

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment of the Agreement, entered into this ___ day of _____, 2016, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **MV TRANSPORTATION, INC.**, a California corporation, whose address is **5910 NORTH CENTRAL EXPRESSWAY, DALLAS, TEXAS 75206**, is made with reference to the following:

RECITALS:

- A. On July 1, 2013, an agreement was entered into by and between City and Service Provider (hereinafter "Agreement").
- B. On July 1, 2014, a first amendment to agreement was entered into by and between City and Service Provider (hereinafter "First Amendment to Agreement").
- C. On July 1, 2015, a second amendment to agreement was entered into by and between City and Service Provider (hereinafter "Second Amendment to Agreement").
- D. On January 11, 2016, a third amendment to agreement was entered into by and between City and Service Provider (hereinafter "Third Amendment to Agreement").
- E. City and Service Provider desire to modify the Agreement to extend the term and contract amount on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

- 1. Page 1, Item No. 1, TERM, Paragraph 1 of the Agreement is modified to add the following:

"The term of this Fourth Amendment to Agreement shall retroactively commence on the 1st day of July, 2016, and shall terminate on the 30th day of June, 2017, unless terminated earlier as set forth herein."

- 2. Page 1, Item No. 2, SERVICES TO BE PERFORMED, of the Agreement is modified to add the following:

"Provider agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. The Provider acknowledges that the work plan included in Exhibit A1 is tentative and does not commit the City to perform all tasks included therein."

3. Page 2, Item No. 3, COMPENSATION TO SERVICE PROVIDER, of the Agreement is modified to add the following:

“Provider shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Exhibit A1 and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from Program 4225287 and Fund 287.

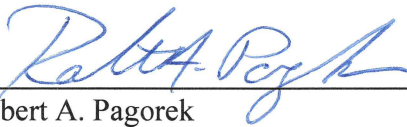
Payment will be made by the City in the following manner: During the first week of each month, Provider shall submit a written estimate of the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule in Exhibit A1 unless mutually agreed upon in writing.


Total Compensation under this Fourth Amendment to Agreement shall not exceed \$85,000. The total compensation for this Agreement is \$301,999.”

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

MV TRANSPORTATION, INC.
A California Corporation

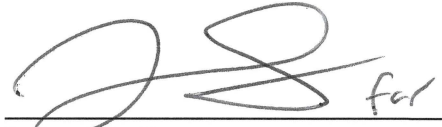

Robert A. Pagorek
Chief Financial Officer


Theodore Navitskas
Associate General Counsel

CITY OF ALAMEDA
A Municipal Corporation


Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL


Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney

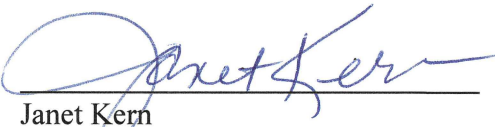

Janet Kern
City Attorney

Exhibit A1: Scope of Work

1. Paratransit Work Scope

Provider agrees to perform the services described in Exhibit A1 - Scope of Work.

2. Program Overview

The Alameda Paratransit Shuttle is designed to provide fixed-route transportation services targeting seniors and individuals with disabilities as described in the Introduction above.

3. Client Eligibility and Hours of Service

The City will develop criteria regarding eligibility to use the Paratransit Shuttle. Provider will provide service only to an eligible passenger, his/her attendants and his/her service animal, where applicable.

The City will open the shuttle to the general public. At City discretion, adjustments may be made to this policy and, if necessary, the Alameda Paratransit Shuttle may revert back to only serving seniors and individuals with disabilities.

The Alameda Paratransit Shuttle will operate three days per week, throughout the year for 21 hours per week, depending on the cost for services and funding availability. Specific days and hours of service may be changed by the City in response to the number of riders using the service or unforeseen changes in Paratransit Program funding availability. Such revisions must be provided to Provider in writing, with at least 14 calendar days' advance notice of such change.

4. Route and Schedule

The service will operate along a route to be determined by the City, located within Alameda and possibly to Oakland. Route revisions will be finalized with input from the Provider regarding the operational needs of the Alameda Paratransit Shuttle service. The fixed route shuttle service will provide limited route deviations and on-demand pick-up/drop-off on a case-by-case basis.

5. Shuttle Stops

Shuttle stop locations will be identified by the City. All improvements and amenities associated with shuttle stops are the responsibility of the City.

6. Service Performance Standards

The Alameda Paratransit Shuttle service will be operated in accordance with the Service Performance Standards described below. The Service Performance Standards may be revised by the City to improve the program or in response to fluctuations in available funding. Such revisions must be provided to Provider in writing, with at least 14 calendar days' advance notice of such change.

On-time performance

- For 90 percent of trips, vehicles should arrive in at established shuttle stops within 10 minutes of the advertised schedule. Vehicles should never depart a shuttle stop prior to the time indicated on the advertised schedule.

Accidents and incidents

- All accidents and incidents, vehicular and non-vehicular or any injury to program participants or employees serving under this Agreement must be reported to the City. All incidents must be reported to the City within 24 hours of the incident or first work day after a weekend or Holiday.
- Written incident reports with investigation results and actions taken are due to City within 7 days of incident.

Response to Customer Complaints

- All verified complaints must be documented in writing with outcome of investigation and actions taken and are due to City within four business days.

Vehicle Appearance

- All vehicles used for the Alameda Paratransit Shuttle must not begin service without first being cleaned to the standards outlined in the scope of work.

Preventative Maintenance Inspections

- Preventive Maintenance Inspections (PMIs) must be completed within 10 percent of scheduled interval (3,000 miles).

Vehicle Inspections and Operations

- A 3rd party mechanic approved by the City must inspect each vehicle used for service and deemed "safe and roadworthy".
- No vehicle shall be used to deliver service that does not have properly operating wheelchair lifts and air conditioning/heating units. If failure of these items occurs during the course of delivering service, the vehicle must be removed from service and remain out of service until needed repairs are completed.

Uniform Requirements

- All drivers must be in a uniform approved by the City, and wear visible identification badges, while on duty.

Submittal of Reports

- The Provider shall provide to the City specified operations or financial reports no later than five business days upon receiving the request for said reports.

Safety Training

- Provider's vehicle operators must complete driver training and attend monthly safety meetings.

City Policies and Procedures

- Provider must follow City written policies and procedures, and ensure that all personnel are aware of policies and procedures as it pertains to their respective areas of responsibility.

7. Administration and System Planning

The City's Paratransit Coordinator (or other authorized City representative) shall be responsible for administering the Paratransit Shuttle Program Agreement and for evaluating Provider performance under this Agreement. Provider shall designate a representative who will serve as the primary contact for correspondence and communication pertaining to this Agreement. The Provider shall maintain a telephone system, email address and fax capability to facilitate communication between the Provider and the City.

Provider will coordinate, manage, and control all administrative and analytical functions to provide safe, efficient, cost-effective services. Provider will develop and maintain all documents and records pertaining to service standards and performance, including vehicle acquisition and maintenance, staff training, financial records, and service utilization data.

It is intended that the City and Provider will work collaboratively to develop solutions to evolving programmatic needs and other challenges. To that end, periodic meetings between the City and representatives from Provider will be scheduled to evaluate performance, identify challenges to performance, and troubleshoot proposed solutions.

8. Client Confidentiality

All client information must be kept confidential by Provider, and must not be used for any purpose other than to provide services under this Agreement.

9. Advertising and Promotion

The City will be primarily responsible for program development and service promotion. The Provider's role in the marketing and customer service shall include:

- Display of signage on all vehicles used to provide service under this contract as specified by the City;
- Cooperate with City's marketing efforts;
- Answer basic questions about the service schedule and route and connections to other Bay Area Transportation;
- Route guides/schedules shall be kept available on all buses.
- Assist in distribution and collection of surveys and other pertinent data as required by the City.

10. Fare Collection

The fixed route Paratransit Program will operate at no cost to eligible riders. In the future, the City may choose to charge passengers for use of the shuttle. In this situation, the Provider will be responsible for fare collection, safe guard and reconciliation. The City will compensate the Provider separately for fare processing costs, if fare collection is required by the City. The City will be responsible for setting the fare amount and all fare revenue must be paid to the City monthly.

11. Adjustments to Service

The City may make adjustments to the service offered during the term of this Agreement. The City expects to work closely with the Provider on such modifications to provide efficient and responsive service. No operational changes that affect trip-scheduling, hours of operation, response time or any other characteristic of the Alameda Paratransit Shuttle service may be made by the Provider without the prior written approval of the City.

The City may at any time, request changes within the general scope of this Agreement. If any such change will cause an anticipated increase in the cost of, or the time required for, the performance or any part of the work under this Agreement, or an anticipated increase or decrease in Provider's annual revenue hours by more than ten percent, the City shall make an

equitable adjustment to Provider's rate and the Agreement will be amended accordingly by written amendment.

12. Financial and Operational Reporting Requirements

Formats for billing and record-keeping may be instituted at the request of either party, provided the parties are mutually agreeable to the format(s). Provider must submit all performance reports and invoices for payment in a timely fashion. Invoices are due on a monthly basis for services provided during the preceding month. Such reporting will include, at least, financial records related to the delivery of services and operating service statistics that will include, but will not be limited to, data required by the Alameda County Transportation Commission. Service Invoices for payment shall contain, at minimum, the number of service hours billed for shuttle service, and the revenue hour reimbursement rate.

13. Daily Report for Shuttle Program

For each day of operation, Provider shall submit a report to the City including the following information:

- Number of riders boarding at each location
- Whether a personal care attendant or companion accompanied a rider on a performed trip
- Whether a rider used a wheelchair
- Whether passengers were turned away due to insufficient seating for ambulatory or wheelchair users.

14. Licensing, Permits, and Certification

The Provider shall maintain all required State and local permits and ensure that all drivers are properly licensed for the service they are providing. Provider must also maintain valid applicable State and local business licenses. The Provider is responsible for all equipment, facilities, personnel and other program elements to operate in conformance with applicable local, state and federal laws.

15. Facilities, Equipment, and Services

Provider will furnish all facilities, equipment, and services required in the operation and management of the Alameda Paratransit Shuttle Service. Provider must supply and maintain a safe and clean operations and maintenance facility to adequately accommodate all operational requirements for the Alameda Paratransit Shuttle Service. City shall be notified at least 30 days in advance of any change of facility location. The City maintains the right to inspect the facility before and during the contract period.

16. Personnel

The Provider is solely responsible for complying with all applicable employment laws, and for hiring, firing and supervising all employees utilized to carry out the services provided under the Alameda Paratransit Shuttle Agreement. Provider will be solely responsible for the satisfactory work performance of all its employees and for payment of all its employees. Provider shall hold harmless the City of Alameda from any liability, damages, claims, costs and expenses of any nature arising from all violations of its personnel practices. The Provider must maintain an up-to-date personnel roster and upon the City's reasonable request, remove

any personnel assigned to the City-funded project. The Provider will submit a staffing plan and the resume of the proposed project manager to the City for prior approval. It is preferred that a single driver be assigned to the Alameda Paratransit Shuttle Service to gain the understanding of needs of the Alameda Paratransit Shuttle Service users.

Project Manager: The Provider must designate and provide the services of a Project Manager. The Project Manager will have overall responsibility for the services delivered under the Agreement. The Project Manager may designate an Operations Manager to oversee the day-to-day service delivery functions. The Project Manager, or a backup staff person with the authority to make decisions, must be available in person or by telephone to make decisions at any time during operational hours. The Project Manager should have a minimum of three years' experience in paratransit management. The Provider must notify the City immediately if the Project Manager is replaced. If it becomes necessary to replace the Project Manager, the Provider must identify a qualified interim Project Manager who will serve until such time that the Project Manager may be permanently replaced.

Customer Service and Dispatch Staff: The City's fixed route program does not use a reservations system; however, Provider must provide sufficient personnel to respond to rider calls and to contact vehicle operators as necessary. Staff must be adequately trained for their tasks; must be sensitive to the special needs of older adults and persons with disabilities; and must exhibit patience and compassion even in the face of occasional abusive or unreasonable behavior exhibited by program participants.

Vehicle Operators: Provider is responsible for verifying and maintaining documentation that all vehicle operators are qualified and appropriately licensed before those drivers are assigned to the City's program(s). Training documentation must include the Provider's safety and training program, and vehicle operators must possess a valid California driver's license of the appropriate classification for the type of vehicle to be driven, as well as any other licenses or certifications required by applicable federal, state, or local regulations.

Provider must also comply with all enforceable requirements of the Drug Free Work Place Act of 1988 and U.S. Department of Transportation drug testing regulations. The Provider must verify to the City, upon request, that all drivers have received and passed the training required in this Agreement. The Provider must also participate in and be responsive to information and updates provided through the California Department of Motor Vehicles' Pull Notice Program (Sect. 1808.1 CVC). Provider shall notify the City of any action taken against any City of Alameda Paratransit Shuttle driver based on his/her record.

The Provider will be responsible to comply with all requirements of the Federal Transit Administration (FTA) regarding the testing of safety sensitive employees for drug and alcohol use. Complete compliance includes, but is not limited to, the adoption of required policies, implementation of a random testing program, employee training, record keeping and reporting. The Provider will maintain a file documenting full compliance and the City shall reserve the right to access this file and audit Provider compliance. The cost of compliance is the responsibility of the Provider.

Before hiring or assigning a driver, the Provider will have completed a criminal background check on the individual. This check will be conducted through the Provider's background check process and shall also include a background check using "Live Scan" or equivalent service provider using the California Department of Justice database. No person who has been convicted of any felony or a misdemeanor for a crime against a person (including but not limited to murder, attempted murder, assault, sexual assault, or battery) shall be assigned to service or deliver service under this contract. As used in this paragraph, "convicted" includes a jury verdict, a determination of guilt after a trial by judge, a guilty plea or a plea of nolo contendere or no contest. The Provider, to the best of their knowledge, will notify the City of any such charges brought after a driver is employed. If the City desires a national or FBI background check, Provider will submit fingerprint cards to the City's police department, who will conduct the background check. Should a national or FBI background check request by the City, to be conducted by the City's police department, incur an anticipated cost to the Provider for an item that is above and beyond the production of fingerprint cards, the Provider may recuperate the cost from the City by submitting the backup paperwork for the incurred costs.

No driver assigned to the Alameda Paratransit Shuttle service shall have had a conviction for DWI or DUI. No driver shall be employed or assigned a bus shift who has had more than five points against their driver's license within the past three years or has received six or more substantiated service complaints.

Drivers must be licensed for a minimum of three years; be able to read, write, speak, and understand English.

Drivers shall be required by Provider to wear uniforms and identification badges that are approved by the City. Drivers will at all times maintain proper grooming and personal hygiene. All drivers must have accurate timepieces available at all times during vehicle operation.

Drivers shall at all times bear in mind that safety is of utmost importance.

Vehicle operators must get out of their vehicles whenever clients are boarding or disembarking the vehicle to offer and provide assistance to passengers when necessary to help them safely get from their doorway, into and out of the vehicle, and to negotiate stairs, ramps, inclines, doors and other obstacles that may be in their way as they approach the doorway of their destination. When requested, drivers will carry up to five bags of groceries, or a folding shopping cart or similarly sized packages to or from the vehicle. Additional special assistance may be required of the driver dependent upon riders' respective disabilities.

Vehicle operators will provide assistance to passengers who require assistance in securing their seat belts and will ensure that wheelchairs and other mobility devices are properly secured on the vehicle.

Drivers are not permitted to enter a passenger's home, nor shall drivers lift or carry a passenger. Passengers unable to walk independently must be able to use the necessary assistive devices independently (driver assistance may be provided) to enable him/her to get to and from the

vehicle. If a passenger requires assistance that exceeds the limitations described above, it is the passenger's responsibility to arrange for that assistance from someone other than the driver, i.e., from a personal attendant or other person. If, in the driver's opinion, a situation presents a potential safety hazard, either to the passenger, the driver or to another party, the driver is required to contact dispatch and a determination will be made in consultation with Provider management staff whether to refuse to assist or transport the passenger. In this instance, an incident report should be completed and filed in accordance with the Provider's Standard Operating Procedures, with a copy submitted to the City.

Drivers shall conduct self and operate assigned vehicles in a safe, professional and courteous manner at all times. To that end, the Provider shall employ a proven driver incentive program to reward excellent driver performance.

Maintenance Manager, Mechanics and Vehicle Service Workers: Provider's Maintenance Manager will ensure that maintenance tasks, including preventative maintenance, vehicle cleaning/detailing activities, vehicle repair scheduling and completion, and maintenance tracking, are performed to standards set by the City and applicable regulatory agencies. Provider will employ qualified Mechanics who will maintain and repair vehicles and Vehicle Service Workers who will be responsible for cleaning and fueling service vehicles.

Road Supervisors: Provider's Road Supervisors will respond to specific issues and incidents that occur while the vehicles are away from the facility. In the event of an accident, Provider's Road Supervisor will immediately report to the scene to coordinate the safe transfer of passengers if the vehicle is damaged and ensure that mandated drug and alcohol testing is performed. Additionally, Road Supervisors will conduct routine fieldwork to review and evaluate driver safety, overall performance, provide ongoing driver training and monitor schedule adherence.

Vehicle Dispatching and Telephone Systems: Provider shall be responsible for all scheduling, dispatching and transportation functions. Provider must maintain the capacity to receive and provide information and other correspondence by telephone, emails or fax. The telephone system utilized must provide a means for the caller to leave a message and indicate the timeframe within which the call will be returned. Provider's staff will check the voice mail messages frequently throughout each day to ensure that calls are returned in a timely manner. Regularly assigned drivers and dispatch staff, including trained back-up personnel, must be available to ensure consistent and reliable service in all aspects of program operation. Similarly, an optimum number of vehicles must be in use to ensure that "Service Performance Standards" are met, while minimizing excess and duplication whenever possible.

The Provider is responsible for the maintenance of all communication systems required in the operation of this service.

17. Vehicles and Vehicle Maintenance

Provider agrees that vehicles that are used to provide general public taxi service may not be used to fulfill this Agreement. At any time, should the City desire, the City may request additional inspections of any vehicles used to provide the service to be conducted by a qualified

third party mechanic, certified by the California State Bureau of Automotive Repair (BAR). The City will be responsible for the cost of these additional inspections.

The Provider agrees to provide a minimum of two vehicles under this Agreement. Provider will make no substitution of equipment without the prior written approval of the City. Any agreed upon changes to the vehicle fleet must meet the City's Paratransit Program's inspection and maintenance requirements.

The Provider must provide to the City, upon request, a detailed description of the vehicles that are used to provide service under the agreement including: current condition, year, make, model, mileage, number of seats and number of wheelchair tie-downs. All vehicles must meet the following general requirements:

- All service vehicles must be lift-equipped, with proper tie-down equipment, including regular seatbelts, to safely secure all passengers.
- Service vehicle must be younger than 8 years old, with original odometer readings of less than 150,000 miles.
- All vehicles must run on gasoline or cleaner fuels, as required by the California Air Resources Board. The City prefers compressed natural gas vehicle or cleaner vehicle.
- The City prefers a low-floor shuttle.
- All vehicles must provide effective air conditioning and heating systems.
- All vehicles must be equipped with two-way radios or cell phones, which afford contact with the vehicle during all hours of operation.
- All vehicles must be identified with Measure B funding and other program signage.
- All vehicles must be equipped with first aid kits, fire extinguisher, warning flares/triangles.
- Vehicles must be free of all advertising material not specifically authorized by the City.

The Provider will pay for the initial and quarterly safety inspections of each vehicle on the City's approved fleet list. If any vehicle from the approved list provided to the City is replaced prior to a scheduled quarterly inspection, the Provider shall be responsible for the payment of the inspection of said replacement vehicles. The Provider will be responsible for all costs associated with repairs and subsequent inspections that are required to make any vehicle pass the safety inspection. No vehicle shall be used to provide service under this agreement that has not passed the City's safety inspection standards, unless otherwise authorized by the City in writing.

The Provider is responsible for the provision, operation, maintenance and repair of all of the vehicles used to provide services under this agreement. Provider's preventive maintenance program must be, at minimum, in accordance with the manufacturer's maintenance guidelines and schedules. The Provider's preventive maintenance program shall be approved by the City, and occur every 3,000 miles or ninety days, whichever occurs first. The Provider shall provide a signed work order for each service performed. Completed work orders should be retained by the Provider for two years after the disposal of the vehicles, and made available to the City upon request.

Every vehicle operated by the Provider for this agreement, which is subject to Section 34500 of the California Vehicle Code, must comply with said Code. This requires the operator to

enroll in the California Highway Patrol Biennial Inspection of Terminal (B.I.T.) Program. The Provider shall supply proof of compliance with the B.I.T. Program for all applicable vehicles and copies of inspections shall be submitted to the City upon completion. Complete information on the B.I.T. program can be obtained by contacting: California Highway Patrol, Golden Gate Division, Motor Carrier Safety Unit, 1 (707) 648-4180.

All vehicles used to provide service under the Alameda Paratransit Shuttle Agreement that are not subject to Section 34500 of the California Vehicle Code, must undergo quarterly inspections by a third party certified mechanic approved by the City. These inspections will be conducted to verify the safety and condition of each vehicle. Service documentation will be provided to the City upon request. The Provider will cover the costs for these quarterly inspections and will be responsible for the cost of any and all required repairs and inspection of vehicles.

The Provider shall retain daily vehicle condition inspection reports (13CCR, 1215C or approved equivalent) for up to two years and make them available to the City upon request. The Provider will be required to use a written safety checklist on a daily basis for each vehicle prior to using that vehicle for service. These shall be made available to the City upon request. In addition, the Provider will thoroughly clean the exterior and interior of each vehicle at least every seven days, and more frequently when needed, to maintain a clean appearance while in service.

Provider's vehicle operators will conduct and record daily pre-trip and post-trip inspections on all vehicles used in conjunction with the agreement.

The Provider will inspect and cycle wheelchair lifts daily and at preventive maintenance intervals to ensure that lifts are in good working condition at all times. Provider will pull vehicle from service if lift fails during daily inspection or while in service. Provider will repair non-operable lifts and ensure that vehicles are not returned to service until the lift is properly functioning.

Within 14 days of execution of this Agreement, Provider shall submit for City approval the vehicle cleaning schedule to be used during the term of this Agreement. The Provider shall retain daily vehicle condition inspection reports, in a form acceptable to the City, for up to two years and make them available to the City upon request.

The Provider will have all vehicle repairs, defects, or discrepancies, as identified in unsatisfactory quarterly or daily inspections, preventive maintenance inspections, or any additional inspections requested by the City, corrected and documented as corrected before vehicles are returned to service. All documentation related to safety inspections and repairs must be kept on file by the Provider for each vehicle and retained for two years. A legible copy of the last vehicle inspection report shall be carried on the vehicle. All documentation pertaining to vehicles' condition will be made available to the City upon request.

If vehicles are not maintained in a satisfactory manner, the City may require the Provider to implement a plan, at Provider's cost, for using an auto repair vendor that is unaffiliated with

the Provider. This vendor would be responsible for maintaining and repairing all vehicles used to deliver service under the City's Paratransit Program.

If the Provider receives an unsatisfactory rating/report from the California Highway Patrol (CHP), or from certified mechanic approved by the City, the Provider must immediately inform the City and document the steps to be taken to restore the vehicle(s) to safe operating condition.

Provider may propose to use alternative vehicles (provided they meet the City's standards under this Agreement) to reduce costs and achieve economies of scale.

18. Safety and Training Program

The Provider is responsible for the safety of all passengers and operations personnel. The Provider must comply with all applicable local, state, and federal regulations. The Provider shall develop and implement a formal safety and training program for all Provider staff. Training curriculum and protocols, including all updates, will be subject to final approval and amendment by the City. Documentation that all vehicle operators and other pertinent personnel have undergone and passed the City-approved safety and training program must be maintained and provided to the City upon request. The safety program may include use of video monitoring in vehicles.

The scope of training for Provider staff assigned to the Alameda Paratransit Shuttle will include, but not be limited to, good customer relations and basic customer service philosophy, an understanding of the Alameda Paratransit Shuttle operating procedures and service policies, data recording, and management reporting requirements as well as specific job responsibilities and procedures.

Drivers must be fully trained in defensive driving and vehicle handling and in the special skills required to provide transportation to older adults and persons with disabilities. Drivers will require eight hours minimum National Safety Council Defensive Driving Course or equivalent.

Drivers will need to know how to properly assist passengers in wheelchairs going up and down curbs or stairs, and with boarding and alighting from vehicles as well as with tie-downs.

Drivers must also be familiar with the proper use of seat belts, wheelchair tie-downs, First Aid, and CPR.

Drivers are required to have a minimum of 12 hours of in-service driving instruction with a qualified driver trainer. This training will be designed to familiarize the driver with: the service area road network; how to read and understand the schedule and manifest in the field; the location and approach to the designated bus stops; the organization of pick-ups and drop-offs; key trip origins and destinations; and safe operating procedures.

The Provider must evaluate each driver's individual skill every six months.

The Provider must verify to the City, upon request, that all drivers have received and passed the training required in this Agreement.

19. Accident, Emergency, and Incident Procedures

Provider assumes all liability for accidents, worker compensation claims, etc., including defined costs, and damages arising from the performance of the Alameda Paratransit Shuttle Agreement. Further, assessments may be levied in accordance with the "Service Performance Standards," as indicated.

The Provider is required to have an accident and emergency notification program that keeps the City notified of accidents or emergencies and the progress of claims that will assure the City that claims are promptly and fairly handled. At the minimum, all emergencies and accidents, both vehicular and non-vehicular, and any injury of any degree to program participants must be reported orally to the City as soon as the situation is stabilized, but no later than 24 hours after the occurrence of the incident. All oral reports must be followed by a written report within 48 hours of the initial report. The Provider assumes all liability for accidents, worker compensation claims, etc., including defined costs, and damages arising from the performance of the Agreement.

If, at any time, a situation presents a potential safety hazard, the driver is required to immediately consult with supervisory staff to decide whether to refuse to assist or transport the passenger. In such instances, an incident report should be completed and filed in accordance with the Provider's Standard Operating Procedures, with a copy submitted to the City.

In the event of injury, accident or other emergency on board a vehicle, the driver shall follow Provider's established policies, immediately report the incident to the dispatcher, and request direction and assistance, as necessary. Incident Reports shall be retained on file, including police reports, and shall be submitted to the City.

Each driver who causes a preventable accident must undergo retraining as soon as possible following the accident. Drivers will not be placed back into service until the investigation is completed and retraining is successfully completed.

20. Data Collection and Reporting

The Provider will collect and maintain all operating and performance data required by the City. All reports or background data will be certified by the Provider to be accurate. The Provider shall collect and maintain completed daily driver manifests and dispatch logs. This will provide the base data for the monthly and annual performance and operating reports. The Provider will maintain a set of completed, readable driver manifests and dispatch logs for a period of three years, and upon request be made available to the City for planning and auditing purposes.

21. Fleet Requirements

The Provider will provide sufficient spare capacity to ensure there are no service disruptions due to vehicle breakdowns or accidents. The Provider will provide appropriate replacement vehicles within 60 minutes of a service disruption resulting from a vehicle breakdown or accident.

22. Indemnification

The Provider must agree to hold harmless, indemnify, and to defend the City and its officers, employees, agents, and volunteers from any and all claims for injury or damage of whatever type brought by or on behalf of any third party, including, but not limited to, Providers officers, employees, agents, and volunteers arising from or connected with any acts or omissions in the performance of this agreement by Provider and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto, except from any such claim arising solely out of negligent acts or omissions attributable to the City or its officers, employees, agents, and volunteers.

23. Insurance and Business Licenses

Provider must comply with all the insurance requirements as described in this Agreement. Documentation must be provided to verify that adequate insurance is in place for the duration of this Agreement. Provider must acquire a license to operate a business in the City of Alameda and meet all associated requirements.

24. Service Monitoring Procedures

The City will monitor and evaluate the Paratransit Program on an ongoing basis. Provider agrees to provide City with any and all records the City considers to be necessary to evaluate service delivery, including trip manifests, road supervisor field reports, pre- and post-trip inspection reports, and vehicle maintenance records. Provider will monitor routes for effectiveness, on-time performance, and productivity. Acceptance of substandard performance (i.e., service that does not meet the terms of this Agreement) does not waive the City's rights to obtain redress for substandard performance.

25. Client Complaints

Program participants and/or community members may direct service complaints to the City or the Provider, and all complaints shall be documented. The City will investigate complaints within 48 hours of receipt. Complaints received by the City will be forwarded to the Provider promptly, within one business day. Provider will provide prompt response to any remedial action suggested or required by the City. Provider will take employee disciplinary action, as appropriate, in accordance with its personnel policies.

26. Field Inspections

The City retains the right to make unannounced field inspections or conduct riders' surveys, and City staff may accompany drivers in order to monitor and evaluate performance.

Provider's Road Supervisors will conduct and record random spot checks on drivers in the field in order to monitor on-time performance, securement of mobility devices, proper loading and unloading of passengers, and overall driver performance. Provider will maintain these Field Inspection Reports for the duration of the contract and for 2 years thereafter.

27. Budget

Total compensation under this contract shall not exceed \$85,000, which includes a proposed hourly rate of \$69.31.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff, Seibels & Williams of Oregon
1800 SW First Avenue, Suite 400
Portland, OR 97201

CONTACT NAME:

PHONE (A/C, No, Ext): 503-943-6621

FAX (A/C, No): 503-943-6622

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :ACE American Insurance Company

22667

INSURER B :Indemnity Insurance Company of North America

43575

INSURER C :ACE Fire Underwriters Insurance Company

20702

INSURER D :

INSURER E :

INSURER F :

INSURED
MV Transportation, Inc. and subsidiaries
2024 College Street
Elk Horn, IA 51531

COVERAGES

CERTIFICATE NUMBER:TKS3B2SK

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G27404844	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Excess of SIR			XSA H09040420	02/01/2016	02/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WLR C48601054 (AOS) WLR C48601066 (AZ, MA) WCU C4860108A (CA, OH, WA) SCF C48601078 (WI)	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City, its City Council, boards and commissions, officers and employees are named as an Additional Insured as respects the operations of the Named Insured with respects to General and Auto Liability coverage as required by written and signed contract subject to policy terms, conditions, limits and exclusions.
Waiver of subrogation applies where required by written contract.

CERTIFICATE HOLDER

City of Alameda
Public Works Department
Attn: Risk Manager
950 West Mall Square, Room 110
Alameda, CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADDITIONAL INSURED ENDORSEMENT

Named Insured MV Transportation Inc. ✓			Endorsement Number 6
Policy Symbol XSA	Policy Number H09040420	Policy Period 02/01/2016 to 02/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

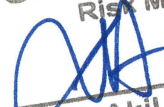
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS BUSINESS AUTO COVERAGE FORM ✓
EXCESS TRUCKERS COVERAGE FORM

1. **WHO IS AN INSURED** (Section II) is amended to include any person(s) or organization(s) for whom you have agreed in a written contract to provide insurance but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in such contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide, or
 - b. The limits of insurance of this policywhichever is less.

CITY OF ALAMEDA
Risk Management

Date 8-11-16
Lucretia Akil, City Risk Manager

POLICY NUMBER: HDO G27404844 ✓

Endorsement Number: 22

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:


COMMERCIAL GENERAL LIABILITY COVERAGE PART ✓

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

CITY OF ALAMEDA
Risk Management

Date 8-11-16
Lucretia Akil, City Risk Manager

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured MV Transportation Inc.			Endorsement Number 20
Policy Symbol HDO	Policy Number G27404844	Policy Period 02/01/2016 to 02/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule


Organization

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

CITY OF ALAMEDA
Risk Management

Date 8-11-16
Lucretia Akin, City Risk Manager