

Services Provider Agreement

THIS AGREEMENT, entered into this 1st day of July, 2013, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and MV TRANSPORTATION, INC., a California corporation, whose address is 2024 COLLEGE STREET, ELK HORN, IOWA 51531, hereinafter referred to as the Provider, in reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Provider is specially trained, experienced and competent to perform the special services that will be required by this Agreement.

C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Provider desire to enter into an agreement for Fixed Route Shuttle Service, in accordance with the Request for Proposal including all exhibits and supports, filed in the office of the City Clerk on April 21, 2013, which is incorporated herein by reference.

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

1. **TERM:**

The term of this Agreement shall commence on the 1st day of July 2013, and shall terminate on the 30th day of June 2014, unless terminated earlier as set forth herein.

This contract may be mutually amended on a year-by-year basis, to add up to three additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this contract. The Public Works Director may submit written notice that the contract is to be extended at the same terms and costs as the existing contract.

2. **SERVICES TO BE PERFORMED:**

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 A is tentative and does not commit the City to perform all tasks included therein.

3. **COMPENSATION TO PROVIDER:**

Provider shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Exhibit A 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 A unless mutually agreed upon in writing.

Total compensation under this contract shall not exceed \$71,000.

4. **TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement. The Provider shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subProviders due to such causes; provided that the Provider shall, within one day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. **STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

City and Provider intend that the relationship between them created by this Agreement is that of employer-independent Provider. The manner and means of conducting the work are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Provider. Payments of the above items, if required, are the responsibility of Provider.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify and hold City harmless

from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Provider shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, and employees ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Provider shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, "Attention: Risk Manager." It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Provider shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily injury: \$2,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence
 or
Combined Single Limit: \$2,000,000 each occurrence

B. **SUBROGATION WAIVER:**

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. **PROHIBITION AGAINST TRANSFERS:**

Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Provider from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Provider.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

12. **PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License, that may be required in connection with the performance of services hereunder.

13. **REPORTS:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

No report, information nor other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval by City.

Provider shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

14. **RECORDS:**

Provider shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Provider shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting

documents, shall be kept separate from other documents and records and shall be maintained for a period of three years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Provider shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

15. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Attention: Gail Payne, Transportation Coordinator
Ph: (510) 747-7930 / Fax: (510) 769-6030

All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

MV Transportation, Inc.
2024 College Street
Elk Horn, Iowa 51531
Attention: Mr. Daniel Lee, Director of Contracts Administration
Ph: (712) 764-3779 / Fax: (712) 764-3842
Email: dlee@mvtransit.com

16. **LAWS TO BE OBSERVED.**

The Provider shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

17. **SAFETY:**

The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including safety of all persons and property during performance of the services under this AGREEMENT. This requirement will apply continuously and not be

limited to normal working hours. Safety provisions will conform to U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the AGREEMENT. Where any of these are in conflict, the more stringent requirement will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a Police Report.

18. **TERMINATION:**

In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Provider written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

19. **COMPLIANCES:**

Provider shall comply with all laws, state or federal and all ordinances, rules and regulations enacted or issued by City.

20. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

21. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be

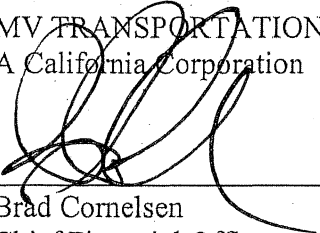
held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

22. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

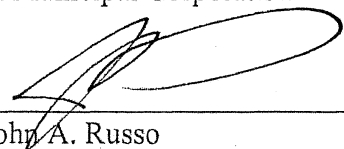
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

MV TRANSPORTATION, INC.
A California Corporation




Brad Cornelsen
Chief Financial Officer

CITY OF ALAMEDA
A Municipal Corporation

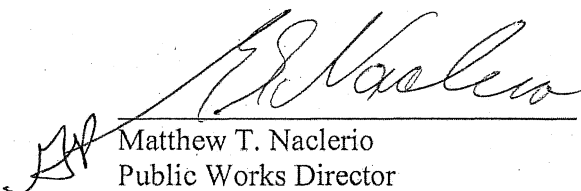


John A. Russo
City Manager



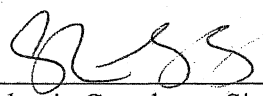
Dan Lee
Director of Contracts Administration

RECOMMENDED FOR APPROVAL



Matthew T. Naclerio
Public Works Director

APPROVED AS TO FORM:
City Attorney



Stephanie Garrabrant-Sierra
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF:

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SAMPLE SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF:

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

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IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99

Page 1 of 1

Exhibit A: Scope of Work

1. Paratransit Work Scope

Provider agrees to perform the services described in Exhibit A - 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 may open the shuttle to the general public. If this were to happen, it is likely that the City would permit the public to use the shuttle on a one year trial basis. 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 recoup 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 \$71,000, which includes a proposed hourly rate of \$66.65.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2013

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:

INSURER D:

INSURER E:

INSURER F:

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

COVERAGES

CERTIFICATE NUMBER: 436PRNJV

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDO G27016236	02/01/2013	02/01/2014	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	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 H08713923	02/01/2013	02/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	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 C47129825 (AOS) WLR C47129837 (CA & MA) WCU C47129849 (OH & WA) SCF C47129850 (WI)	02/01/2013	02/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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.

CITY OF ALAMEDA

Risk Management

CERTIFICATE HOLDER

Date

CANCELLATION

Lucretia Akil, City Risk Manager

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

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 1
Policy Symbol XSA	Policy Number H08713923	Policy Period 02/01/2013 to 02/01/2014 ✓	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.

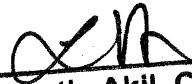
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 policy
- whichever is less.

CITY OF ALAMEDA
Risk Management

 Date 5-29-13
Lucretia Akil, City Risk Manager

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this 1st day of July, 2014, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") 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. 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 First Amendment to Agreement shall commence on the 1st day of July, 2014, and shall terminate on the 30th day of June, 2015, unless terminated earlier as set forth herein."

2. Page 1, Item 2, SERVICES TO BE PERFORMED, paragraph two 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, Paragraph 2 and 3 of the Agreement is modified to add the following:

"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 First Amendment to Agreement shall not exceed \$71,000."

4. Page 6, Item No. 15, NOTICES, Paragraph 3 of the Agreement is modified to add the following:

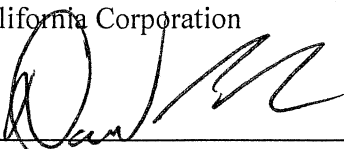
All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

MV Transportation, Inc.
5910 North Central Expressway
Dallas, Texas 75206
Attention: Office of the General Counsel
Ph: (972) 391-4600 / Fax: (972) 391-4779
Email: patricia.mcardle@mvtransit.com

5. 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

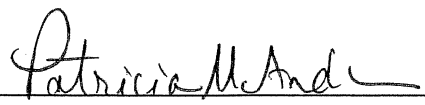


David B. Brown
Interim Chief Financial Officer

CITY OF ALAMEDA
A Municipal Corporation

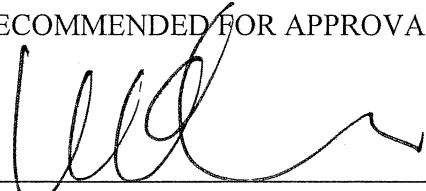


John A. Russo
City Manager



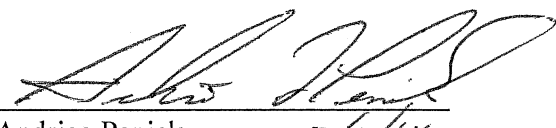
Patricia McArdle
Associate General Counsel

RECOMMENDED FOR APPROVAL



Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney



Andrico Penick
Assistant 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 may open the shuttle to the general public. If this were to happen, it is likely that the City would permit the public to use the shuttle on a one year trial basis. 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 \$71,000, which includes a proposed hourly rate of \$66.65.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2014

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 :

INSURER D :

INSURER E :

INSURER F :

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

COVERAGES

CERTIFICATE NUMBER:4A87EPYR

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		HDO G27330423	02/01/2014	02/01/2015	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	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 H08818848	02/01/2014	02/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WLR C47878226 (AOS) WLR C47878238 (AZ, CA, MA) WCU C47878251 (OH & WA) SCF C4787824A (WI)	02/01/2014	02/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						\$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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.

CITY OF ALAMEDA

Risk Management

CERTIFICATE HOLDER

CANCELLATION

Date

Lucretia Akil, City Risk Manager

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

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

R. J. Akil

Endorsement Number: 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SCHEDULE

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:

- CITY OF ALAMEDA**
Risk Management

CG 20 26 07 04

ADDITIONAL INSURED ENDORSEMENT

Named Insured MV Transportation, Inc.			Endorsement Number 1
Policy Symbol XSA	Policy Number H08818848	Policy Period 02/01/2014 to 02/01/2015	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.

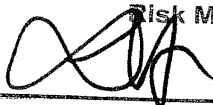
This endorsement modifies insurance provided under the following:

**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 7-8-14

Lucretia Akil, City Risk Manager

Workers' Compensation and Employers' Liability Policy

Named Insured MV TRANSPORTATION, INC. 2024 COLLEGE STREET ELK HORN IA 51531	Endorsement Number
Policy Period 02-01-2014 TO 02-01-2015	Policy Number Symbol: WLR Number: C47878238 Effective Date of Endorsement 02-01-2014
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY <small>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.</small>	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.


You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. () Specific Waiver
 Name of person or organization:

(X) Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

CITY OF ALAMEDA
 Risk Management

 Date 7-8-14
 Lucretia Akil, City Risk Manager

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium : \$0



Authorized Agent

ORIGINAL

SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this 1st day of July, 2015, 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. 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 Second Amendment to Agreement shall commence on the 1st day of July, 2015, and shall terminate on the 31st day of December, 2015, unless terminated earlier as set forth herein."

- 2. Page 1, Item 2, SERVICES TO BE PERFORMED, paragraph two 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 A2 is tentative and does not commit the City to perform all tasks included therein."

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

"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

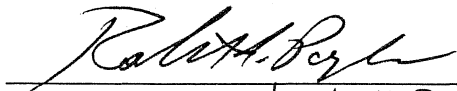
the previous month. Pricing and accounting of charges are to be according to the fee schedule in Exhibit A2 unless mutually agreed upon in writing.”

“Total Compensation under this Second Amendment to Agreement shall not exceed \$35,500.”

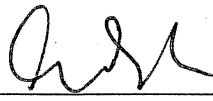
4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.


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



~~David B. Brown~~ Robert A. Pagorek
~~Interim~~ Chief Financial Officer

CITY OF ALAMEDA
A Municipal Corporation


Elizabeth D. Warmerdam
Interim City Manager


~~Patricia McArdle~~ Kevin A. Klika
~~Associate General Counsel~~
Chief Operating Officer

RECOMMENDED FOR APPROVAL


Liam Garland
Acting Public Works Director

APPROVED AS TO FORM:
City Attorney

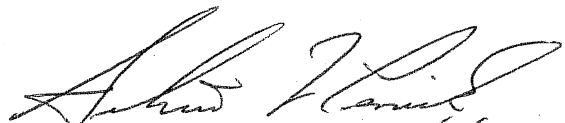

Andrico Penick 7/6/15
Assistant City Attorney

Exhibit A2: Scope of Work

1. Paratransit Work Scope

Provider agrees to perform the services described in Exhibit A2 - 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 may open the shuttle to the general public. If this were to happen, it is likely that the City would permit the public to use the shuttle on a one year trial basis. 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 recoup 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 \$35,500, which includes a proposed hourly rate of \$66.65.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2015

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

COVERAGES**CERTIFICATE NUMBER:** LK98UDXQ**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G27391461	02/01/2015	02/01/2016	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Excess of SIR <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			XSA H08852996	02/01/2015	02/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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 C48146302 (AOS) WLR C48146314 (AZ, MA) WCU C48146338 (CA, OH, WA) SCF C48146326 (WI)	02/01/2015	02/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. 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.

CITY OF ALAMEDA
Risk Management

Date

7-2-15

CERTIFICATE HOLDER**CANCELLATION**

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

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

POLICY NUMBER: HDO G27391461 ✓

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 7-2-15
Lucretia Akil, City Risk Manager

ADDITIONAL INSURED ENDORSEMENT

Named Insured MV Transportation Inc.			Endorsement Number 4
Policy Symbol XSA	Policy Number H08852996	Policy Period 02/01/2015 to 02/01/2016 ✓	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

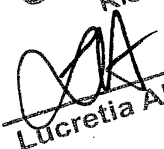
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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 7-2-15
Lucretia Akil, City Risk Manager

RECOVERY FROM OTHERS

Named Insured MV Transportation, Inc.			Endorsement Number 16
Policy Symbol WCU	Policy Number C48146338	Policy Period 02/01/2015 to 02/01/2016	Effective Date of Endorsement 02/01/2015
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:


Specific Excess Workers Compensation and Employer's Liability Policy

Solely with respect to a written contract with the organization named in the Schedule below, the final paragraph of **I. Recovery From Others in PART SIX - CONDITIONS** is deleted and replaced with the following:

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss and only for the organization named in the Schedule below.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

CITY OF ALAMEDA
Risk Management

Date 7-2-15
Lucretia Akil, City Risk Manager

This endorsement does not apply to policies in Missouri where the employer is in the construction group of classifications.

PE

ORIGINAL

THIRD AMENDMENT TO AGREEMENT

This Third Amendment of the Agreement, entered into this 11th day of January, 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. 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 Third Amendment to Agreement shall commence on the 1st day of January, 2016, and shall terminate on the 30th day of June, 2016, unless terminated earlier as set forth herein."

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

"Total Compensation under this Third Amendment to Agreement shall not exceed \$39,499."


- 3. 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

CITY OF ALAMEDA
A Municipal Corporation

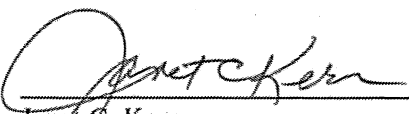

Elizabeth D. Warmerdam
Interim City Manager


Kevin A. Klika
Chief Operating Officer

RECOMMENDED FOR APPROVAL


Liam Garland
Acting Public Works Director

APPROVED AS TO FORM:
City Attorney


Janet C. Kern
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/27/2015

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:

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

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:		

COVERAGES

CERTIFICATE NUMBER: LK98UDXQ

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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		HDO G27391461	02/01/2015	02/01/2016	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS Excess of SIR		XSA H08852996	02/01/2015	02/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				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 C48146302 (AOS) WLR C48146314 (AZ, MA) WCU C48146338 (CA, OH, WA) SCF C48146326 (WI)	02/01/2015	02/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

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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.

CITY OF ALAMEDA
Risk Management

[Signature]
Date 7-2-15
Lucretia Akil, City Risk Manager

CERTIFICATE HOLDER

CANCELLATION

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

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

[Signature]

POLICY NUMBER: HDO G27391461 ✓

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.

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- 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 7-2-15
Lucretia Akil, City Risk Manager

ADDITIONAL INSURED ENDORSEMENT

Named Insured MV Transportation Inc.			Endorsement Number 4
Policy Symbol XSA	Policy Number H08852996	Policy Period 02/01/2015 to 02/01/2016 ✓	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.

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EXCESS TRUCKERS COVERAGE FORM

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 - 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 7-2-15
Lucretia Akil, City Risk Manager

RECOVERY FROM OTHERS

Named Insured MV Transportation, Inc.			Endorsement Number 16
Policy Symbol WCU	Policy Number C48146338	Policy Period 02/01/2015 to 02/01/2016	Effective Date of Endorsement 02/01/2015
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:


Specific Excess Workers Compensation and Employer's Liability Policy

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In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss and only for the organization named in the Schedule below.

SCHEDULE

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CITY OF ALAMEDA
Risk Management

Date 7-2-15
Lucretia Akil, City Risk Manager

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