**Agenda Item Summary: (brief for public information and posted agenda)**

Consider a Contractual Agreement between the City of Seneca and City of Clemson for CAT transportation services in fiscal year 2020-2021.

**Agenda Item Detail: (expand as necessary for clarification)**

Please find attached to the agenda web page the agreement for CATbus service in the new fiscal year. The route remains the same as in prior years.  
The City of Seneca shall pay \$75 an hour for service.

The four Seneca Routes will consist of 11,158 hours of service over 252 days of scheduled service. The agreement is otherwise unchanged from the prior year agreement.

**CONTRACT FOR TRANSIT SERVICES  
BETWEEN CITY OF SENECA AND  
AND CITY OF CLEMSON/CLEMSON AREA TRANSIT**

**This Contract is made and entered into between the City of Clemson / Clemson Area Transit with offices located at 200 West Lane, Clemson, SC (hereinafter referred to as "City of Clemson" or "Contractor") and the City of Seneca, 221 E North First Street, PO Box 4773, Seneca, SC 29679 (hereinafter referred to as "City of Seneca").**

**1. Contract Term**

This Contract shall commence on the date that this Contract is fully executed under authorization granted by the City of Seneca at its City Council meeting and will remain in effect July 1, 2020 until June 30, 2021 (the "Contract Term"), with option of an annual renewal each of the three years following for a possible term of five years, unless earlier terminated, as provided herein. This will be the first renewal and year two of the five year term allowed.

**2. Termination**

Contractor (City of Clemson) may terminate this contract by written notice of termination in the event the City of Seneca fails to perform any obligation of the City of Seneca under this contract. Contractor will continue to provide transportation services no more than ninety (90) days from the date of the written notice of termination to the City of Seneca. The City of Seneca agrees to pay Contractor for transportation services under the payment schedule of this contract through the last day transportation services are provided by Contractor.

The City of Seneca may terminate this contract with ninety (90) days written notice of termination if any issue is brought to the Contractor and resolution of that issue cannot be agreed upon between the City of Seneca and Contractor within ten days or such longer period as the City of Seneca may authorize. Additionally, if funding from federal, state or other sources is not sufficient, as determined by the City of Seneca, to allow for the continuation of services during the indicated term, the City of Seneca shall give six (6) months' notice to the City of Clemson.

**3. Insurance**

The City of Clemson will be purchase adequate vehicle insurance for all vehicles and will provide the City of Seneca with proof of the insurance coverages provided under the applicable policy. A certificate of insurance will be provided by the City of Seneca prior to the commencement of the operation of a transit vehicle pursuant to this agreement.

The premium for this insurance will be paid out of the transit account maintained by the City of Clemson.

#### **4. Assignability**

Contractor shall not assign or transfer all or any part of its interest in the contract without the written approval of the City of Seneca.

#### **5. Force Majeure**

Neither the City of Seneca nor the City of Clemson shall be liable in damages or have a right to terminate this contract for any delay or default in performance hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions or limitations, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

#### **6. General Management**

The Contractor shall provide for all driver(s), as well as the maintenance and management of the same, to operate buses for the City of Seneca. The City of Clemson's designated supervisor shall be readily available for contact by the City of Seneca representatives to address issues or concerns.

Rider discipline exercised by the Contractor will be guided by the City of Clemson and City of Seneca policies.

#### **7. Use of City of Seneca Bus Maintenance Facility:**

The City of Seneca will grant the use of its Bus Maintenance Facility to the City of Clemson free of charge. The utility cost (excluding electrical costs assigned to the bus chargers) and all related maintenance of these facilities will be paid for by City of Seneca. The City of Seneca buses will also be housed at said facility, with the exception of the Express Route bus, which will be housed overnight at the City of Clemson CATbus Facility.

The City of Clemson shall maintain at its own expense insurance coverages, including but not limited to Worker's Compensation, General Liability, and Property insurance, related to the operations conducted by the City of Clemson personnel and for City of Clemson personal property on the premises.

The City of Seneca shall maintain at its own expense insurance coverages, including but not limited to Worker's Compensation, General Liability, and Property insurance, related to the operations conducted by the City of Seneca personnel, the structure, improvements, and any City of Seneca personal property on the premises.

## **8. Routes**

The Contractor, working in cooperation with City of Seneca representative(s), shall establish routes and schedules. Time schedules and routes will be arranged and adjusted as necessary by the Contractor after discussion with the designated representative(s) of the City of Seneca. Reasonable and infrequent late arrivals or departures resulting from unexpected delays and mechanical failure will not be considered a breach of contract.

Contractor will maintain contact with the drivers with a two-way radio system or another form of communication.

Contractor will maintain an accurate record of miles per bus per route, per day. The contractor will attempt to maintain accurate record of passengers per route, per day.

## **9. Vehicle and Maintenance Requirements**

Contractor will maintain at Contractor's expense maintenance services on the City of Seneca buses to be used by Contractor to perform this contract. Notwithstanding this provision, in the event one of the Seneca buses needs a battery pack replacement or one of the overhead chargers need replacement, the City of Seneca will be responsible for the cost of such replacement. Contractor will provide an experienced Electric Bus Maintenance Technician (mechanic) to work at the City of Seneca Bus Maintenance Facility who shall work exclusively on the City of Seneca buses and chargers.

Contractor will maintain accurate records of all maintenance services according to the requirements of SC DOT and FTA standards. Contractor will maintain the insurances on City of Seneca buses pursuant to Section 3, above.

The City of Seneca will provide Contractor with all buses to be used by contractor to perform this contract. Contractor will maintain insurance on City of Seneca buses pursuant to Section 3, above. In the event a Contractor owned bus is used to perform under this contract, Contractor will maintain insurance on any such Contractor owned bus pursuant to Section 3, above.

The electrical costs (fuel) for the City of Seneca buses used to perform this contract will be paid for by the City of Clemson.

## **10. Driver Requirements Qualifications:**

Only drivers of the highest quality from the standpoint of safe operation and relationship with passengers shall be hired as bus drivers. All drivers will hold the appropriate license and endorsements. All drivers must be qualified and meet any and all other federal, state statutory and regulatory requirements.

Training: Contractor shall be responsible for training of drivers. Training includes but not limited to: laws, rules and regulations of public transit bus driving, pre-trip inspection procedures, regulatory requirements, bus driving techniques and accident procedure. Drivers will also be responsible for a working knowledge of the procedures for handling

passenger situations that might arise (disruptive, intoxicated/under the influence, medical, etc.).

#### **11. Fees And Expenses Invoice And Payment Terms:**

Contractor will invoice the City of Seneca on a monthly basis for services provided under this Contract. Invoice will identify type and amount of service hours (Normal Route Service, Special Event, Paratransit, etc.). Payment from the City of Seneca is due and payable within fifteen (15) days of receipt of invoice.

Fees: The fees for Contractor's services under this Contract (the "Fees") will be \$75.00 per service hour of normal bus operation. Fees for Contractor's services under this Contract for Special Event services will be \$75.00 per service hour. Fees for Paratransit services by the Contractor provided to the City of Seneca will be \$75.00 per service hour.

#### **12. Option to Renew**

The City of Seneca and the City of Clemson agree to meet by April 30 of each year the contract is in force to negotiate an extension of one year and any rate changes to the Contract. This Contract may be renewed for an additional term of one year, annually, up to three additional times. This will be the first renewal of the contract and year two of the five year term allowed. Per SC DOT regulations, the City of Seneca must then bid out the services anew upon the expiration of the allowed five year term.

#### **13. Indemnification**

To the fullest extent allowed by law, the City of Clemson will and does hereby agree to protect, defend, City of Seneca and its respective affiliated enterprises, officers, employees, Trustees, representative and agents from and against all damages, losses, liens, cause of action, suits, judgements, expenses, and other claims of any nature, kind or description by any entity or person resulting from the operation of Clemson Area Transit under the performance of this agreement through the procurement of and coverages offered by general liability insurance, public official liability, automobile and bus, worker's compensation, excess liability insurance coverage, and any other insurance endorsements that serve to protect the City of Clemson and its CATbus partners.

#### **14. Governing Law and Jurisdiction**

This Contract shall be governed and construed in accordance with the laws in the State of South Carolina, without regard to its principles of conflict of laws. The Parties

consent to exclusive jurisdiction of the federal and state courts of the State of South Carolina for all disputes arising out of this Contract.

Contractor shall comply with the requirements of SC Department of Transportation and FTA regarding public transit and transit vehicles.

**15. Modification**

No waiver, alteration or modification of any of the provisions of this contract shall be binding upon any party unless in writing and signed by the authorized representative of the party against whom such waiver, alteration or modification is sought to be enforced. Each such amendment, waiver or discharge will be effective only in the specific instance and for the specific purpose for which given.

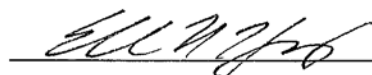
**16. Entire Contract**

This Contract shall constitute the entire contract between the Parties and supersede any prior understandings between the Parties with respect to the subject matter hereof.

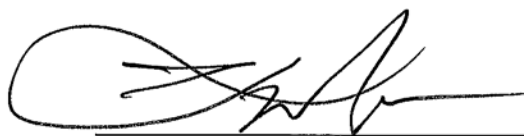
**APPROVED AND ACCEPTED BY:**

CITY OF SENECA

CITY OF CLEMSON

 5/13/2020  
PLANNING DIRECTOR      DATE

\_\_\_\_\_  
TRANSIT ADMINISTRATOR      DATE

 5/13/2020  
CITY ADMINISTRATOR      DATE

\_\_\_\_\_  
CITY ADMINISTRATOR      DATE

 5/12/2020  
MAYOR      DATE

\_\_\_\_\_  
MAYOR      DATE