



**AMES TRANSIT AGENCY  
BOARD OF TRUSTEES**

**CYRIDE CONFERENCE ROOM – March 30, 2023**

1. CALL TO ORDER: 5:00 p.m.
2. Approval of Minutes from February 23, 2023
3. Public Comments
4. Biodiesel B100 Pilot Project Discussion Item
5. Award of Contract for 2023 HVAC Improvements Project
6. Center for Transportation and the Environment Contract Amendment
7. HIRTA Contract and Annual Customer Survey
8. Monthly Report
9. Spring Meeting Dates / Times
  - April 27, 5:00 p.m.
  - May 25, 5:00 p.m.
10. Adjourn



**FEBRUARY 23, 2023**  
**AMES TRANSIT AGENCY BOARD OF TRUSTEES**

The Ames Transit Agency Board of Trustees met on February 23, 2023, at 5:00 p.m. in the CyRide Conference room. President Jeffrey called the meeting to order at 5:05 p.m. with Trustees Beatty-Hansen, Ludwig, Norton, Schinker, and Schnepf present.

**APPROVAL OF JANUARY 26, 2023, MINUTES:**

Trustee Ludwig made a motion to adopt the January 26, 2023, Transit Board minutes as presented; Trustee Schinker seconded the motion. (Ayes: 6 Nays: 0) Motion carried.

**PUBLIC COMMENTS:**

None.

**SURFACE TRANSPORTATION BLOCK GRANT PROGRAM FUNDING REQUEST FY2027:**

Director Neal requested approval to submit a Surface Transportation Block Grant request. CyRide would like to request \$225,000 from the Ames Area Metropolitan Planning Organization (AAMPO) to upgrade a 40' bus to a battery electric bus (BEB).

Director Neal recommended approval of Alternative #1 to submit a grant request to the AAMPO for \$225,000. If awarded, these federal funds would help CyRide continue to move toward a more efficient and sustainable fleet.

Trustee Norton made a motion to approve Alternative #1; Trustee Ludwig seconded the motion. (Ayes: 6 Nays: 0) Motion carried.

**APPROVAL OF MODIFIED GRANT FUNDING AND LOCAL COMMITMENT FOR BUS CONTRACTS:**

Director Neal requested additional funding for the purchase of five buses. As previously discussed at board meetings, CyRide has been working with the Iowa DOT to address the contract cancelled for two low-floor cutaway buses. In January, CyRide was notified that the IDOT was increasing state funds for these buses, two 40' diesel buses, and the DAR bus leased to HIRTA. The total additional local funding needed for these buses is \$30,396. At the April 2022 board meeting, the board approved an additional \$29,186; therefore, that amount and an additional \$1,210 would need to be reallocated from the operations fund closing balance.

Director Neal recommended approval of Alternative #1 to accept the new funding levels, which will allow CyRide to replace obsolete buses with newer vehicles.

Trustee Ludwig made a motion to approve Alternative #1; Trustee Schnepf seconded the motion. (Ayes: 6 Nays: 0) Motion carried.

**PRINCIPAL CLERK STATUS CHANGE:**

Director Neal requested approval to change the status for the principal clerk position to an earlier start date. At the December 2022 board meeting, the board approved changing the principal clerk position in the maintenance division to three-quarter time, effective July 1, 2023. Typically, CyRide receives three to four buses a year; however in a short time frame, that amount has increased to nine buses this year, with two BEBs expected by the end of March. The maintenance division will also need to dispose of 11 buses replaced by these new buses. Adding and disposing of this volume of vehicles in a short amount of time has significantly increased the workload for the principal clerk. The estimated cost of making this change beginning March 1, 2023, would be \$5,700.

Director Neal recommended Alternative #1 to move this position to three-quarter time sooner, which would help address the additional workload.

Trustee Jeffrey asked if the union would need to be involved in this decision. Director Neal clarified that the board had the authority to change it.

Trustee Ludwig made a motion to approve Alternative #1; Trustee Schnepf seconded the motion. (Ayes: 6 Nays: 0) Motion carried.

**MONTHLY REPORT:**

**Dial-A-Ride Survey and Contract:** CyRide contracts with Heart of Iowa Regional Transit Agency (HIRTA) to operate Dial-A-Ride services and are currently working on the annual satisfaction survey. The contract with HIRTA will expire on June 30. Director Neal inquired if the board was agreeable to pursuing a new contract with HIRTA and, if so, CyRide would work with HIRTA and the Legal Department on the new contract and proposed rate. The board indicated they were interested in this.

**Fuel Contract:** Fuel is purchased through a contract with Renewable Energy Group (REG), which will end on June 30. CyRide will be working with the Purchasing Department to release a new RFP for fuel, which will be brought to a future board meeting.

**Buses and Bus Facilities Grant Opportunity:** Due to extreme volatility in pricing, staff believes submitting a Bus and Bus Facility grant this year would be challenging. Recent pricing information from manufacturers indicates that the cost of BEBs has increased considerably due to ongoing component cost increases, and CyRide is getting updated pricing for the current BEB projects. Based on preliminary information, it is believed that additional local match from the reserve fund will be necessary for these BEBs. If the board wishes to submit a grant application, a special meeting will need to be scheduled to identify the local match necessary and get board authorization on the project. The board indicated they would follow CyRide's guidance on not submitting for a grant and want information on the BEB pricing when it is compiled.

**Biodiesel Pilot Project:** CyRide has been in discussions with REG/Chevron about a pilot project to convert a small portion of the diesel fleet to run on B100, which is the same technology Public Works

snowplows are using. Staff has reviewed the technology and believes it is a good opportunity to use more biofuels, but it will require additional capital. Director Neal inquired if the board was interested in pursuing the project and, if so, CyRide will work with REG/Chevron on a proposal and bring it to a future board meeting. The board indicated they were interested in this.

**Ames Intermodal Facility Leases:** The Ames Intermodal Facility's two private company tenants, Executive Express and Jefferson Lines, pay a monthly rate, which is evaluated based on the Producer Price Index with any rent increases going into effect July 1. Given the economic challenges still facing both tenants, CyRide is recommending maintaining the current lease rates for another year. The proposed FY 2024 monthly lease rates provided by Mark Miller were included. Director Neal inquired if the board was agreeable to continue at the current lease rate and, if so, CyRide would work with the Legal Department to prepare any necessary documents. Trustees Norton and Schainker and the rest of the board indicated they were agreeable to it.

**Quarterly Report:** Each quarter, a detailed report regarding the overall performance of CyRide is generated. Of note, ridership and passengers per revenue hour and mile continue to rebound.

**Spring meeting dates:**

- March 30, 5:00 p.m.
- April 27, 5:00 p.m.
- May 25, 5:00 p.m.

**Adjourn:** Trustee Ludwig made a motion to approve adjourning at 5:27 p.m.; Trustee Beatty-Hansen seconded the motion. (Ayes: 6 Nays: 0) Motion carried.

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Liz Jeffrey, President

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Cheryl Spencer, Recording Secretary

**March 30, 2023**

**Biodiesel B100 Pilot Project Discussion Item**

**CyRide Resource: James Rendall, Barbara Neal**

## **BACKGROUND:**

This is a discussion item to seek Transit Board direction on a potential B100 pilot project. As previously communicated with the Transit Board, CyRide has been in contact with Chevron Renewable Energy Group regarding a potential pilot project to increase biodiesel usage at CyRide. Chevron Renewable Energy Group will be present to answer any questions regarding the proposed pilot project.

Biodiesel is a manufactured fuel derived from vegetable oils, animal fats, or recycled grease. It is a renewable fuel source with the potential for reducing greenhouse gas emissions by as much as 74% percent compared to standard diesel.<sup>1</sup> Biodiesel has different performance characteristics than conventional #2 diesel, and the two fuels are often blended before use. The overall mixture of biodiesel to #2 diesel is normally shown with a “B” prefix to the percentage of biodiesel present, with B5 being 5% biodiesel, B20 being 20%, and B100 being unblended, pure biodiesel. One challenge with biodiesel, when compared to #2 diesel, is the fuel’s increased tendency to crystallize, or gel, when exposed to cold temperatures. As a result, the amounts of biodiesel mixed into #2 diesel typically decreases over the winter months in Iowa.

CyRide has been utilizing biodiesel for over 20 years to help reduce the organization’s carbon footprint and help support local agriculture. During this timeframe, CyRide has consistently operated on a minimum of B5 year-round and has utilized as high as B20 during warmer months. In FY 2021 and 2022 CyRide used an average of 23,000 gallons of biodiesel annually. FY 2023 will have a lower biodiesel usage of approximately 14,000 gallons due to the increased cost of biodiesel over #2 diesel.

## **Proposed Project**

Chevron Renewable Energy Group has partnered with Optimus Technologies to equip medium and heavy-duty vehicles to run on B100. Optimus Technologies provided the biodiesel conversion system installed on heavy-duty trucks in 2019 as Fleet Services’ pilot project. This conversion system involves installing a second fueling system within the vehicle, which allows for normal operation on B100 while still utilizing #2 diesel in cold start conditions and as a backup fuel supply.

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<sup>1</sup> <https://greet.es.anl.gov/files/e5b5zeb7>

Chevron Renewable Energy Group has expressed interest in a similar pilot project at CyRide, which would enable operating some buses using B100. The pilot project would involve CyRide providing five diesel buses to operate year-round on B100 fuel. A support package for this conversion project has been proposed that would assist with initial capital costs and provide B100 at 10% above the Iowa DOT rack rate for #2 diesel. The proposed biodiesel fuel benefit would be in effect for a period of three years. The increased fuel cost per pilot bus would be approximately \$1,500 per year. The added system components may require additional maintenance, which CyRide has estimated at \$250 per year for each bus.

Based on the overall cost of the system and Chevron Renewable Energy Group’s support for the conversion project, the estimated project budget for both capital and operating costs is shown below.

<b>Project Component</b>	<b>Per Vehicle</b>	<b>Cost</b>
Optimus Technologies Hardware and Installation	\$24,909	\$124,545
Service Tools and Fuel Management		\$11,367
Chevron Renewable Energy Group Support		(\$53,274)
Estimated Annual Additional Fuel Cost	\$1,500	\$7,500
Annual Tank Rental Cost		\$1
Annual Maintenance Cost	\$250	\$1,250
<b>Total First-Year Costs</b>		<b>\$91,389</b>
Year Two Annual Cost		\$8,751
Year Three Annual Cost*		\$12,901
<b>Total Cost Estimated Three-Year Pilot Project</b>		<b>\$113,041</b>

\* Includes maintenance software renewal starting in the third year of the project

If the board would like to move forward with the pilot, the Operations Fund closing balance could be used to fund the capital portion of the project of \$86,638. The annual operating costs, estimated at \$30,403 over three years, would be paid out of normal CyRide operating costs. Additionally, the installation of all equipment would be performed onsite.

### **CyRide Comments**

After reviewing this proposal, staff believes it has significant potential benefits for CyRide. However, there are some additional items for the board to consider.

The engine warranty restricts biodiesel usage to B20 or less for engines less than two years old, which will prevent the installation of the pilot system on these buses. To support their product, Optimus Technologies supplies a \$50,000 engine warranty in the event of a failure caused by their system.

The Optimus Technologies system delays the shutdown of the engine so that all biodiesel can be purged to prevent gelling during cold restarts. This type of shutdown could cause substantial delays and safety concerns in the fueling lane and repair bays due to being unable to work on or fuel the bus until the engine stops and creating additional exhaust fumes in the building due to idling. Optimus Technologies has committed to working on a solution for CyRide. Additional training would also need to be provided to drivers about how to shut down buses with the system installed.

Providing B100 storage onsite is a potential challenge for CyRide. Unused space within CyRide's facility is limited, and an external fuel tank may be needed, requiring separate approval from Iowa State University.

Finally, it was also noted that renewable diesel is another product currently increasing in market share. Renewable diesel was designed to be a direct diesel replacement in modern engines that requires no vehicle modifications. It is manufactured using the same materials as biodiesel and provides similar carbon reductions. Renewable diesel is currently used primarily in California, and the fuel is not available in Iowa. CyRide expects renewable diesel to become more widely obtainable in the United States over the next few years. While renewable diesel is a promising new biofuel, staff believes moving forward with a biodiesel conversion pilot project would be CyRide's most favorable option to expand biofuel usage immediately.

In summary, CyRide believes the overall risk in the pilot project is low. The ability to run solely on standard diesel if needed makes the potential operational impacts low. Running buses on biodiesel will allow CyRide to further reduce the carbon footprint of public transit and help support the sustainability goals of the City Council and Iowa State University.

In conversations with Chevron Renewable Energy Group and Optimus Technologies, it is believed that the project could be implemented within three to four months once contracts are signed. The only aspect needing clarification is the size and location of the B100 fuel tank. If it is determined that an outside location is the best option for this pilot project, CyRide would need to work with Iowa State University on the tank placement.

If the Transit Board would like to move forward with this pilot project, staff would work with Chevron Renewable Energy Group, the Purchasing Division, and the Legal Department to develop agreements for review at an upcoming Transit Board meeting.

**March 30, 2023**

**Award of Contract for 2023 HVAC Improvement Project**

**CyRide Resource: James Rendall**

**BACKGROUND:**

The CyRide 2023 HVAC Improvement Project (Bid No. 2023-137) was released on February 15, 2023. Plans and specifications called for replacing aging heating, ventilation, and air conditioning (HVAC) equipment that serves the maintenance paint bay, body shop, and tire area. The bid had two alternates. Bid alternate #1 called for adding a fall protection railing on the roof edge in lieu of a roof-mounted fall protection tie-off point. Bid alternate #2 was to remove the building HVAC controls integration from the project.

The following budget has been reserved for this project:

<b>Funds Available</b>	<b>Dollars</b>
State PTIG Funds	\$331,548
Local Funds	\$82,887
<b>Total Grant Funds Available</b>	<b>\$414,435</b>
Carryover from the 2022 HVAC Improvement Project	\$38,335
<b>Total Project Budget</b>	<b>\$452,770</b>

Bids were due on March 15, 2023. Two bids were received for the project, summarized below, with the complete bid tabulation attached to the board packet.

<b>Bidder</b>	<b>Base Bid</b>	<b>Alternate #1</b>	<b>Alternate #2</b>
Mechanical Comfort Inc.	\$ 534,750	\$ 11,645	(\$43,835)
Stein Heating and Cooling	\$ 579,500	\$ 6,900	(\$62,500)

Mechanical Comfort Inc. of Ames, Iowa, was the low bid on this project. After evaluating the cost of bid alternatives with CyRide's A&E firm, ASK Studios, staff recommends accepting the base bid and rejecting both bid alternatives. The analysis of the A&E firm is attached to the board packet. The base bid includes integrating the HVAC equipment into the building's mechanical controls system to permit automatic control of the equipment through a single computer interface. This integration could be removed by adopting bid alternate #2, which would save \$43,835. However, incorporating the new equipment into the building controls systems allows for real-time monitoring, alarm notifications, and local parameter adjustments, which helps CyRide maintain the equipment in the appropriate operating conditions. Therefore, CyRide and the A & E firm recommend rejecting alternate #2.



To meet the budget shortfall, CyRide recommends using two supplemental funding sources. First, \$76,201 remains in carryover from the 2022 HVAC Improvement project. Applying all of this funding, rather than the \$38,335 portion originally planned, would maximize grant funding that would otherwise not be utilized. Second, staff recommends using \$97,589 from the Operations Fund closing balance. The City of Ames audit process has not yet concluded, but CyRide anticipates that the closing balance will have an uncommitted amount of \$4,667,061 above the Transit Board's directed 10%.

The new project budget would be \$588,225, as shown below. The final award amount for the base bid is \$534,750 leaving \$53,475 available in the project budget for contingency.

<b>Amended 2023 HVAC Improvement Project Budget</b>	<b>Dollars</b>
Base Bid	\$534,750
Contingency Funding (10%)	\$53,475
<b>Total Funding Requirement</b>	<b>\$588,225</b>

<b>Funding Sources</b>	<b>Dollars</b>
State PTIG Funds	\$331,548
Local Grant Match	\$82,887
Carryover from the 2022 HVAC Improvement Project Grant (Adjusted)	\$76,201
Transfer from Operations Fund Closing Balance	\$97,589
<b>Total Project Budget</b>	<b>\$588,225</b>

The final award of contract will be subject to approval by the Iowa Department of Transportation Office of Public Transit.

**ALTERNATIVES:**

1. Approve award of contract to Mechanical Comfort Inc. of Ames, Iowa, for the base bid for a total cost of \$534,750 and reject bid alternate #1 and alternate #2.
2. Direct staff to proceed according to Transit Board priorities.

**RECOMMENDATION:**

The Transit Director recommends approval of Alternative #1, to accept the base bid and reject both alternates from Mechanical Comfort Inc. of Ames, Iowa, for a total contract award of \$534,750. Approval of the base bid would allow CyRide to replace obsolete HVAC equipment in the facility and permit the integration of the new equipment into the existing HVAC facility control system.

CITY OF AMES, IOWA	5% Bid Bond	Bidders Status Form	Addendum #1	Buy America Form	Lobbying Form	Form 1 DBE Utilization	Form 2 DBE Letter of Intent	Iowa DOT Non-Collusion Bidding Certificate	BASE BID	Add Alternate #1	Deduct Alternate #2
<a href="mailto:karen.server@cityofames.org">karen.server@cityofames.org</a>											
BID NO. 2023-137											
CyRide 2023 HVAC Improvement Project											
BIDDERS											
Mechanical Comfort Ames, IA	x	x	x	x	x	x	x	x	\$534,750.00	\$11,645.00	(\$43,835.00)
Stein Heating & Cooling Inc. Webster City, IA	x	x	x	x	x	x	x	x	\$579,500.00	\$6,900.00	(\$62,500.00)



March 27, 2023

Ms. Barbara Neal, Director of Transit  
CyRide  
601 N. University Boulevard  
Ames, IA 50010

Ms. Neal,

There were two responsive bidders which submitted proposals for the CyRide HVAC Improvements, Phase III project. Both bids exceeded the Opinion of Probable Cost.

We recommend the acceptance of the bid proposal from Mechanical Comfort to complete work associated with the base bid as described in the project specifications for \$534,750. This cost is reasonable due to the increase in material costs industry wide as well as an increase in inflation beyond usual levels.

Given Mechanical Comfort's knowledge of the facility, we believe the low bid will bring a good value to CyRide.

Regards,

A handwritten signature in black ink, appearing to read "Ryan M. Carter". The signature is stylized with a large, sweeping initial "R" and a long, horizontal flourish extending to the right.

Ryan M. Carter, AIA, NCARB



**March 30, 2023**  
**Center for Transportation and the Environment**  
**Contract Amendment**  
**CyRide Resource: James Rendall**

**BACKGROUND:**

In 2020, CyRide entered into a contract with the Center for Transportation and the Environment (CTE) to support CyRide's purchase of battery electric buses. The agreement included planning appropriate routes, determining charging performance, post-delivery performance monitoring, other data collection, and on-call project and technical consulting. Part of performance monitoring will be obtaining a year's worth of Key Performance Indicators (KPIs) to measure and report actual energy savings, cost savings, and greenhouse gas emissions reductions resulting from the deployment of the battery electric buses into revenue service.

This contract is set to expire on March 31, 2023. However, due to the many delays CyRide has experienced with receiving and deploying the battery electric buses, CTE has requested an amendment to the original contract to extend the end date to December 31, 2024. CTE has also asked to move \$10,000 from the On-Call task to the KPI Reporting task. The funding allocation request is due to added labor required to monitor the project for an additional year. To date, CyRide has not utilized any of the On-Call task funding and does not anticipate using funding from this task in the future.

The Legal Department has reviewed and approved this contract amendment, which is attached to the board packet for review.

**ALTERNATIVES:**

1. Approve extending the contract's end date with CTE to December 31, 2024, and reallocating the \$10,000 On-Call funding task to the KPI Reporting task.
2. Do not approve the amendment extension.

**RECOMMENDATION:**

The Transit Director recommends approval of Alternative #1. Approving the contract amendment for the CTE contract will provide CyRide with the necessary support in deploying our battery electric buses and assist CyRide in gathering essential data to measure how well they perform in our community.

CENTER FOR TRANSPORTATION AND THE ENVIRONMENT  
AND  
AMES TRANSIT AGENCY  
AGREEMENT AMENDMENT

This First Amendment, hereinafter referred to as “AMENDMENT 1” is made to the Letter Agreement, entered into on the 30th day of March, 2020, by and between the Center for Transportation and the Environment (“CTE”) and Ames Transit Agency “CyRide”. The Agreement is hereby amended as follows:

WHEREAS, CyRide contracted with CTE to provide certain consulting services for their Battery Electric Bus/Facility Project; and

WHEREAS, CTE and CyRide desire to amend the original Letter Agreement to extend the term of agreement and reallocate task funds;

NOW THEREFORE, in consideration of the covenants, recitals, promises, representations and agreements herein set forth in this AMENDMENT 1, in addition to those contained in the original Letter Agreement, CTE and CyRide do hereby expressly and mutually agree to the following modifications:

1. Section 2, “Term of Agreement” is hereby amended so that services, work products and/or deliverables defined in CTE’s Statement of Work shall be completed no later than ~~March 31, 2023~~ December 31, 2024.
2. Attachment II, “CTE Scope of Work for the Ames Transit Agency (CyRide) Battery Electric Bus/Facility Project” is hereby amended in the following ways:
  - a. Task 6. On-Call Project & Technical Consulting, shall be deleted, in its entirety, from the Cost Schedule table and Task Descriptions.
  - b. The Cost for Task 5. KPI Reporting shall be increased by \$10,000, making Task 5’s Cost in the Cost Schedule table a fixed fee of \$70,000.

*-- Signature page to follow --*

**Unless specifically amended in this Amendment 1, all other terms and conditions of the Letter Agreement, including all attachments or appendices thereto, shall remain in full force and effect.**

IN WITNESS WHEREOF, CTE and CyRide have caused this Amendment to be executed by their duly authorized representatives on the date last written below.

Center for Transportation and the Environment  
(CTE):

Read, agreed to and accepted by  
Ames Transit Agency (CyRide):

By:  \_\_\_\_\_

By: \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Title: \_\_\_\_\_

Date: 3/21/2023 \_\_\_\_\_

Date: \_\_\_\_\_

February 18, 2020

Barb Neal  
Transit Director  
Ames Transit Agency  
601 N. University Blvd.  
Ames, IA 50010

Re: Letter Agreement for Ames Transit Agency (CyRide) Battery Electric Bus/Facility project

Dear Ms. Neal,

This Letter Agreement between the Center for Transportation and the Environment (“CTE” or “Contractor”), located at 730 Peachtree Street, Suite 450, Atlanta, GA 30308 and Ames Transit Agency (“CyRide”), located at 601 N. University Blvd. Ames, IA 50010, both hereinafter referred to collectively as the “Parties” and individually as “Party,” serves as the contract for the scope of work that CTE agrees to provide under the Ames Transit Agency (CyRide) Battery Electric Bus/Facility project. In consideration of the mutual covenants contained herein, the parties agree as follows:

The following attachments are incorporated by reference and made part of this Letter Agreement herein:

- Attachment I:* Federal Transit Administration (FTA) Terms & Conditions
- Attachment II:* CTE Scope of Work for the Ames Transit Agency (CyRide) Battery Electric Bus/Facility Project

**1) STATEMENT OF SERVICES TO BE PERFORMED**

By executing this Letter Agreement, CTE agrees to perform and comply with the terms and conditions set forth in the *Attachment I*, FTA Terms & Conditions and the scope of work set forth in *Attachment II*. CTE shall perform the scope of work specified in the time and manner described and in accordance with the terms and provisions of this Agreement. CTE agrees to perform the scope of work with that standard of professional care, skill, and diligence normally provided in the performance of similar services.

**2) TERM OF AGREEMENT**

The period of performance for this Agreement shall commence upon the execution of this Letter Agreement by both parties. Services, work products and/or deliverables defined in CTE’s Statement of Work shall be completed no later than March 31, 2023.

**3) AGREEMENT AMOUNT**

The total Agreement Amount to be paid CTE for the scope of work defined under this Agreement shall not exceed one-hundred forty-five thousand dollars (\$145,000). CTE will invoice CyRide upon completion of each identified milestone deliverable, and for costs incurred for each time and materials task outlined in Attachment II, CTE Statement of Work,.

#### 4) INVOICES

CTE will submit invoices to CyRide upon completion of each deliverable specified in the Statement of Work. CyRide will review deliverables within 15 days of submission and either request revisions or indicate acceptance. Any requested revisions will be expeditiously made by CTE and CyRide's acceptance of the revised deliverable shall not to be unreasonably withheld or delayed. Upon acceptance of each deliverable, CyRide shall pay CTE the amount specified in the Statement of Work. The final invoice will be submitted by CTE within 30 days of the acceptance of the final deliverable or Termination of this Agreement. Invoices will be submitted to CyRide, by mail, courier, or e-mail to bneal@cyride.com

#### 5) TERMINATION

- A. **Termination for Convenience (Professional or Transit Service Contract)** Either Party, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, CyRide shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- B. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, CyRide may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- C. **Opportunity to Cure (General Provision)** CyRide, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to CyRide's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from CyRide setting forth the nature of said breach or default, CyRide shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CyRide from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- D. **Waiver of Remedies for any Breach** In the event that CyRide elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CyRide shall not limit CyRide remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

#### 6) INDEMNIFICATION

- A. Each Party (the "Indemnifying Party") agrees to, and will, indemnify, defend, and hold harmless the other Party (the "Indemnitee") and its Board Members, officers, agents, employees, and representatives against any liabilities, losses, claims, expenses (including attorney's fees) or damage they may suffer as a result of third party claims, demands, actions, costs or judgments resulting or alleged to have resulted from the Indemnifying Party's negligence or willful misconduct related to performance under this contract, except



to the extent that the liability, loss or damage results from (i) the non-Indemnifying Party's failure to substantially comply with any applicable law; or (ii) the negligence or willful malfeasance of any board member or employee of the non-Indemnifying Party.

- B. It is further agreed by and between the Parties that the Indemnitee shall (a) promptly notify the Indemnifying Party in writing of any claim for which indemnification is sought and (b) forward to the Indemnifying Party any other information available regarding the claim as promptly as is reasonably practicable; provided that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations hereunder except to the extent that the Indemnifying Party is actually and materially prejudiced by such failure.
- C. The Indemnifying Party shall be entitled, at its option, to assume and control the defense of any third party claim under this section, at its expense and through counsel of its choice if it gives notice of its intention to do so to the Indemnitee within 45 days of the receipt of notice of the right to be indemnified.

## 7) INSURANCE

Prior to commencement of work, CTE shall provide a completed Insurance Certificate to CyRide showing it has in full force and effect the required insurance. CyRide reserves the right to review the insurance requirements of this section during the effective period of the contract and to request adjustment of insurance coverages and their limits when deemed necessary and prudent by CyRide based upon changes in statutory law, court decisions, or the claims history of the industry as well as the successful firm.

CTE shall obtain and maintain in full force and effect for the duration of a contract, and any extension hereof, at the firm's sole expense, insurance coverage written by companies approved by the State of Iowa and acceptable to the CyRide, in the following type(s) and amount(s):

### TYPE AMOUNT -

- A. Worker's Compensation Statutory  
Employers Liability \$1,000,000
- B. Commercial General (public) Liability insurance including coverage for the following:
  - i. Premises operations Combined single limit for
  - ii. Products/completed operations bodily injury and property
  - iii. Personal injury damage of \$1,000,000 per
  - iv. Advertising injury occurrence or its equivalent.
  - v. Contractual liability
- C. Comprehensive Automobile Combined single limit for Liability insurance, including bodily injury and property. Coverage for loading and unloading of \$1,000,000 per occurrence, hazards, for: or its equivalent.
  - i. Any Auto
- D. Professional Liability \$1,000,000

City of Ames/CyRide shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis with a waiver of subrogation in favor of the City/CyRide on all coverages. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied. Copies of endorsements are required.

#### ADDITIONAL POLICY ENDORSEMENTS

CyRide shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CyRide, the firm shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the reasonable cost thereof.

#### REQUIRED PROVISIONS

CTE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- i. Name the City of Ames/CyRide and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- ii. Provide for 30 days' notice to CyRide for cancellation, nonrenewal, or material change;
- iii. Provide for notice to CyRide at the address shown below by registered mail;
- iv. The firm agrees to waive subrogation against the City of Ames/CyRide, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- v. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- vi. All copies of the Certificates of Insurance shall reference the project name or proposal number for which the insurance is being supplied.

#### NOTICES

CTE shall notify CyRide in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to CyRide at the following address:

Barb Neal, Transit Director  
Ames Transit Agency (CyRide)  
601 N. University Blvd., Ames, Iowa 50010

Approval, disapproval, or failure to act by CyRide regarding any insurance supplied by the firm shall not relieve the firm of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the firm from liability.

#### **8) INDEPENDENT CONTRACTOR**

The Parties agree that CTE, as well as any individual working for CTE, is an independent contractor and not an employee of CyRide for any purpose. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership, or joint venture. Both parties acknowledge that CTE is not an employee for state or federal tax purposes and is not entitled to any employee benefits of CyRide.

#### **9) FORCE MAJEURE**

Neither CTE nor CyRide shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy or hostile governmental action, strikes, labor disputes, fire or other casualty, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of CTE or CyRide. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Agreement.

#### **10) TAXES**

CyRide, as an agency of the City of Ames, is exempt from the following taxes: State of Iowa Sales and Use Taxes by Certificate No. 85-499 and Manufacturers Federal Excise Tax by Registration No. A-102678.

#### **11) MISCELLANEOUS**

- A. Subcontracting. CTE may subcontract with third party providers in performance of specific tasks included in CTE's Statement of Work. In the event that subcontractors are used, CTE will notify CyRide of the intent to use subcontractors and ensure subcontractor adherence to the same quality standards and assurances required of CTE, including adherence to applicable Federal Terms and Conditions.
- B. Non-Exclusivity. As an independent contractor, CTE may engage the services of any other individual or company that competes with CyRide or offers services similar to those offered by CyRide, and any such engagement shall not be considered a breach of this Agreement.
- C. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter of the Agreement and supersedes all previous oral and written agreements, understandings, and communications of the Parties relating to such matters.
- D. Amendment or Waiver. This Agreement may not be modified, amended or waived except by a written instrument executed by duly authorized representatives of both parties. No failure or delay in exercising any right shall operate as a waiver thereof.

- E. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract.
- F. Severability. Should any part of this agreement be rendered or declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision, which shall remain in full force and effect.
- G. Assignment. Neither Party may assign its respective rights or duties under this agreement to a third Party (except to a successor in interest to substantially all of the business of the assignor) without the prior written consent of the other Party.
- H. Governing Law. This Agreement will be governed by and constructed in accordance with the laws of the State of Iowa, USA, without regard to the conflict of laws principles thereof.
- I. Headings. Headings on the sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
- J. Survival of Terms. The provision of section 6 (Indemnification) shall survive the expiration or termination of this Agreement.

Please indicate your acceptance of these terms by returning one signed copy of this letter agreement to CTE.

**Center for Transportation & the Environment (CTE):**

By: 

Title: Executive Director

Date: 3/30/2020

**Read, agreed to, and accepted by Ames Transit Agency (CyRide):**

By: 

Title: Transit Director

Date: 3-30-20

**Enclosures:**

*Attachment I:* Federal Transit Administration (FTA) Terms & Conditions

*Attachment II:* CTE Scope of Work for the Ames Transit Agency (CyRide) Battery Electric Bus/Facility project

***Attachment I:***  
**FTA Terms & Conditions**

**I. FTA CONTRACT PROVISIONS**

CTE agrees to comply with all applicable regulations included in the FTA Master Agreement that apply to professional services contracts. The FTA Master Agreement is available at: <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2018>.

**II. DISADVANTAGED BUSINESS ENTERPRISE GOAL –**

**A.** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is **0.01%**. A separate contract goal for **DBE participation HAS BEEN** established for 7% for this procurement as there may be subcontracting opportunities.

Certified Iowa DBE firms can be found at the following URL addresses:  
<https://secure.iowadot.gov/DBE/Home/Index/>

**B.** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Ames Transit Agency deems appropriate, which may include but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

**C.** Contractor is required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so as a matter of responsibility, as provided for in [49 CFR 26.53](#). Award of this contract is conditioned on submission of the following:

- FORM 1 concurrent with and accompanying sealed bid (See appendix) AND
- FORM 2 (required for each DBE doing work on the project) (see appendix) no; later than 7 days after bid opening as a matter of responsibility
  - (1) The contractor shall utilize the specific DBEs listed (FORM 2) to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in 49 CFR 26.53; AND
  - (2) That, unless Ames Transit Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

If the contract goal is not met, bidder must submit evidence of Good Faith Efforts to acquire DBE participation within 7 days of the request. (See [49 CFR 26 - Appendix A](#))

**D.** The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of

payment for that work from the Ames Transit Agency. Ames Transit Agency declines to hold retainage from the prime contractor and prohibits prime contractors from holding retainage from subcontractors. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Ames/Ames Transit Agency. This clause applies to both DBE and non-DBE subcontracts.

The Ames Transit Agency has established the following mechanisms to monitor and enforce that prompt payment and return of retainage is in fact occurring.

- (1) Ames Transit Agency requires prime contractors (in sub-contracts in excess of \$10,000), to provide subcontractors with all contract provisions, including the prompt payment provision. Essentially, ensuring that subcontractors are knowledgeable of the prompt payment requirement.
- (2) Because our contract requires prompt payment by the prime contractor to the subcontractor, the subcontractor is entitled to prompt payment. Because subcontractors will be aware of this right, and it is in their greatest financial interest to assure that this right is respected, we believe it is reasonable to expect that subcontractors not receiving prompt payment will contact Ames Transit Agency.
- (3) If Ames Transit Agency is contacted by a subcontractor regarding possible violation of the prompt payment clause by the prime contractor we will make inquiries to the prime contractor. Depending on the response from the prime contractor, Ames Transit Agency may implement the sanctions/consequences listed in the above section.

If prompt payment is NOT made, then the Ames Transit Agency may enforce the following sanctions:

- (1) Requiring documentation of all payment to subcontractors for all previous payments from Ames Transit Agency to the prime contractor before any future payments from Ames Transit Agency to the prime contractor are made.
- (2) Termination of contract for Default. This termination clause is included in all DOT-assisted contracts.
- (3) Disqualifying the prime contractor from future bidding as non-responsible

- E. The contractor must promptly notify Ames Transit Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. These good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate (non-DBE firm or with another DBE firm) without prior written consent of Ames Transit Agency.

Ames Transit Agency/City of Ames may provide written consent that the prime contractor has good cause to terminate a DBE firm, under the following circumstances:

- (i) The listed DBE subcontractor fails or refuses to execute a written contract;
- (ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if

the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

- (iii) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- (iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (v) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (vii) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (vi) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- (vii) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (viii) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (ix) Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.



## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) Good Faith Efforts Appendix A of 49 CFR 26**

**If the contract goal for DBE participation is NOT met, the bidder must submit within 7 days documentation of their Good Faith Efforts to acquire DBE participation for this contract prior to the contract award.**

The following is a list of types of actions per Appendix A of 49 CFR 26 (<http://tinyurl.com/zy7laz2>) the bidder may document as part of their good faith efforts to obtain DBE participation. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive as other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization

does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote. F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor. G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

**III. NO GOVERNMENT OBLIGATION TO THIRD PARTIES -**

CyRide and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to CyRide, CONTRACTOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**IV. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS -**

CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.

CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or

fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on CONTRACTOR, to the extent the Federal Government deems appropriate.

CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**V. ACCESS TO RECORDS AND REPORTS –**

a. **Record Retention.** CONTRACTOR will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. **Retention Period.** CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. **Access to Records.** CONTRACTOR agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. **Access to the Sites of Performance.** CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**VI. FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2018>, as amended between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**VII. CIVIL RIGHTS AND REGULATIONS –**

The following Federal Civil Rights laws and regulations apply to CONTRACTOR and its subcontractors under this Contract.

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a. **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b. **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race,

color, religion, sex, or national origin.

**2. Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3. Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4. Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

#### **Civil Rights and Equal Opportunity**

CONTRACTOR shall be an Equal Opportunity Employer. As such, CONTRACTOR and its subcontractors agree to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, CONTRACTOR and its subcontractors agree to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be

limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

**4. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

#### **VIII. TERMINATION -**

**a. Termination for Convenience (Professional or Transit Service Contract)** CyRide, by written notice, may terminate this contract, in whole or in part, when it is in CyRide's interest. If this contract is terminated, CyRide shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**b. Termination for Default [Breach or Cause] (General Provision)** If CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, CONTRACTOR fails to perform in the manner called for in the contract, or if CONTRACTOR fails to comply with any other provisions of the contract, CyRide may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on CONTRACTOR setting forth the manner in which CONTRACTOR is in default. CONTRACTOR will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

**c. Opportunity to Cure (General Provision)** CyRide, in its sole discretion may, in the case of a termination for breach or default, allow CONTRACTOR 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If CONTRACTOR fails to remedy to CyRide's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by CONTRACTOR of written notice from CyRide setting forth the nature of said breach or default, CyRide shall have the right to terminate the contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude CyRide from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that CyRide elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CyRide shall not limit CyRide remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**IX. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Ames Transit Agency requests which would cause Ames Transit Agency to be in violation of the FTA terms and conditions.

**X. GOVERNMENT-WIDE DEBARMENT & SUSPENSION** - CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to this Contract. As such, CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by CyRide. If it is later determined by CyRide that CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to CyRide, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of this Contract. CONTRACTOR further agrees to include a provision requiring such compliance in any subcontracts.

**XI. ENERGY CONSERVATION** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

***Attachment II:***  
**CTE Scope of Work for the Ames Transit Agency (CyRide) Battery  
Electric Bus/Facility Project**

## CTE Scope of Work for the Ames Transit Agency (CyRide) Battery Electric Bus/Facility Project

The overarching intent of the project shall be support CyRide in procuring, deploying and monitoring two Battery Electric Buses and supporting facility infrastructure for charging.

### Cost Schedule

Task	Invoicing Structure	Cost
1. Route/Charge/Rate Modeling	Fixed Fee	\$ 20,000
2. Spec Review	Fixed Fee	\$ 10,000
3. Bus and Charging RFP Development and Analysis	Reimbursable, Time & Materials	\$ 25,000
4. Post-Delivery Performance Confirmation	Fixed Fee	\$ 20,000
5. KPI Reporting (12 months)	Fixed Fee	\$ 60,000
6. "On-Call" Project & Technical Consulting	Reimbursable, Time & Materials	\$ 10,000
<b>Total CTE Budget</b>		<b>\$ 145,000</b>

### Task Descriptions

#### 1. Route/Charge/Rate Modeling

CTE will model CyRide’s candidate routes, charging options and utility rates to inform the procurement process and deployment plan. CTE’s Route Modeling provides an independent analysis of potential BEB operations that will help CyRide match the technology to the most appropriate applications and confirm the technical specifications for the bus and charging equipment. CTE collects real-world route data on current CyRide buses in operation, selected deployment route(s), technical specifications of the selected zero-emission bus, and operational assumptions from CyRide. This information is used to build a model of the buses and duty-cycles to simulate bus performance on the selected routes using software developed by Argonne National Laboratory for the heavy-duty trucking industry and modified by CTE specifically for zero-emission transit buses. The results of the simulation will provide CyRide with a performance benchmark, range analysis, and energy consumption that can be used as a guide in making bus specification and operational decisions.



Through Rate and Charge Modeling, CTE examines electric utility rate structures and estimates the annual cost of energy and evaluates the cost impact of various charging alternatives and operational strategies (e.g. mid-day charging vs. overnight). CTE will work with CyRide and local utility providers to determine the electricity supply and utility rate options that would be the most appropriate for the type of charging that CyRide will use in their deployment.

Overall, this task will help reduce the uncertainty of the screening-level analysis done under the ZEB Roadmap project to give CyRide a clearer picture of their deployment prospects. The previous analysis will be built upon by focusing on a specific bus model, as compared to the general model used for screening, and by using speed-profile and elevation data collected in CyRide operations, rather than the general data used for the screening-level analysis.

## **2. Spec Review**

CTE will assist CyRide as they finalize the bus and charger specifications and other procurement documents. This task will help CyRide avoid common pitfalls of BEB deployments by including language in their spec that CTE has developed to mitigate BEB-specific risks.

## **3. Bus and Charging Procurement Support**

CTE will support CyRide with their procurement process for electric buses. CTE shall focus on aspects of the procurement that relate specifically to electric drive systems and charging, as well as assisting with developing the overall procurement strategy. Anticipated CTE tasks may include

- Supporting procurement strategy development,
- Assisting with document development, question and answer communications, deadlines, response reviews, and other deliverables as it relates to electric buses
- supporting CyRide during the question and answer period,
- Participating in a past performance review, including interviews with OEM-identified references that have experience deploying their buses
- assisting with technical proposal review and scoring, interviews, and contractor comparison
- validating manufacturer claims with independent research and modeling
- providing technical support for OEM-requested deviations from the spec and contract terms post award.

## **4. Post-Delivery Performance Confirmation**

After delivery, CTE will guide CyRide through a series of tests to validate the performance and operation of the buses. These tests will include route validation, where buses are operated along the planned routes under controlled conditions (temperature, AC load, passenger load, traffic patterns, etc.) to validate the bus against the performance specification and modeling results.

The results of the Performance Confirmation will confirm and refine the deployment plan, reducing risk.

**5. KPI Reporting (12 months)**

Once the buses are deployed into revenue service, CTE will collect one year of operational data to measure and report actual energy savings, cost savings, and greenhouse gas emissions reductions resulting from deployment of the battery electric buses into revenue service. The data will be used to generate a series of Key Performance Indicators (KPIs) to validate performance of battery electric buses against other buses in the CyRide fleet. Key performance indicators may include availability, energy consumption and costs, maintenance costs, emissions benefits, etc.

These data will also be analyzed to develop an empirical model of bus range based on real-world operations. The empirical model will give CyRide a clear picture of how range will change with weather, route assignment and loading. With this information, CyRide can precisely match buses with routes under various conditions to maximize their utilization while minimizing the risk of running out of energy on route.

**6. On-Call Project & Technical Consulting**

In addition to the tasks identified above, CTE is available to support CyRide's BEB deployment with on-call project management and technical assistance. CyRide may identify separate task orders for larger, fixed scopes of work, or CyRide may choose to engage CTE staff on an ad hoc or as needed basis. CyRide is only billed for CTE staff hours required to complete task orders or ad hoc assignments. Once the dollar limit of the contract is reached, CyRide may choose to close the on call task or extend with a new not-to-exceed amount.

**March 23, 2023**

**HIRTA Contract and Annual Customer Survey**

**CyRide Resource: Christine Crippen, Barbara Neal**

## **BACKGROUND:**

CyRide is required by the federal government to provide Americans with Disabilities Act (ADA) door-to-door bus service in the Ames community. In 2003, CyRide began contracting Dial-A-Ride (DAR) service to a third-party Story County transit provider to operate DAR in conjunction with their regular service. Since 2012, the contract for DAR has been with Heart of Iowa Regional Transit Agency (HIRTA).

At the June 2018 Transit Board of Trustees meeting, the board approved a new three-year contract with HIRTA for DAR service, including an option to extend the contract for two additional years. This contract will expire on June 30, 2023. This item asks the board to consider continuing DAR services under a new contract with HIRTA. Data from this survey and a review of DAR service's performance measures will provide input for this decision.

## **Annual Survey**

CyRide conducts a DAR survey annually to gain input on overall customer impressions and gather specific suggestions to improve service. Data from this survey is used to provide feedback to the contractor regarding performance issues. HIRTA provided a list of passengers who rode in 2022, and CyRide contacted the DAR passengers from the list to complete a customer satisfaction survey. The survey was conducted by phone and e-mail starting February 12, 2023. In the previous year, 15 passengers completed the survey, and 15 passengers completed the survey for this year, as well.

The following are the general highlights from this year's survey and variations from last year:

- **Overall Satisfaction** - Overall satisfaction with the DAR service has decreased over last year, with 93.3% "satisfied" or "very satisfied", compared to 100% in the previous survey.
- **Service Improvement** - This year, 50.0% of respondents believed the service "had improved," compared to 13.3% in the previous year.
- **Reservations** – There were five questions regarding different aspects of reserving/scheduling a trip. Call-taker professionalism increased from last year, with 100% responding "always." 60.0% of customers indicated they were "always" able to schedule within 1 hour of their requested time, and 33.3% indicated they were "usually" able to schedule within 1 hour of their requested time.
- **Driver Actions** – There was an increase in driver satisfaction, with 86.7% satisfied this year compared to 80.0% last year. Drivers requesting the correct fare increased from the previous year to 100%.

- **General Comments / Suggestions** – More detailed comments and dissatisfaction were voiced this year. Staff believes this was primarily driven by people completing this section on their own online. Several comments requested the new HIRTA app be available to DAR passengers. There were also several comments about not having someone to answer phones during the noon hour and after 3:00 to 3:30 pm.

In summary, customers are satisfied with their service, and their survey responses were similar to last year's.

### DAR Performance Goals

The Transit Board and CyRide have developed goals for DAR service with HIRTA. The performance measures help ensure passengers receive high service levels from HIRTA. CyRide will continue to monitor these performance measures regularly and work with HIRTA on improvements as needed. In FY 2022, HIRTA carried 13,089 passengers on the DAR service compared to 6,348 in FY 2021 and 7,818 in FY 2020.

### HIRTA Performance Measures

Type of Measure	Performance Measure	Goal	FY 2022	FY 2021	FY 2020
Financial	Cost/Passenger**	\$20.00	\$18.51	\$20.36	\$19.72
Quality	Passengers/Comment	1,000	6,545	2,116	3,909
Quality	Passenger Rides Before/After Pick-up Window	400	631	252	464
Efficiency	Passengers/Revenue Hour**	2.4	1.94	1.9	2.3
Safety	Passenger Injuries	0	1	0	0
Quality/Efficiency	On-Time Performance*	95.0%	94.9%	96.1%	94.2%

\*Defined as 10 minutes before or after the scheduled pick-up time.

\*\*Based on end-of-year quarterly reports.

### Contract Renewal

CyRide began discussions with HIRTA regarding a new DAR contract for the FY 2024 budget year. HIRTA has indicated an interest in entering into a new contract to provide DAR service on behalf of CyRide. A comparison of the current year rates versus proposed rates is described in the following table.

### HIRTA Contract Rate for DAR Service

Rate Category	FY 2023 Rate	FY 2022 Rate	% Change
Weekday Trips	\$19.29 per trip*	\$18.20 per trip*	6%
Weeknight Trips	\$51.38 per hour	\$51.38 per hour	0%
Weekend Trips	\$51.38 per hour	\$51.38 per hour	0%

\*Per trip rates are used Monday through Friday during the day when DAR and HIRTA passengers are combined on one bus. The per hour rate is used when only DAR service is operated on evenings and weekends.

The increase proposed is within industry standards for transit operating contracts. This year's percentage increase is lower than last year's (6% versus 7.06%), and the costs per hour and per trip are lower than CyRide's direct cost to provide the service.

### **Federal Financial Support**

CyRide will receive approximately \$424,000 in Elderly and Disabled (Section 5310) federal funding next year to support services that benefit seniors and individuals with disabilities, which includes operating costs for contracted DAR services. If CyRide operated the DAR service directly, Section 5310 funding could not be used for operating costs, and CyRide would need to fund services with 100% local dollars. However, if the service continues to be contracted CyRide can utilize this federal funding for 80% of the operational cost of service, as well as purchase any necessary capital equipment at 85% to support its operation.

The action being requested to the board is whether CyRide should continue to contract with HIRTA for DAR service and for what time duration. If the Transit Board approves continuing this service arrangement, staff will begin drafting a new contract for approval. If the board does not wish to continue contracting with HIRTA and would prefer to directly operate the service instead, CyRide would need to hire additional staff and purchase a software program to schedule trips.

### **ALTERNATIVES:**

1. Approve entering into a new contract with Heart of Iowa Regional Transit Agency (HIRTA) for a board-determined time period and direct staff to prepare a new contract for board approval at a future meeting.
2. Do not enter into a new contract with HIRTA for Dial-A-Ride service and begin directly operating service on July 1, 2023
3. Direct staff to proceed according to Transit Board priorities.

### **RECOMMENDATION:**

The Transit Director recommends approval of Alternative #1, to enter into a new contract with HIRTA to provide DAR service. Continuing the operation of DAR services with HIRTA supports the federally required complementary paratransit system for the Ames community, keeps service consistent for passengers, and avoids the high cost of CyRide directly operating the DAR service.

**Dial-A-Ride Survey Comparison of 2020, 2021, 2022**

<b>Question/Response</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>
<b>1. How many times over the last 12 months have you ridden Dial-A-Ride services?</b>			
1. I have not ridden	0.0%	6.7%	32.1%
2. Less than 4 times a year	0.0%	13.3%	14.3%
3. Once a month	0.0%	6.7%	10.7%
4. Twice a month	6.7%	13.3%	14.3%
5. Once a week	20.0%	13.3%	14.3%
6. Several times a week	66.7%	46.7%	14.3%
7. Daily	6.7%		
<b>2. Overall, over the past twelve months, how satisfied are you with the service you have been provided by DAR service?</b>			
1. Very dissatisfied	6.7%	0.0%	0.0%
2. Dissatisfied	0.0%	0.0%	0.0%
3. Somewhat Satisfied	0.0%	0.0%	9.5%
4. Satisfied	40.0%	40.0%	14.3%
5. Very Satisfied	53.3%	60.0%	76.2%
<b>3. Has Dial-A-Ride service improved this year?</b>			
1. Improved	50.0%	13.3%	38.1%
2. About the same	28.6%	86.7%	52.4%
3. Not improved	21.4%	0.0%	9.5%
<b>4. Please respond to the following questions by circling the number that best describes your experience in the last 12 months with service. (Respondents indicating "always")</b>			
1. Reserve trips, professionally/politely greeted?	100.0%	93.3%	85.7%
2. When scheduling trips, received a busy signal?	6.7%	0.0%	0.0%
3. When scheduling trips, put on hold for more than 3 mins.?	20.0%	28.6%	47.4%
4. When calling on the weekend to reserve a trip, call returned by 8 pm on Sunday?	12.5%	55.6%	45.5%
5. Ride scheduled within 1 hour of time requested	60.0%	66.7%	94.7%
6. Bus/Van clean and in good working condition	93.3%	92.9%	95.5%
7. Bus driver polite and helpful	86.7%	80.0%	95.2%
8. Wheelchair is tied down and anchored securely to the floor	85.7%	83.3%	75.0%
9. Bus driver charged the correct fare	100.0%	78.6%	94.1%
10. ADA card processed promptly	69.2%	83.3%	100.0%
<b>5. Do you utilize HIRTA's AMBLE app to schedule, cancel trips, manage trips or pay for trips?</b>			
1. Yes	26.7%	33.3%	27.8%
2. No	73.3%	66.7%	72.2%
<b>6. If the bus arrives early, do you feel that you are pressured to come out early to the bus?</b>			
1. Yes	20.0%	33.3%	
2. No	80.0%	66.7%	

**Dial-A-Ride Survey Comparison of 2020, 2021, 2022**

<b>Question/Response</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>
<b>7. Has a request for a trip been turned down (excluding a same day ride request) by the HIRTA's staff this past year so that you were not able to take the trip using Dial-A-Ride? (ADA regulations allow trips to be negotiated in 1 hour blocks before/after the requested time. If the 'negotiated time' an hour before/after your request does not meet your expectations to book your trip, this is not a denial)</b>			
1. Yes	6.7%	13.3%	23.8%
2. No	93.3%	86.7%	76.2%
<b>8. If your trip request was turned down, what was the reason you were given by the person you talked with on the phone?</b>			
<p>Some of them were medical trips that were local and a company from Des Moines came and got me instead (including my surgery one that I especially wanted HIRTA for because I'd be heavily drugged for the trip home). Ones that I tried to book myself I was told it was an extremely busy time of the day for transporting people and they have contracts with some nursing homes that require moving a lot of people in wheelchairs at the timeframe I was requesting. So I got the impression I didn't matter even though I'm a regular rider. Regular or not shouldn't matter, though. Impressions matter!</p>			
<b>9. While requesting a ride or riding Dial-A-Ride service, have you ever felt you were personally being discriminated against because of your race, color, national origin (ancestry), or your lack of ability to speak English?</b>			
1. Yes	0.0%	5.6%	0.0%
2. No	100.0%	94.4%	21.0%
<b>10. If yes to the #9 question, please explain the situation below.</b>			
<b>11. Please check the reason you ride Dial-A-Ride service.</b>			
1. Medical appointment	100.0%	73.3%	91.7%
2. Work/school	13.3%	13.3%	25.0%
3. Shopping (grocery or other)	53.3%	60.0%	50.0%
4. Personal appointments (such as to the beauty shop)	40.0%	46.7%	16.7%
5. Social trips (such as to visit a friend)	40.0%	40.0%	41.7%
6. Dining out	20.0%	20.0%	33.3%
7. Other (please list reason)	33.3%	13.3%	
Bank		1	
Nursing home			1
Church	1	1	
Library, gym			1
Library			1
gym			1
Volunteer	1		
Heartland Adult Day Center	1		
Heartland Senior Center	1		
Misc. Errands	1		

## Dial-A-Ride Survey Comparison of 2020, 2021, 2022

Question/Response	2023	2022	2021
<b>12. Please indicate your race.</b>			
1. White	93.3%	93.3%	100.0%
2. African American	6.7%	6.7%	0.0%
3. Asian	0.0%	6.7%	0.0%
4. Native American or Pacific Islander	13.3%	0.0%	0.0%
5. American Indian or Alaskan Native	6.7%	6.7%	0.0%
6. Hispanic	0.0%	0.0%	0.0%
7. Does not wish to answer	0.0%	6.7%	
8. Other	0.0%	0.0%	0.0%
<b>13. Please provide us with any comments/suggestions you have for improving Dial-A-Ride service.</b>			
<p>I started riding after the worst of the pandemic was over. I recently moved to Iowa from Virginia in 2020. I started using HIRTA in 2021. This service has greatly impacted the quality of my life. I can affordably get to medical appts., pharmacy for prescriptions, grocery store for food etc. There is nothing like this service in the Virginia Beach area where I lived.</p>			
<p>The app has made the service worse in terms of ride times. There is no way to know how much time ahead of a work day to schedule a pickup.</p>			
<p>Twice in the last year, HIRTA failed to pick me up at the scheduled time &amp; place. Both times, the app said the driver couldn't find me. I was exactly where I was supposed to be but the driver never even pulled in the driveway. When I try to use the app to schedule a same day ride, the app keeps telling me I am 1-4 blocks away from my actual location. It was so frustrating that I gave up. On the app, scheduled rides sometimes show up as "pending". That leaves a person wondering if they'll have a ride or not.</p>			
<p>I miss the Amble app portal for Dial-a-Ride. I hope it returns soon. I like the 5-minute call for the arrival of my bus.</p>			
<p>The AMBLE app needs to be available to ALL riders of HIRTA, not just SOME! You love to advertise it, but many cannot use it because we use HIRTA for both medical and personal things that makes us have two accounts for you to keep track of things on your end. I have severe anxiety using the phone, so having to call in to schedule rides or add money to my account (or even check my balance) is anxiety provoking for me. When I could go online and do all those things, I only had to call in if I was going somewhere new that wasn't on my "list". I LOVE the text message reminder of when my trip is scheduled for! I do NOT like the computer calling me, because if your trip details are wrong, you aren't given any option to be transferred to a real person to get the trip fixed. My drivers consistently complain to me they have No dispatch help between noon and 1pm to help them with issues they encounter while on the road. This is a HUGE problem! It needs fixed! I have witnessed it many times over the past year that a driver radioed in to dispatch and no one would return their call. They tried over several minutes, so it wasn't a bathroom break issue. Again, this isn't any isolated incident, it happens a lot! Please fix it. Thank you for listening.</p>			
<p>Better notice of where the ride is when coming to pick me up - online tracking. Multiple times the driver has taken me clear across town rather than directly home. Home was much closer and only slightly out of the way. Easier way to comment on drivers/ride - good and bad.</p>			



## Dial-A-Ride Survey Comparison of 2020, 2021, 2022

Question/Response	2023	2022	2021
FYI HIRTA no longer uses Amble Pay so I answered no to these questions. When it was available I used this service for scheduling, canceling and paying. They have a new app which right now is not available to paratransit riders. It is supposed to be active later this year and will utilize.			
Keep doing what you're doing! Dial-A-Ride makes life in Ames a lot better.			
The busses rattle a lot			
It would be nice if they could answer the phone after 3-3:30, can't get through if she's waiting for a ride. - Weekend emergency number didn't work, couldn't get through and got stuck at Mary Greeley despite having a ride scheduled.			
Good to see same drivers and get familiar with them - Craig is a very good driver, very nice and polite! - Wrong information - marked as a walker, but she was in a wheelchair (sometimes she uses a walker, sometimes a wheelchair). The driver didn't check and left, and she had to wait over an hour for a ride. HIRTA kept trying to call her home phone, but she wasn't home to answer, but she was able to call them eventually, and get the situation figured out.			
Now schedule pickups in a 20 minute window: "That's kind of different", don't know when in that time the bus will show up.			
HIRTA keeps the busses warm in the winter and cool in the summer, and that's much appreciated. They tend to go slowly (not rush) and we appreciate that.			



**March 30, 2023**  
**Monthly Report**  
**CyRide Resource: Barbara Neal**

### **1. Bus Shelter Request for Proposals and Bus Stop Improvements**

In 2011, CyRide released an Invitation for Bid (IFB) for the purchase of the new red-arch bus stop shelters. The IFB resulted in a five-year contract with Colombia Shelter Company. The contract has expired, and in preparation for purchasing new shelters using Section 5310 funding as approved in the capital plan, CyRide will release an invitation for bid (IFB) this spring.

We plan to install shelters at four stops in FY 2024 and FY 2025. The two bus stops in FY 2024 would be for Mortensen Road and Lawrence Avenue, which serves the #11 Cherry route, and Mortensen Road and Seagrave Boulevard, which serves the #12 Lilac route. In FY 2025, a shelter will be added to the bus stop at South Dakota Avenue at Steinbeck Street, which serves the #1 Red and #11 Cherry routes, and a shelter will be replaced at Grand Avenue and Bloomington Road, which serves the #6 Brown route. These shelter locations are currently undergoing FTA's National Environmental Policy Act (NEPA) review process.

### **2. Iowa Public Transit Association (IPTA), Washington, D.C. Conference**

On March 9 and 10, Chris Crippen and I attended the IPTA Legislative conference in Washington, D.C. During this time, we met with staff members from Representative Feenstra and Senator Grassley's offices to discuss our 2023 Federal legislative priorities. We reinforced the need for ongoing congressional support for federal transit funding for bus replacements and bus facilities. We also met with FTA executive leadership, Deputy Administrator Veronica Vanterpool, and Region VII Administrator Mokhtee Ahmad to discuss facility construction challenges, bus procurement and supply chain issues, and funding issues with increasing costs from inflation.

### **3. State Legislative Conference**

On March 22, Shari Atwood, Chris Crippen, and I attended the Iowa Public Transit Association (IPTA) legislative conference. The conference focused on upcoming legislative initiatives and goals for the association. On March 23, Chris Crippen and I attended IPTA's Legislative Lobby Day, along with several other public transit providers in Iowa. Lobby Day gave us an opportunity to discuss our 2023 State legislative priorities, including fully funding Iowa's Rebuild Iowa Infrastructure Fund (RIIF) at \$1.5 million annually and fully allocating tax revenues for State Transit Assistance funding. RIIF is distributed through the Iowa DOT's Public Transit Infrastructure Grant (PTIG) program and has most recently funded CyRide's roof replacement, bus wash replacement, and three HVAC (heating, ventilation, air conditioning) projects.