



Agreement between
Lake Transit Authority and
Paratransit Services, Inc.

For Management, Operations
and Maintenance Services

May 2017 - June 2020

Contract No. 71720

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AGREEMENT
LAKE TRANSIT SYSTEM
MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES

This AGREEMENT for management of the Lake Transit System, hereinafter referred to as "LAKE TRANSIT" is made and entered into this 28th day of April 2017 by and between the Lake Transit Authority, hereinafter referred to as "LTA" and Paratransit Services, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the LTA has determined that it requires management, operations and maintenance services for its LAKE TRANSIT public transit system; and

WHEREAS, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. COMPLETE AGREEMENT

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the LTA and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. LTA's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of LTA's right to such performance by CONTRACTOR.

2. LTA DESIGNEE

The TRANSIT MANAGER of LTA or his/her DESIGNEE, shall have the authority to act for and exercise any of the rights of LTA as set forth in the herein AGREEMENT, subsequent to the authorization by the Board of Directors of LTA.

3. EMPLOYMENT OF THE CONTRACTOR

LTA hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services, hereinafter described in connection with the management, operation and maintenance of the LAKE TRANSIT public transit system.

4. INDEPENDENT CONTRACTOR

CONTRACTOR'S relationship to LTA in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of LTA. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the LTA.

5. SCOPE OF WORK

Subject only to the general policies and direction of the LTA with regard to LAKE TRANSIT public transit system management, operations and maintenance, and to the provisions and requirements of this AGREEMENT, CONTRACTOR shall, upon receiving LTA's notice to proceed, do all things necessary to supervise, operate and maintain the

LAKE TRANSIT public transit system, including but not limited to providing project management; day-to-day operation of LAKE TRANSIT vehicles; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics and other maintenance and repair personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for LAKE TRANSIT vehicles; assisting in public relations and promotions; preparation of reports and analyses of financial and other matters; clerical, statistical, and bookkeeping services; providing all vehicle operators with uniforms; providing equipment, parts and supplies required in the operation of the LAKE TRANSIT public transit system unless specifically identified to be contributed by LTA; cleaning and maintenance of specified LTA facilities, including the Lamkin-Sanchez Transit Operations Facility and bus stop facilities; and such other work as may be necessary in connection with the operation of the LAKE TRANSIT public transit system in accordance with EXHIBIT "B" - SCOPE OF WORK attached hereto.

6. CHANGES IN SCOPE OF WORK

It is understood and agreed by LTA and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of LAKE TRANSIT public transit system operations.

6.1 Amendment

In each such instance, LTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT. Each amendment will be identified and sequentially numbered as "Amendment NO. 1" and so forth, shall be subject to all of the other

applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT "C", entitled "APPROVED AMENDMENTS - LTA AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

6.2 Minor Changes

Notwithstanding the above, LTA without invalidating the AGREEMENT may from time to time order minor changes in the scope and/or extent of LAKE TRANSIT public transit system operations involving routes, service area boundaries, schedules, operating hours, bus stop locations, and so forth to respond to demand, special events and other occurrences without requiring an amendment pursuant to this ARTICLE, provided that such changes do not result in a change in the number of annual vehicle revenue hours of more than fifteen percent (15%). Such changes shall be made by written sequentially numbered change order.

7. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the LTA and the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and the COUNTY OF LAKE, and all their officers, agents, employees, volunteers and assigns, from any and all claims, demands, damages, costs, expenses, judgments, and liability, including attorneys fees and other costs of defense incurred by LTA and/or the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and the COUNTY OF LAKE, whether for damage to or loss of property, or injury to or death of person, including properties of LTA and the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and the COUNTY OF LAKE, and injury to or death of any of LTA, CITY OF CLEARLAKE, CITY OF LAKEPORT, or COUNTY OF LAKE officers, employees, volunteers, agents and assigns, arising out of or alleging to arise out of, or resulting from or in any way connected with this contract or attempted performance of the provisions hereof, unless such damage, loss, injury or death is caused solely by the

negligence of LTA, the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and/or the COUNTY OF LAKE.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

8. INSURANCE; BONDS; PERFORMANCE GUARANTEE

8.1 Insurance

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

8.1.1 WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance of the work of this Agreement.

8.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than ten million dollars (\$10,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, broad form property damage coverage, and explosion, collapse and underground hazard coverage. Such insurance shall (1) name LTA, the CITY OF CLEARLAKE, the CITY OF LAKEPORT, the COUNTY OF

LAKE, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds; (2) be primary with respect to any insurance or self-insurance programs maintained by the LTA, the CITIES of CLEARLAKE and LAKEPORT, and the COUNTY OF LAKE; and (3) contain standard cross liability provisions.

8.1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$10,000,000 (TEN MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) include Uninsured Motorist and Personal Injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$5000 per occurrence, (2) name LTA, the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and the COUNTY OF LAKE, all their elected and appointed officials, officers, employees, volunteers, agents and assigns as insureds; (3) be primary for all purposes; and, (4) contain standard cross liability provisions.

8.1.4 AUTOMOBILE COLLISION AND COMPREHENSIVE INSURANCE COVERAGE for the actual cash value of LTA vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars (\$5,000), and (2) shall name LTA as loss payee. CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by LTA under the terms of this Agreement, LTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. CONTRACTOR and LTA agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

8.1.5 GARAGEKEEPER'S LEGAL LIABILITY INSURANCE with a limit of not less than five hundred thousand dollars (\$500,000) per occurrence.

8.1.6 FIRE AND CASUALTY PROPERTY DAMAGE INSURANCE coverage of the Lake Transit Authority operations and maintenance facility located at 9240 Highway 53 in Lower Lake, CA. This facility completed in December 2004 is a 7,472 square feet pre-engineered steel building with a 1-hr. rating, automatic sprinklers, and monitored fire alarm system. It is situated on a 157,620 sq. ft. site with lighted and fenced bus storage area. The insurance coverage shall be for replacement cost with a limit of not less than three million dollars (\$3,000,000) per occurrence. Coverage shall include fire, earthquake, flood, and equipment coverage.

8.1.7 ALL INSURANCE shall contain the following provisions:

- A. Coverage shall be on an "occurrence" basis.
- B. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
- C. The Liability policy must cover personal injury as well as bodily injury.
- D. The Liability policy shall include a cross-liability or severability of interest endorsement.
- E. Broad form property damage liability must be afforded.
- F. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- G. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

H. Policies shall name LTA, the CITY OF CLEARLAKE, the CITY OF LAKEPORT, the COUNTY OF LAKE, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to LTA and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverages required above, including specific evidence of separate endorsements naming the LTA and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days written notice by certified mail, return receipt requested, has been given to LTA.

The LTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. LTA, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, LTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, LTA may deduct from sums due to CONTRACTOR any premium costs advanced by LTA for such insurance.

8.2 Fidelity Bond

CONTRACTOR shall secure for its employees a Fidelity Bond, Employee Dishonesty Insurance, or other security acceptable to the LTA Transit Manager, protecting the LTA from employee theft up to the amount of fifty thousand dollars (\$50,000) for any one occurrence. Such fidelity bond, insurance, or security shall name LTA as loss payee with respect to amounts claimed thereunder arising out of CONTRACTOR'S performance under this AGREEMENT. CONTRACTOR shall provide proof of such coverage to LTA prior to commencement of work under this Agreement.

8.3 Performance Guarantee

CONTRACTOR shall perform no services pursuant to this agreement, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond or other acceptable surety to LTA for use of LTA, such bond executed by CONTRACTOR and a surety company licensed to do business in the State of California, such bond in the amount of \$100,000, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT or that the face amount of such bond shall be forfeited to LTA. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date LTA makes any demands for payment on the bond until the LTA releases such claim. Provision of such bond or its equivalent, approved by LTA, is a material covenant of this AGREEMENT. LTA shall not approve any security that is not unconditionally payable to LTA upon LTA demand.

9. PAYMENT

LTA agrees to pay CONTRACTOR for the performance of services set forth in this AGREEMENT as follows:

9.1 Price Formula

For services rendered as set forth under Article 5, "Scope of Work", and detailed in EXHIBIT B, payment shall be based on the following firm fixed price rates for the periods: May 1, 2017 through June 30, 2018 (2017/18); and, July 1, 2018 through June 30, 2019 (FY 2018/19); and, July 1, 2019 through June 30, 2020 (FY 2019/20).

- A. A FIXED HOURLY RATE. The Fixed Hourly Rate per Vehicle Revenue Hour of \$31.29 in 2017/18, \$31.92 in FY 2018/19, and \$32.56 in FY 2019/20 will be calculated as follows. Vehicle Revenue Hours will be calculated based on the actual time that each revenue vehicle is in service and available to passengers. For Fixed Route Service, including Route Deviation Service, Vehicle Revenue Hours are defined as the scheduled hours of service, including scheduled layovers of less than 30 minutes, as set forth in ***Exhibit "E" - Lake Transit Riders Guide***, attached hereto, or any subsequent revisions thereto, plus or minus adjustments for schedule deviations or other service level changes as specifically authorized by LTA in accordance with ARTICLE 5 - SCOPE OF WORK and/or EXHIBIT "B" - SCOPE OF WORK, SECTION 2.2 of this AGREEMENT. For Dial-A-Ride services, Vehicle Revenue Hours are defined as the time from when a vehicle picks up its first passenger of the day or scheduled service period through the time the vehicle drops off its last passenger of the day or scheduled service period. For all modes of operation, Vehicle Revenue Hours shall specifically exclude time for travel to and from storage facilities, downtime for roadcalls, road tests, fueling, vehicle inspections, driver training and driver breaks. Fixed Hourly Rate cost elements are detailed in Exhibit "H" – CONTRACTOR'S PROPOSAL, attached hereto and made a part hereof by this reference.

- B. A FIXED MONTHLY RATE of \$84,928.72 per month in 2017/18, \$86,631.00 per month in FY 2018/19, and \$88,361.00 in FY 2019/20. The monthly rate shall compensate CONTRACTOR for all cost elements assigned to CONTRACTOR for work described in ARTICLE 5 – SCOPE OF WORK and further detailed in the attached EXHIBIT "B", SCOPE OF WORK, except those specifically included under Section 9.1(A) - Fixed Hourly Rate; Section 9.2 - Fuel Price Formula; Section 9.3 - Engine, Transmission And Differential Expense Reimbursements; and, Section 9.4 – Bus Stop Shelter and Bench Cleaning and Maintenance Rate. Fixed Monthly Rate cost elements are detailed on Exhibit "H" - CONTRACTOR'S PROPOSAL attached hereto and made a part hereof by this reference.
- C. A BUS STOP SHELTER AND BENCH CLEANING AND MAINTENANCE RATE.
- The Fixed Rate per Bus Stop Cleaned of \$15.86 in 2017/18, \$16.18 in 2018/19, and \$16.50 in 2019/20 calculated based upon actual occurrences of scheduled cleaning and maintenance in accordance with requirements set forth under EXHIBIT "B" - SCOPE OF WORK, SECTION 3.17.

9.2 Fuel Price Formula

LTA shall pay CONTRACTOR actual cost per gallon of fuel dispensed into LTA vehicles. "Actual cost" shall be defined as the cost paid by the CONTRACTOR to purchase fuel plus only such tax as may be generally applicable to fuel consumed in the operation of public transit vehicles under state and federal tax codes. CONTRACTOR shall cooperate with LTA and its member public agencies to reduce fuel costs through group purchasing under public agency competitive bids unless CONTRACTOR is able to obtain lower prices through CONTRACTOR'S direct purchasing efforts.

9.3 Engine, Transmission and Differential Expense Reimbursements

LTA shall reimburse CONTRACTOR for actual expense incurred (labor and parts) for engine, transmission and differential overhaul work. All work shall be done at a factory authorized repair shop in accordance with the conditions set forth under EXHIBIT "B" - SCOPE OF WORK, SECTION 3.10.

9.4 Insurance Cost Adjustment Based on Changes in Fleet Composition

LTA and Contractor agree that the baseline market value of the LTA vehicle fleet is established by Exhibit A, Scope of Work, Appendix D. Further, LTA and Contractor agree that an insurance cost adjustment will be made for the difference in market value when a vehicle is added to or deleted from the fleet. The amount of the adjustment shall be based on a statement from the vehicle insurer and shall be limited to the cost change resulting from the difference in market value when a vehicle is added or deleted. If the net change in market value is less than five percent when a vehicle is replaced, no adjustment will be made.

9.5 Invoice; Payment

On or before the 10th day of each month CONTRACTOR shall submit an invoice to LTA, ATTENTION: TRANSIT MANAGER, itemizing CONTRACTOR'S full and complete performance hereunder for the previous monthly period. Invoices shall be in such form and shall incorporate such supporting documentation as the Transit Manager may from time to time require. As a minimum, CONTRACTOR shall submit the invoices itemized as follows:

1. Fixed Monthly Rate.
2. Vehicle Revenue Hour charges shall be directly traceable by LAKE TRANSIT service as identified in ***Exhibit "E" - Lake Transit Riders Guide***, or revisions thereto, operator trip sheets and time cards.

3. Fuel Charges shall be itemized by date, location and vehicle fueled, and fuel charges shall be directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.
4. Bus Stop Cleaning Rate charges itemized by date and location of bus stops cleaned.
5. Insurance Cost Adjustment itemized by vehicle added or deleted and based on statement from vehicle insurer.
6. Other Charges for which prior written authorization has been provided by LTA, but not covered in the Fixed Monthly Rate, Fixed Vehicle Revenue Hour, or Fuel charges, shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.

All payments by LTA shall be made in arrears after the service has been provided.

LTA shall pay all reasonable and allowable items in CONTRACTOR'S invoice within sixty (60) days following receipt of such invoice. If LTA disputes any item on an invoice for a reasonable cause, LTA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within fifteen (15) working days after receipt of invoice by LTA.

9.6 Liquidated Damages

CONTRACTOR and LTA acknowledge and agree that LTA may suffer substantial damage in the event the CONTRACTOR acts or fails to act in the manner set forth in items 1 through 5 of this section. The amount of the damage is difficult, if not impossible, to ascertain due to the nature of this Agreement and the nature of such damages.

Accordingly, the parties hereto have determined to establish the provision of this Section as and for LTA's damages for such acts or failures to act, and not as a penalty, and

further agree that such damages are reasonable. LTA may assess liquidated damages as follows for CONTRACTOR'S act(s) or failure(s) to act:

1. PROJECT MANAGER: Twenty thousand dollars (\$20,000) per incident for relocating, reassigning, or transferring the Project Manager during the term of this Agreement including any option periods exercised by LTA, unless such relocation, reassignment or transfer is the result of a specific request by LTA to change project managers. LTA may at its sole discretion authorize CONTRACTOR to supplement the compensation of a replacement Project Manager with some or all of the entire liquidated damage amount in lieu of paying the entire amount to LTA.
2. WHEELCHAIR ACCESS: Two hundred dollars (\$200) per incident for each occurrence that: (1) a wheelchair lift fails to operate properly during the pick up of a disabled passenger, (2) a wheelchair becomes unfastened from its tie down(s), (3) a fixed route bus does not stop for a passenger in a wheelchair waiting at a bus stop.
3. VEHICLE CLEANING AND MAINTENANCE: One hundred dollars (\$100) per incident for each day that: (1) vehicle(s) in revenue service are not maintained in a clean condition in accordance with contract standards; (2) vehicle(s) in revenue service have not been serviced in accordance with preventive maintenance and repair schedules; (3) vehicle(s) in revenue service is operated without an adequately functioning air conditioning (heating and cooling) system; (4) an LTA vehicle is placed out of service by the CONTRACTOR without written authorization by LTA for a period of more than twenty (20) calendar days, (4) a vehicle is placed in service with body or upholstery damage that occurred more than ten (10) days prior to the day of service.
4. ANNOUNCEMENT OF STOPS: Twenty-five dollars per incident for each occurrence up to a maximum of \$100 per day that a fixed route driver fails to call

major bus stops in accordance with 49 CFR Part 37 – Transportation Services for Individuals with Disabilities. For purposes of this section, major bus stops shall be defined as any transfer point, major intersection or destination point (such as a hospital, medical clinic, school, city or county government office, or major shopping center), and, in any case, at least once every five minutes on local bus routes and ten minutes on regional bus routes.

5. PERFORMANCE OF SCHEDULE: One hundred dollars per occurrence that:

CONTRACTOR fails to obtain an on-time performance level of:

- a. A bus fails to depart the first time point of a route within ten (10) minutes after the scheduled departure time except in the case of unavoidable delays caused by incidents beyond the control of the CONTRACTOR. Unavoidable delays may include road construction, accidents, fire, severe weather, or mechanical failure.
- b. Failure to adhere to route sequence.
- c. Any trip that a bus departs from a designated time point one minute or more before its scheduled departure time.
- d. Any missed ADA trip on Dial-A-Ride based on failure to provide service within one hour of the requested pickup or drop-off time, as appropriate, in response to a request for service made the previous day.

6. CHP RATING: Five thousand dollars (\$5,000) per incident that CONTRACTOR receives an unsatisfactory rating from the California Highway Patrol (CHP) based on the annual CHP terminal inspection of CONTRACTOR'S location.

Liquidated damages will not be assessed sooner than six (6) months after the initiation of services under this Agreement, except that LTA may assess liquidated damages at any time following commencement of this Agreement for CONTRACTOR'S relocation, reassignment or transfer of the Project Manager. LTA will assess liquidated damages

after observation of the incident by LTA or one of its authorized monitors. LTA will deduct liquidated damages from payment of CONTRACTOR invoice. Where appropriate, determination of liquidated damages shall be based on sampling methods mutually agreed to by LTA and the CONTRACTOR.

The determination of whether or not to assess liquidated damages shall be at the sole discretion of the LTA, and shall not be subject to discussion or mediation by the CONTRACTOR. LTA shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this Agreement.

10. MAXIMUM OBLIGATION

Notwithstanding any provisions of this AGREEMENT to the contrary, LTA and CONTRACTOR mutually agree that LTA'S maximum cumulative obligation is limited to Seven Million Four Hundred Thirteen Thousand Four Hundred Eighteen Dollars (\$7,413,418) including amounts payable to CONTRACTOR for leases, materials, and costs arising from or due to, termination of this AGREEMENT. It is the intent of the parties hereto that said maximum obligation shall be sufficient to compensate CONTRACTOR for services performed for thirty-eight (38) months, and that said maximum obligation may have to be amended if CONTRACTOR provides services for LTA subsequent to that time period.

In the event that the maximum cumulative obligation provided herein above is reached, CONTRACTOR shall have no obligation to perform any additional work under this AGREEMENT and, any work performed, or expenditures incurred, by the CONTRACTOR over and above the cumulative obligation amount specified above shall be the sole risk of the CONTRACTOR.

In the event that LTA does not intend to amend this maximum obligation amount, LTA shall so notify CONTRACTOR by written notice at least one month before the maximum obligation amount specified herein, is estimated to be reached.

For purposes of amending this AGREEMENT to provide for additional funding of the maximum obligation amount specified herein above, the TRANSIT MANAGER of LTA shall have authority to obligate LTA through his signature on any such amendment, but only within the funding limitations established by the LTA.

11. OPERATING REVENUES

All operating revenues collected by CONTRACTOR are the property of LTA. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and ticket and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass and ticket sales revenues in the manner discussed in the attached EXHIBIT "B", Scope of Work, and as necessary for LTA to meet the requirements of State and Federal funding sources.

12. TERM OF AGREEMENT

12.1 Base Term

This AGREEMENT shall become effective May 1, 2017 and shall continue in full force and effect through June 30, 2020 unless earlier terminated as herein provided.

12.2 Month-to-Month Extensions

Upon completion of the full term of this AGREEMENT, LTA at its sole discretion may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of three (3) months. LTA shall notify CONTRACTOR of such extensions at least thirty (30) days prior to the termination date of this AGREEMENT. The compensation rates in effect

during the last monthly period of the full term of this AGREEMENT shall remain in effect during any such extensions.

12.3 Option Term

In consideration of the herein AGREEMENT, CONTRACTOR hereby grants the below option, exercisable in writing at LTA's sole election, anytime on or before the date specified herein and as follows:

DESCRIPTION - LTA may extend the service provided by CONTRACTOR under this AGREEMENT for up to five option periods of one-year duration.

PRICE - The Fixed Hourly Rate, Fixed Monthly Rate, and Fixed Rate Per Bus Stop Cleaned shall be arrived at upon the basis of negotiations and mutual agreement, but shall be limited so that the maximum percentage increase in the AGREEMENT budget for each option period, after adjustment for any changes in the level of vehicle revenue hours to be provided, shall be no more than either (1) the percentage annual increase in the U.S. Average Consumer Price Index (CPI-U) for the most recently concluded calendar year, or (2) a percentage equal to seventy percent (70%) of the percentage increase in the state minimum wage for the calendar year in which the option term will commence, whichever is higher.

OPTION EXERCISE DATES: On or before April 1, 2020 for the initial option term, and on or before April 1 of each subsequent year for the seven remaining option terms.

It is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time by mutual AGREEMENT.

It is mutually understood and agreed that LTA is under no obligation whatsoever to exercise this option and that no representations have been made by LTA committing it to such exercise of this option, and that LTA may procure any such option requirements

elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

12.4 Transition to Future Contractor

For up to sixty (60) days prior to and following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the LTA or any future CONTRACTOR selected by LTA, CONTRACTOR'S full cooperation in the transition to the successor CONTRACTOR. This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), and access to non-confidential personnel files and to maintenance records.

CONTRACTOR shall release all telephone numbers and any sequential rollover numbers required by LTA to the new operator. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR'S services to the new provider's services, and shall cooperate fully with the LTA and the new provider to this end.

13. ADMINISTRATION

13.1 Control

Contractor shall render all services under this Agreement in a manner consistent with the policies of the LTA. Modification of existing policies or adoption of new policies during the term of this AGREEMENT, which affect CONTRACTOR'S performance of services, shall be treated as changes pursuant to Section 6 - Changes in Scope of Work herein.

CONTRACTOR shall advise LTA of matters of importance, such as the condition of vehicles, bus route time conflicts, any and all matters the CONTRACTOR feels are safety related, and make recommendations when appropriate; however, final authority shall rest with the LTA. Notwithstanding this provision, CONTRACTOR remains responsible for any

consequences resulting from CONTRACTOR'S actions or inaction as provided in this agreement or otherwise provided by law.

LTA shall not interfere with the management of CONTRACTOR'S normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees.

LTA may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. Notwithstanding the above restriction, LTA may demand removal of any CONTRACTOR employee from the LTA's project by providing written notice to CONTRACTOR.

13.2 Force Majeure:

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this paragraph.

In the event that CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempt to notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations.

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify LTA of the fact, and thereafter shall report to LTA all relevant information then known to CONTRACTOR, and shall continue to so report.

14. GENERAL PROVISIONS

14.1 Conflict of Interest

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

14.2 Conflict of Transportation Interests

CONTRACTOR shall not divert any revenues, passengers or other business from LAKE TRANSIT to any taxi or other transportation operation of CONTRACTOR.

14.3 Conflicting Use

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities that are dedicated to LTA for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior written approval of LTA.

14.4 Headings:

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

14.5 Exhibits:

All exhibits attached to this AGREEMENT are incorporated into this AGREEMENT by reference.

14.6 Sale or Transfer

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the LTA to such sale, assignment, or transfer. In the event of any violation of this Section, LTA may immediately terminate this AGREEMENT.

14.7 Binding

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors and administrators of the parties hereto.

14.8 Compliance with Laws, Rules, Regulations

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable state, or local statutes, and any rules or regulations promulgated there under.

This Agreement is financed in part with funding received under Section 5311 of the Federal Transit Act. All services performed by Contractor pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to the items listed on Exhibit A - Third Party Contract Clauses - Federal Transit Administration and California Department of Transportation Required Provisions.

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of LTA if requested, any and all licenses, permits, certificates and inspections required by law, including GPPV inspections. CONTRACTOR shall assure that all of its employees operating LTA vehicles possess a valid, current Class B California Driver License with appropriate endorsements.

14.9 Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

14.10 Incorporation of Federal Transit Administration (FTA) Terms

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

14.11 Notice

All notices hereunder and communications with respect to this AGREEMENT shall be effected upon the mailing thereof by registered or certified mail return receipt requested and addressed as follows:

LTA:

Lake Transit Authority
c/o Mark Wall Associates
1445 S. Silversale Street
Visalia, CA 93277-4080

CONTRACTOR:

Paratransit Services, Inc.
4810 Auto Center Way, Suite Z
Bremerton, WA 98312

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

LAKE TRANSIT AUTHORITY

By 
Mark Wall, Transit Manager

CONTRACTOR Paratransit Services

By 
Authorized Official David Baker

President/CEO
Title

91-1253112
Federal Tax I.D. Number

WITNESSED:

By: _____

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1. Source of Funding:

This contract entered on May 1, 2017 between Lake Transit Authority
(DATE) (AWARDING AGENCY)
and Paratransit Services, Inc. for
(CONTRACTOR)
Lake Transit System Management, Operations, and Maintenance
(PROJECT)
is being funded with the following fund source(s) and amounts:

FUND SOURCE	ESTIMATED ANNUAL AMOUNT
FTA 5311	\$ 364,000
FTA 5311(f)	\$ 583,000

Parties referenced in the following clauses are defined as:

“Awarding Agency” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the Awarding Agency’s federally supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

For All Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00

No Obligation to Third-Parties by use of a Disclaimer

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder.

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The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts,

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and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.
- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers

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a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:
 - 1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
 - 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The

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CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

Awards Exceeding \$10,000.00

Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Agency that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

Awards Exceeding \$25,000.00

Debarment and Suspension

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.

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- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program,” implementing Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its “principals,” as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

Awards Exceeding \$100,000.00

Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency’s Executive Director or his/her designee. If the CONTRACTOR’S challenge is not made within the ten (10) day period, the Awarding Agency Representative’s decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, “New Restrictions on

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Lobbying.” 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR’S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

Clean Air

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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Awards with Transport of Property or Persons

U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the “Fly America” Act and 49 U.S.C. Section 40118, “Use of United States of America Flag Carriers,” and 41 CFR Section 301-10.131 through 301-10.143.
- B. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, (“Fly America” Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

Awards with Transit Operations

Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

Charter Service Operations

(Transit Operation and Rolling Stock Only) The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

School Bus Operations

(Transit Operation and Rolling Stock Only) Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation

EXHIBIT A

THIRD PARTY CONTRACT CLAUSES

Federal Transit Administration and California Department of Transportation Required Provisions

it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

Vehicle Operator Licensing

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

Drug-Free Workplace (FTA Section 5311 Awards)

The CONTRACTOR certifies by signing a Contract with the Awarding Agency that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

Drug and Alcohol Testing

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the Awarding Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before December 31 and to submit the Management Information System (MIS) reports before March 1 to Lake Transit Authority, Transit Manager, 1445 S. Silvervale Street, Visalia, CA 93277. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The CONTRACTOR agrees further to submit for review and approval upon request a copy of its Policy Statement developed to implement its drug and alcohol testing program.

Miscellaneous Special Requirements

Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

EXHIBIT A

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Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

Disadvantaged Business Enterprise (DBE)

The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub contractual work under this Contract.

Prompt Payment and Return of Retainage

- A. All payments, including payments by the CONTRACTOR to any third-party, shall be made in accordance with, and in the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.
- B. The CONTRACTOR shall not withhold retention from any subcontractor, nor shall the Awarding Agency withhold retention from CONTRACTOR.
- C. The CONTRACTOR must pay subcontractors within 7 days of receipt of each progress payment under Public Contract Code sections 10262 and 10262.5 or Business and Professions Code sections 7108.5, as applicable.

Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

EXHIBIT “B”**Agreement - Management and Operation
Of the Lake Transit System****Scope of Work****1. LTA DUTIES AND RESPONSIBILITIES**

LTA shall perform the following duties and accept the following responsibilities with respect to LAKE TRANSIT system. To the extent reasonable and feasible, CONTRACTOR shall assist LTA in this regard.

1.1 System Planning and Administration

LTA shall be responsible for all planning activities relative to LAKE TRANSIT routes, schedules, days and hours of operation, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

1.2 Advertising and Promotion

LTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of LAKE TRANSIT operations and to promote ridership.

1.3 Buses; Equipment

LTA shall provide to CONTRACTOR the vehicles and equipment set forth in EXHIBIT “D” entitled “LTA VEHICLES; EQUIPMENT”. These vehicles and equipment shall be used only for activity directly related to the transit system covered by this AGREEMENT, unless otherwise authorized, in writing, by LTA. CONTRACTOR assists with delivery inspections of new vehicles, annual CHP and Caltrans inspections, preparation of vehicles for sale, and disposal of surplus vehicles and equipment.

1.4 Two-Way Radio Communications System

LTA shall provide for CONTRACTOR use a two-way radio communication system with call sign WPMN812. The system consists of equipment set forth in Exhibit "D" and two repeaters located strategically on leased space on Buckingham Peak of Mount Konocti, and on the North Peak of Mount Saint Helena.

1.5 Operations and Maintenance Facility

LTA shall provide to the CONTRACTOR the use of the Lamkin-Sanchez Transit Operations Center located at 9240 Highway 53, Lower Lake, CA. This facility shall be used only for activity directly related to the transit system covered by this AGREEMENT, unless otherwise authorized, in writing by LTA.

1.6 Schedules; Passes; Tickets

LTA shall prepare, print and provide to CONTRACTOR all schedules, passes, tickets, posters, flyers, and like materials required by LAKE TRANSIT operations. CONTRACTOR shall

distribute and disseminate such materials in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by LTA.

1.7 Paratransit Software

LTA shall provide RouteMatch paratransit management software for use by CONTRACTOR to facilitate paratransit scheduling and dispatch.

1.8 Street Furnishings

LTA shall purchase, install and replace all street furnishings required for LAKE TRANSIT operations. Such furnishings shall include bus stop signs and posts, benches, shelters and the like. CONTRACTOR shall clean, maintain, and repair benches and shelters in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by LTA. LTA member agencies are responsible to maintain trees or request property owners to maintain trees along LAKE TRANSIT routes and at bus stops so as to preclude damaging vehicles by reason of low hanging trees and branches. CONTRACTOR and its employees shall cooperate with LTA by advising it of any such conditions observed during LAKE TRANSIT operations. LTA shall coordinate with local jurisdictions to correct such conditions in a timely manner. Nothing heretofore shall relieve LAKE TRANSIT vehicle operators from exercising good care and caution in their vehicle operations in order to avoid such damage.

1.9 Notification - Potential Interference with LAKE TRANSIT Operations

LTA shall request that its member agencies make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades or other such events under their jurisdictions, which may interfere with LAKE TRANSIT operations or require deviations from established routes or schedules. CONTRACTOR and LTA shall mutually agree upon such deviations.

2. CONTRACTOR DUTIES AND RESPONSIBILITIES - OPERATIONS

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of LAKE TRANSIT. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed route and demand responsive public transportation system of a kind and character such as LAKE TRANSIT.

2.1 Operations - General

CONTRACTOR shall provide the necessary management, technical and operating services for the operation of the LAKE TRANSIT system as specified by the LTA.

CONTRACTOR shall assist and cooperate with LTA in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination and cooperation with LTA on matters related to schedule development, operations, monitoring, reporting and service performance measurements.

All facilities, equipment and services required in the operation and management of the LAKE TRANSIT system shall be furnished by CONTRACTOR unless specifically identified to be contributed by LTA.

2.2 Operations - Fixed Route and Route Deviation Bus Service

CONTRACTOR will operate Fixed Route Bus Services as specified by LTA and in strict accordance with the operating days and hours, routes and schedules set forth in the current LAKE TRANSIT **Riders Guide**, attached hereto as **Exhibit E**, or any revisions thereto, and shall provide such service in a safe, professional and courteous manner.

Notwithstanding the above, CONTRACTOR is hereby authorized to deviate from established routes when necessary:

- (1) To respond to telephone requests on an advance reservation basis and to deviate from the designated route only on "Flex Stop" designated schedules to meet the needs of persons eligible for Americans with Disabilities Act (ADA) Complementary Paratransit Service; and,
- (2) To avoid construction, detours, and vehicles or other obstructions within the public right of way. CONTRACTOR shall notify LTA of such obstruction caused deviation(s) as soon as is practicable upon learning that the deviations are or may become necessary.

In the event that a LAKE TRANSIT route operates more than ten minutes behind schedule, CONTRACTOR shall take all available steps to restore on-time performance. CONTRACTOR shall establish procedures, subject to LTA review and approval, to restore on-time performance.

2.3 Operations - Local Dial-A-Ride Service

Dial-A-Ride service shall be operated in strict accordance with the operating days and hours, maximum service levels and service areas set forth by LTA in the current LAKE TRANSIT Riders Guide and information brochures, attached hereto as **Exhibit E**, or in the adopted "Dial-A-Ride Policies, Standards, and Procedures", attached hereto as **Exhibit F** or any revisions thereto.

CONTRACTOR shall accept next day reservations and reservations up to fourteen (14) days in advance from passengers who qualify for Dial-A-Ride service based on age or disability, including those who qualify for Complementary Paratransit Service in accordance with the Americans with Disabilities Act (ADA) and USDOT regulations. Reservations for ADA eligible persons shall have priority over all other Dial-A-Ride trips.

CONTRACTOR may respond to telephone requests for Dial-A-Ride service on a "real time" demand-response basis if space is available.

CONTRACTOR shall accept "subscription service" reservations (provision of repetitive trips over an extended period time without requiring that individuals call to request each trip); however, the level of subscription service provided shall not exceed fifty percent of the total number of trips available during a given hour of the day.

CONTRACTOR is authorized to have only as many vehicles in Dial-A-Ride service at a given time as service demand requires. However, in no event will the total annual vehicle revenue hours billed to the LTA exceed 6,500 without prior written authorization by the LTA Transit Manager.

2.4 Charter, Special Event, Promotional, and Other Special Services

In addition to regular LAKE TRANSIT operations, CONTRACTOR may from time to time, upon receiving specific written authorization by LTA, provide charter, special event, promotional, or other special transportation services within the LAKE TRANSIT service area using LTA vehicles, provided that such services are determined by LTA to be in the public interest, do not interfere with regular LAKE TRANSIT operations, and are in compliance with applicable federal and state statutes.

CONTRACTOR shall be entitled to compensation for such services at the normal rate per revenue vehicle hour specified in the AGREEMENT, except that such rates shall also be applied to non-revenue vehicle hours required for vehicle pre-trip inspection and deadhead travel.

2.5 Service Standards

CONTRACTOR shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer and consistent with LTA expectations.

CONTRACTOR and LTA shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by LTA. Should it be found that CONTRACTOR'S performance has contributed to CONTRACTOR'S failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by LTA to correct deficiencies in performance. Should deficiencies persist, LTA may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

A. Fixed Route Service Standards:

1. Schedule Reliability - Intercity Routes: A minimum of ninety-five percent (95%) of bus departures will be within 0 to 10 minutes after the scheduled departure time as indicated by published timetables.
2. Schedule Reliability - All Other Fixed Routes: A minimum of ninety percent (90%) of bus departures will be within 0 to 5 minutes after the scheduled departure time as indicated by published timetables.
3. Missed Run: Less than 0.5 percent of scheduled departures from a route terminal will be missed runs. A missed run occurs when a scheduled departure is canceled, or when a bus departs the first time point of a route more than ten (10) minutes after the published departure time.

B. Route Deviation Service Standards:

1. Reservation Reliability: Ninety-five percent (95%) of reservation trips will be served within a 30 minute window (plus or minus 15 minutes from the recorded reservation time).
2. Schedule Reliability: Same as Fixed Route Service Standards.

3. Missed Run: Same as Fixed Route Service Standard.
4. Service Refusals (ADA Trips Only):
With respect to reservation requests made by individuals who possess valid ADA Paratransit Eligibility Identification Cards:
 - a) Less than 0.5 percent (0.5%), or one in 200, requests will be refused.
 - b) There will be no pattern of service refusals.

C. Dial-A-Ride Productivity Standards:

1. Passengers per Vehicle Revenue Hour: Average 3.0 or greater.
2. Average vehicle revenue miles per passenger: 4.5 or less.

D. Dial-A-Ride Customer Service Level Standards:

1. Reservation Reliability: Ninety-five percent (90%) of reservation trips will be served within a 30-minute window (plus or minus 15 minutes from the recorded reservation time).
2. No Show Ratio: On average, there will be less than one no-show per 20 passenger trips.
3. Service Refusals (ADA Trips Only):
With respect to reservation requests made by individuals who possess valid ADA Paratransit Eligibility Identification Cards:
 - a) Less than 0.5 percent (0.5%), or one in 200, requests will be refused based on the criteria of providing a reservation within one hour of the requested time (one hour before arrival is necessary for an appointment, or one hour after a requested departure for a return trip).
 - b) There will be no pattern of service refusals.

2.6 Operations Personnel

The CONTRACTOR shall provide all management, supervision, trainers, drivers, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate the LAKE TRANSIT system, including any required on-board security or supervision.

2.7 Operations Management

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees.

CONTRACTOR shall designate and provide the services of a full-time Project Manager, subject to the approval of LTA, who shall provide overall management and supervision of LAKE TRANSIT public transit operations under the terms of this AGREEMENT. The Project Manager must have a minimum of five years of experience in public transportation operations including at

least three years' supervisory experience. A bachelor's degree in a related field from a four-year college may substitute for two years of transportation experience and one year of supervisory experience.

The Project Manager must have completed the Transit and Paratransit Management Certificate Program sponsored by CalACT, California Transit Association, Caltrans, and Access Services, which is currently offered through University of the Pacific, or a similar certification or degree program. Alternatively, the Project Manager may enroll in such program and complete the certificate requirements within 18 months following approval by LTA of the Project Manager candidate. CONTRACTOR shall pay the cost of participation in the certificate program, or approved alternative.

The Project Manager shall work cooperatively with LTA's Transit Manager in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from LAKE TRANSIT passengers and the general public, and responding to specific requests for other assistance as the need arises.

CONTRACTOR shall assure LTA that the Project Manager designated for this project will not be replaced without the prior written consent of LTA. Should the services of the Project Manager become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to LTA for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Project Manager, unless CONTRACTOR is not provided with such notice by the departing employee. LTA shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Project Manager.

The CONTRACTOR shall further designate a full-time Operations Supervisor/Trainer to assist the Project Manager in carrying out all activities relative to LAKE TRANSIT operations.

The office of the Project Manager will be physically located at the LTA Lamkin-Sanchez Transit Operations Center in Lower Lake. The Project Manager will be expected to remain at the facility or otherwise within the LAKE TRANSIT service area, as appropriate, to the maximum extent possible. At all times, the Project Manager or Operations Supervisor, or other employee pre-designated and identified to the LTA to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day LAKE TRANSIT operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

2.8 Employee Selection and Supervision

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform LAKE TRANSIT operations. Responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

CONTRACTOR shall use appropriate screening and selection criteria in order to employ operations personnel. The CONTRACTOR shall perform employment, DMV, physicals, and criminal background checks of all employees associated with this agreement and shall undertake the steps necessary to assure that all such employees perform their duties in a safe, legal, professional manner at all times.

CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

CONTRACTOR shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to LTA approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and repair, and control of LTA vehicles and equipment. Such program will comply with all applicable requirements as established by the Federal Transit Administration or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991.

CONTRACTOR shall at all times comply with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

CONTRACTOR shall make special efforts to hire Spanish-speaking employees to facilitate communication with Limited English Proficiency (LEP) patrons.

Nothing in this section shall be construed by either CONTRACTOR or LTA to be in conflict with the language and intent of Article 4, Independent Contractor, of the AGREEMENT of which this Scope of Work is a part.

2.9 Training of Drivers and Operations Personnel

CONTRACTOR shall develop, implement and maintain a formal training and retraining program, which shall be subject to review and approval by LTA. An outline of the training program, including periodic updates, shall be on file in the office of the LTA Transit Manager. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, language identification for persons with limited english proficiency, accident/incident procedures, radio procedures, LAKE TRANSIT operating policies and procedures, employee work rules, vehicle safety inspection, video surveillance policies and procedures, inclement weather policy, equipment care and maintenance, customer relations, and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in the LAKE TRANSIT services.

All drivers shall be certified as having completed CONTRACTOR'S formal training course for new drivers as approved by LTA, and be licensed with a valid California Class B operator's license with appropriate certification(s) and medical card. Drivers of transit buses shall possess a transit bus certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. If applicable, drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

CONTRACTOR shall prepare and furnish to LTA for approval, and to all drivers, dispatchers, telephone operators, and supervisors a DRIVER'S MANUAL. Contents of the DRIVER'S MANUAL shall include the following subject areas: fundamentals of customer service; driver's rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel who may from time-to-time be assigned to telephone information or reservation lines shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, transfer points, fares, bus and demand response services and schedules, information referrals, ADA regulations regarding trip reservations, LAKE TRANSIT reservation procedures, and operating policies. Operations control personnel assigned to LAKE TRANSIT scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

2.10 Driver's Responsibilities

Drivers will, when requested by LTA, hand out notices to passengers or otherwise render assistance in LTA's customer relations, promotion, marketing, monitoring and supervisory functions. Drivers will be required to honor special passes; collect, cancel and/or validate passes and tickets; and issue and collect transfers, as determined by LTA. Drivers will verify deposits into the farebox of cash fares and cash for the purchase of passes, but drivers will not handle money. Drivers will record ridership counts by passenger category and boarding location in accordance with procedures approved by LTA.

When requested, drivers of vehicles in dial-a-ride or route deviation (Flex Route) service will provide passenger assistance to persons with disabilities, including boarding/deboarding assistance, loading and unloading of small packages, and, to the extent reasonable considering distance, travel assistance between the vehicle and the passenger's door.

Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to the local telephone system time.

2.11 Uniforms

Drivers shall be in uniform at all times while in service or otherwise on duty. CONTRACTOR shall provide driver uniforms to its employees. The design, type and logo of the uniforms shall be subject to LTA's advance approval. Drivers shall be required to maintain a neat and clean appearance at all times while on duty.

2.12 Safety Program

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers; operations personnel and LTA's vehicles and equipment are maintained at the highest possible level throughout the term of this AGREEMENT. CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements, and shall furnish LTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

CONTRACTOR shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation

in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR'S insurance carrier or other organization. CONTRACTOR shall provide a copy of said Safety Program and subsequent program updates to LTA.

CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Driver Pull Program" for appropriate monitoring of employee driver license activity.

CONTRACTOR will require all drivers, control room personnel, vehicle maintenance and repair mechanics, and supervisors to participate in the safety program.

2.13 Road Supervision

CONTRACTOR shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service, including assistance with special events.

2.14 Accident, Incident, and Complaint Procedures

CONTRACTOR shall develop, implement and maintain formal procedures, subject to LTA review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in service vehicle failures, lift failures of buses in service, fixed route buses operating more than ten minutes behind schedule, and demand response buses operating more than fifteen minutes behind promised schedule.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the Highway Patrol or local police as appropriate, and then to the LTA Transit Manager. CONTRACTOR will request that the law enforcement agency respond to investigate the accident. **CONTRACTOR will supply LTA with copies of all accident and incident reports.**

The LTA Transit Manager shall be notified in writing by CONTRACTOR of all accidents and incidents resulting in loss or damage to LTA property within 24 hours. In cases involving injury, CONTRACTOR shall notify LTA Transit Manager immediately upon receipt by CONTRACTOR of such information.

2.15 Vehicle Scheduling and Dispatching

CONTRACTOR shall utilize a systematic method to schedule and transport passengers using LAKE TRANSIT services. This may utilize the RouteMatch software as provided by LTA, or another method. The method should be capable of accommodating both advance reservations and "real time" requests for immediate service. The dispatch method must integrate all demand for service into efficient vehicle use that maximizes productivity and assures service quality to levels prescribed in this Scope of Work. Either manual or computer-assisted scheduling technique is acceptable.

CONTRACTOR shall provide an adequate number of persons to staff the LAKE TRANSIT scheduling and vehicle dispatching functions. These persons shall also be responsible for maintaining radio contact with all vehicles in service and for maintaining the daily dispatch log to be proposed by CONTRACTOR.

2.16 Operations Headquarters

CONTRACTOR shall establish and maintain its operations headquarters at the Lamkin-Sanchez Transit Operations Center. Except for items expressly identified to be provided and/or maintained by LTA, CONTRACTOR shall, as an integral part of the operating headquarters, equip and furnish the offices and control room, including maps, information boards, official time clock, adequate desks, tables, chairs, and other equipment as may be required or appropriate to provide LTA services. CONTRACTOR shall utilize the transit operations center in accordance with Exhibit G, Operations and Maintenance Facility Use Agreement, attached hereto.

2.17 Telephone Reservation and Information System

CONTRACTOR shall provide and maintain a telephone system dedicated exclusively to the reception of incoming calls from LAKE TRANSIT patrons for the purposes of requesting service information and demand response service or reservations. CONTRACTOR shall provide telephone equipment, telephone lines, and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with LAKE TRANSIT patron demand.

CONTRACTOR shall install and maintain at CONTRACTOR's expense a sufficient number of lines to respond to incoming calls with a minimum of busy signals. Call volume will periodically be monitored and the need for additional phone lines will be evaluated at least annually.

Initially, CONTRACTOR shall install at CONTRACTOR's facility a minimum of three telephone lines that shall be completely dedicated to the reservation and information system. Said telephone lines shall be connected in rotary, utilize the existing LAKE TRANSIT information and dispatch phone number, 994-3334, and listed in accordance with LTA instructions. In addition, CONTRACTOR shall install and maintain at least one telephone line with appropriate features to provide for **countywide toll free incoming calls** from LAKE TRANSIT patrons. This may be the existing Lakeport exchange phone number, 263-3334, which is used by patrons to call LAKE TRANSIT and which utilizes call forwarding to connect toll free to the existing dispatch location, or it may be another alternative approved by LTA in advance. Upon termination of the AGREEMENT of which this Scope of Work is a part, LTA reserves all rights to the dedicated lines identified herein, and CONTRACTOR agrees to transfer of said telephone numbers.

CONTRACTOR shall install at CONTRACTOR's expense separate phone line(s) for business office, facsimile, or other calls.

CONTRACTOR shall make special efforts to respond to telephone service and information requests from deaf or Limited English Proficiency (LEP) patrons of LAKE TRANSIT. CONTRACTOR may provide TDD equipment for communications with deaf patrons, or use the telephone relay service for communication with deaf customers. CONTRACTOR shall provide at CONTRACTOR'S expense a language translation service such as Language Line to communicate with LEP individuals.

2.18 Fares; Fare Collection; On-Board Pass Sales

All fares of any kind or character to be paid by LAKE TRANSIT patrons shall be established by LTA. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service. Patrons will pay cash fares in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons in the fareboxes provided

by LTA with each vehicle. Drivers shall sell punch card passes on board the bus for the exact cash payment amount required. The cash payment shall be deposited by the customer into the farebox. CONTRACTOR will collect, or otherwise process in the manner directed by LTA, all non-cash fares (transfers, passes and like). All fares collected are the sole property of LTA.

CONTRACTOR shall count and keep fares under appropriate security, and shall reconcile fare revenues to passenger activity. All counting of fares will be subject to video surveillance. All fare accounting shall be in accordance with procedures to be proposed by the CONTRACTOR and subject to LTA approval. Fare revenue shall be deducted as a credit on CONTRACTOR'S monthly invoice, or LTA may require CONTRACTOR to issue a weekly or monthly check to LTA equal to fare revenues collected. LTA reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to CONTRACTOR.

2.19 Pass and Ticket Sales

CONTRACTOR'S office staff shall sell tickets and passes to bus patrons and community organizations, and invoice and receive payment for LTA services in accordance with procedures specified by LTA. Credit accounts shall be approved by LTA. Initially, there will be up to 70 pass sales credit accounts.

CONTRACTOR shall distribute tickets and passes, and collect revenue from up to twelve community retail outlets on a monthly basis. CONTRACTOR shall provide accurate information regarding passes and tickets to transit system patrons, community organizations, and retail outlet personnel.

2.20 Books; Records; Reports

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for LTA under this AGREEMENT on file for at least three (3) years following the date of final payment to CONTRACTOR by LTA. Original documents or certified copies shall be maintained locally. CONTRACTOR shall propose methods and procedures for approval by LTA for storage, maintenance, and retrieval of electronic data if used to meet the requirements of this section.

Any duly authorized representative(s) of LTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during CONTRACTOR'S usual and customary business hours. CONTRACTOR shall provide proper facilities to LTA representative(s) for such access and inspection. Further, any duly authorized representative(s) of LTA shall be permitted to observe and inspect any or all of CONTRACTOR'S facilities and activities during CONTRACTOR'S usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provisions of this AGREEMENT. In such instances, LTA's representative(s) shall not interfere with or disrupt such activities.

CONTRACTOR shall collect, record and report to the LTA on a quarterly basis all accounting data for the LAKE TRANSIT operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request. Each quarterly accounting report shall be provided to LTA within one month after the close of the applicable quarter.

CONTRACTOR shall collect, record and report all operational data required by the LTA in a format approved by the LTA. Such data shall include, but not be limited to, statistics required under the California Transportation Development Act, as amended; statistics required by the Federal Transit Administration under the Section 5310, 5311, and 5311(f) grant programs; passenger count data by fare category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings and dial-a-ride passenger no-shows.

Information concerning vehicle activity shall be collected daily on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by CONTRACTOR and approved by LTA, and shall be summarized daily on the Daily Operations Summary.

The Daily Operations Summary shall be compiled into weekly, monthly, quarterly and annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays, and, if needed, evenings, Saturdays and Sundays.

Daily logs, reports and summaries shall be available for LTA review at the Lamkin-Sanchez Transit Operations Center by 3 p.m. of the next business day following data collection. The daily summary shall be e-mailed upon completion to the LTA Transit Manager. Weekly reports shall be e-mailed to LTA by Tuesday of the following week, and monthly reports shall be e-mailed to LTA no later than the 10th of the following month.

Quarterly reports shall be compiled on a year-to-date cumulative basis and shall be submitted within 30 days after the close of the applicable quarter.

2.21 System Promotion

LTA shall direct LAKE TRANSIT system promotion and advertising, provide or pay for all advertising and promotional materials, and authorize all promotional activities. CONTRACTOR shall be responsible to prepare and carryout an annual schedule of community based promotional activities on behalf of the LTA.

CONTRACTOR shall prepare and submit a preliminary annual schedule within 30 days following the effective date of this Agreement. The schedule shall be updated monthly so as to coincide with LTA Board Meetings, and each May for the following fiscal year. Community based promotional activities may include such activities as operation of a booth at the Lake County Fair, presentations to Senior Citizen Centers or to schools, training of trainers for employers or other user groups, and participation in parades. The promotional schedule shall be prepared cooperatively with and approved by the LTA Transit Manager.

CONTRACTOR also shall dispense LAKE TRANSIT information publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things to assist and support LTA's advertising and public information efforts.

CONTRACTOR shall make available needed equipment and personnel at no cost or expense to LTA, except that LTA shall compensate CONTRACTOR for (1) vehicle operations in accordance with Section 2.4 herein above, and (2) extraordinary personnel and other expenses authorized in writing in advance. It is anticipated that most promotional activities will be staffed by salaried personnel or personnel involved in vehicle operations. Extraordinary personnel

expense will include expenses for the use of hourly personnel for whom compensation is not provided in the contract fixed monthly or hourly rates.

2.22 System Recommendations

CONTRACTOR shall continually monitor LAKE TRANSIT operations, facilities and equipment and shall, from time-to-time and as warranted, advise LTA and make recommendations to it upon observed deficiencies and needed improvements. LTA shall retain all authority, however, to make determinations and to take action on such recommendations.

2.23 Emergencies; Natural Disasters

In the event of an emergency or natural disaster, CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist LTA in ameliorating such incidents. To the extent LTA requires CONTRACTOR to provide such emergency services and facilities, CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities to operate LAKE TRANSIT herein above contained. Further, CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by CONTRACTOR and LTA following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

3. CONTRACTOR DUTIES AND RESPONSIBILITIES - MAINTENANCE

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance and repair of LTA vehicles, equipment, and facilities. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed-route and/or demand response public transportation system of a kind and character such as the LAKE TRANSIT public transit system.

3.1 Maintenance - General

CONTRACTOR shall be responsible for the maintenance and repair of all vehicles, communication systems, and all other equipment, furnishings and accessories required in connection with its operation of LAKE TRANSIT in a clean, safe, sound and operable condition at all times, and fully in accord with any manufacturer recommended maintenance and repair procedures and specifications, as well as with the applicable requirements of any federal or state statute. In this regard, CONTRACTOR shall provide all labor, lubricants, solvents, repairs, parts, supplies, maintenance and repair tools and equipment, service facilities and such other components, facilities and services which may be required to fulfill its maintenance and repair responsibilities, at CONTRACTOR'S sole cost and expense.

3.2 Vehicles; Equipment

By execution of this AGREEMENT, CONTRACTOR acknowledges receipt of the vehicles and equipment listed in EXHIBIT "D" - LTA VEHICLES; EQUIPMENT, and that each and every item has been received in good working condition. In the event that LTA provides CONTRACTOR with additional buses and/or equipment at future times, EXHIBIT "D" shall be amended in the manner provided hereinabove for amendments to this AGREEMENT and CONTRACTOR shall acknowledge receipt of such additional items upon their delivery to it. Upon termination of this

AGREEMENT, CONTRACTOR shall return all LTA-owned equipment to LTA, with no deferred maintenance, repair or damage, less reasonable wear and tear.

3.3 Maintenance and Operations Facility

CONTRACTOR shall establish its operations and maintenance headquarters for LTA at the Lamkin-Sanchez Transit Operations Center located at 9240 Highway 53 in Lower Lake, California. CONTRACTOR shall utilize and maintain the facility in accordance with the attached EXHIBIT G, OPERATIONS AND MAINTENANCE FACILITY USE AGREEMENT. Except for items expressly identified to be provided and/or maintained by LTA, the CONTRACTOR shall equip the facility with all tools and equipment necessary for maintenance and repair of LTA vehicles in accordance with this AGREEMENT. All out-of-service LTA vehicles on CONTRACTOR'S premises shall be stored at all times either within an enclosed, paved garage, or within a paved, fenced and security lit outside storage area.

3.4 Maintenance Management

CONTRACTOR shall designate and provide the services of a qualified Maintenance Supervisor, subject to the approval of LTA. This individual may be the lead mechanic and shall be assigned to LTA maintenance and repair operations on a full-time basis. The Maintenance Supervisor shall provide maintenance and repair scheduling and supervision, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of CONTRACTOR maintenance and repair duties and responsibilities.

The Maintenance Supervisor shall be a certified journeyman mechanic, and shall have a minimum of three years journeyman level experience in the automotive repair trade including at least one year experience working with small and medium size transit vehicle engines, air conditioning systems, and wheelchair lifts, as well as experience in directing the work of other maintenance and repair personnel.

Should the services of the Maintenance Supervisor become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to LTA for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Maintenance Supervisor, unless CONTRACTOR is not provided with such notice by the departing employee. LTA shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Maintenance Supervisor.

3.5 Maintenance and Repair Technical Training

CONTRACTOR shall provide technical training of maintenance and repair personnel necessary to ensure a consistent level of current, thorough knowledge in the maintenance and repair of the several types of vehicles used in fixed route and demand response service, including air conditioning systems, wheelchair lifts, electronically controlled engines and transmissions, and other ancillary equipment.

3.6 Daily Vehicle Servicing

CONTRACTOR shall perform daily vehicle servicing on all LTA vehicles used in revenue service. For purposes of this AGREEMENT, daily servicing will include, but not be limited to, fueling; engine oil, coolant, water and transmission fluid check/add; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and check of all vehicle performance defects

reported by drivers to identify potential safety and reliability items requiring immediate attention.

CONTRACTOR shall develop, implement and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for LTA and California Highway Patrol review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.

3.7 Vehicle Cleaning

CONTRACTOR shall maintain LTA vehicles in a clean and neat condition at all times. A record of interior and exterior vehicle washing shall be maintained in the Maintenance Supervisor's office, or other designated maintenance shop location.

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week (or more often to maintain a clean, sanitary interior), including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be repaired immediately upon discovery. Destination sign interior glass shall be cleaned as necessary to maintain a clean appearance and maximize visibility.

Exteriors of all LTA vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include bus body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.

Buses shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

3.8 Preventive Maintenance

CONTRACTOR shall document and submit a preventive maintenance program for review and approval by LTA within thirty (30) days of the effective date of this AGREEMENT. As a minimum, CONTRACTOR'S preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall be sufficient so as not to invalidate or lessen warranty coverage of any LTA vehicle or associated equipment. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance and repair in specific instances where CONTRACTOR'S employees or LTA representatives observe that maintenance and repair is needed in advance of schedule.

CONTRACTOR shall not defer maintenance and repair for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance and repair without prior written consent of LTA. CONTRACTOR shall adjust the work schedules of employees as necessary to meet all scheduled services and complete preventive maintenance and repair activities according to the schedule approved by LTA.

3.9 Vehicle Repair

All repairs to LTA vehicles shall be performed by CONTRACTOR or by other vendors and suppliers designated by the CONTRACTOR. Repairs shall include, but not be limited to, work

to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. Repair work shall be conducted as soon as practicable upon learning that such work is required.

CONTRACTOR shall perform repair work expeditiously in response to identification of problems by drivers or other staff members. CONTRACTOR shall assure LTA that required repairs shall not be deferred beyond a reasonable time.

Preventive maintenance and repairs shall receive first priority in the use of CONTRACTOR'S maintenance resources.

CONTRACTOR shall be familiar with vehicle and equipment warranties, shall comply with all warranty provisions in the conduct of its maintenance and repair functions, and shall monitor warranty repairs to take full advantage of warranty service and to evaluate defects as potential fleet wide defects needing manufacturer correction..

3.10 Engine, Transmission and Differential Overhaul

CONTRACTOR shall be responsible to monitor the condition and performance of vehicle engines, transmissions and differentials so as to maximize useful life and avoid costly catastrophic failures. As a minimum, the CONTRACTOR's monitoring program shall consider miles accumulated; fuel, oil transmission fluid and differential oil consumption trends; loss of power; and erratic performance. In addition, CONTRACTOR shall perform a laboratory analysis of engine oil at every oil change, laboratory analysis of transmission fluid and differential oil every 4 months, or when necessary to assist in the diagnosis of a mechanical problem. The monitoring program will provide the basis for recommending scheduled overhaul of engines and transmissions.

If CONTRACTOR determines that an engine, transmission or differential unit needs to be overhauled or replaced, CONTRACTOR shall notify LTA in writing detailing the reasons for such a determination. The determination shall include detailed findings of tests, oil analysis or consumables data that support the conclusion. After inspection, LTA may direct contractor in writing to proceed with the recommended work.

Engine, transmission and differential overhaul shall be performed by a factory authorized repair shop, approved by LTA in advance of work, using only OEM parts and OEM minimum overhaul standards. LTA will reimburse CONTRACTOR only for actual costs incurred for engine, transmission and differential work accomplished following the above guidelines. If LTA determines that such work was a result of poor maintenance and repair performance, failure to monitor overhaul criteria, neglect or abuse by CONTRACTOR, LTA will not be liable for any costs. CONTRACTOR must submit a detailed invoice to LTA for all such work.

CONTRACTOR shall be responsible for the cost of labor to remove and replace engines, transmissions and differentials. In addition, during an overhaul or when engine, transmission and/or differential is removed, CONTRACTOR, at their expense, shall cause ancillary parts to be replaced, including all cooling hoses, engine and transmission mounts, drive belts, and rebuild or replace the radiator. Also, CONTRACTOR shall be responsible to assess all other components, lines, hoses or systems. Those items determined to have never been replaced or found not to meet the OEM minimum standards for serviceability shall be rebuilt or replaced to minimum OEM specifications at the time of the overhaul.

CONTRACTOR shall remain responsible for all costs related to repair or replacement of engine driven parts such as generators, hydraulic pumps, water pumps, engine driven fuel pumps, valve covers, oil pans, alternators, voltage regulators, air compressors, air conditioning compressors, vacuum pumps, starter motors and turbochargers. CONTRACTOR shall also remain responsible for all costs related to repair or replacement of transmission related parts such as oil coolers, external oil lines, external filters, external linkage modulators, external speedometers, "driven" gears or sensors, neutral start switches and temperature sensors. CONTRACTOR shall also remain responsible for all costs related to repair or replacement of differential related parts such as rear axle housing, bearings, shafts and seals.

3.11 Parts Inventory

CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down-time and ensure that peak vehicle requirements are met.

3.12 Tools and Equipment

All tools and equipment used for LAKE TRANSIT maintenance and repair, except for small hand tools provided by CONTRACTOR'S employees, shall be provided and maintained by CONTRACTOR.

3.13 Vehicle Towing

In the event that towing of any LTA vehicle is required due to mechanical failure or damage, CONTRACTOR shall be responsible to provide such towing at CONTRACTOR'S sole expense.

3.14 Maintenance and Repair Records and Reports

CONTRACTOR shall prepare, maintain, make available to LTA and reduce to written form, records and data relative to vehicle and vehicle accessory maintenance and repair, and radio system maintenance. Maintenance and repair records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of LTA to enable it to accurately evaluate CONTRACTOR'S maintenance and repair performance and the operating expense associated with various LTA vehicles and equipment.

Records of all maintenance, repair and inspections shall be made available to LTA, the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested. Original copies of all such records shall remain on file at all times at the CONTRACTOR's local facility in Lake County. CONTRACTOR shall retain said records for a period of three years after the conclusion of the contract term. Said records may be prepared and maintained in an electronic format approved by LTA. LTA maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this AGREEMENT and any equipment used in the performance of maintenance and repair work in order to ensure compliance with this AGREEMENT. Such inspection shall not relieve the CONTRACTOR of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery. CONTRACTOR shall transport any or all vehicles to any required inspection facilities when requested. In the event that the CONTRACTOR is instructed by LTA or any other regulatory agency to remove any equipment from service due to mechanical reasons, CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is again placed in service.

CONTRACTOR shall prepare maintenance and repair records and reports in a form and according to a schedule approved by LTA. Such records and reports shall include, but not be limited to, the following:

- Daily vehicle inspection and servicing checklists.
- Bus cleaning/washing log.
- Repair orders and work orders, including cost analysis, for all maintenance and repair inspections, warranty repairs and other vehicle repairs including materials, parts and labor consumed.
- Roadcall reports, or work orders, for each roadcall identifying date and time, vehicle number, problem and mileage of vehicle.
- Oil analysis reports for each 6,000 mile interval of vehicle operation.
- Monthly summary to be attached to CONTRACTOR'S invoice listing each vehicle, vehicle mileage, vehicle miles since last preventive maintenance and repair inspection, vehicle fuel and lubricants consumption, and vehicle roadcalls.
- Quarterly fleet summary listing each vehicle; vehicle mileage; vehicle year-to-date total miles; vehicle year-to-date fuel consumption and miles per gallon; vehicle year-to-date maintenance and repair cost and cost per mile; route service total roadcalls and miles per roadcall; demand response total roadcalls and miles per road call; major component overhauls, rebuilds and replacements by vehicle; and CONTRACTOR'S summary of maintenance and repair problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.

3.15 Emissions Control Programs

CONTRACTOR shall be responsible to administer a Smog Check program of LTA gasoline powered vehicles. CONTRACTOR shall cooperate with LTA in the scheduling of emissions testing, and shall further be responsible to conduct repairs as required to meet emissions standards.

3.16 Fuel

CONTRACTOR shall provide fuel required in the operation of LTA vehicles. Fuel shall be supplied in accordance with engine manufacturer recommendations and in full compliance with all applicable state and federal requirements. CONTRACTOR shall purchase fuel at or below the card lock rates available to CONTRACTOR, as LTA services provider, through the County of Lake fuel-purchasing contract.

CONTRACTOR shall be responsible, on behalf of LTA for LAKE TRANSIT public transit operations, to obtain state and federal tax exemptions applicable to the purchase and consumption of fuel for use in public transit vehicles. In this regard, CONTRACTOR shall obtain required permits and administer fuel transactions in a manner that fully complies with all applicable state and federal requirements.

CONTRACTOR shall provide a monthly report to LTA detailing gallons dispensed and miles per gallon for each LTA vehicle for the previous month and for the year-to-date.

3.17 Bus Stop Cleaning and Maintenance

CONTRACTOR, or subcontractor(s) designated by CONTRACTOR, shall maintain LAKE TRANSIT bus stops that are equipped with shelters and/or benches in a clean and safe condition at all times. Vehicle operators shall be instructed to spot check and remove litter from shelters and benches as time allows, and to report cleaning, maintenance and repair needs immediately to the operations office.

CONTRACTOR shall establish and maintain a regular cleaning and inspection schedule and log for bus stops equipped with shelters and/or benches. Shelters and surrounding areas shall be thoroughly cleaned and inspected bi-weekly, or more often as needed to maintain a clean and inviting appearance. Benches and surrounding areas shall be thoroughly cleaned and inspected at least monthly. A thorough cleaning and inspection shall include removal of litter and emptying of trash receptacles (if so equipped); high pressure washing of shelters, benches, trash receptacles, and concrete pad or sidewalk area immediately in front of and within 10 feet of the shelter, bench, and trash receptacle; removal of graffiti; and a post-cleaning inspection of the shelter and/or bench to determine maintenance needs or make minor on-the-spot repairs such as tightening of bolts or screws.

CONTRACTOR shall be responsible to obtain any required authorizations or permits to work on private property or in the public right-of-way while cleaning and maintaining shelters, and for any liability or damage incurred in the course of cleaning and maintaining shelters and/or benches.

3.18 Bus Stop Shelter and Bench Repair

All repairs to LTA benches and shelters shall be performed by CONTRACTOR or by other vendors and suppliers designated by the CONTRACTOR. Repairs shall include, but not be limited to, work to correct loss or damage, including vandalism; adjustments due to normal wear and tear; and rebuilding or replacement of components. All repair parts shall be as provided by original manufacturer or of equal or better quality.

CONTRACTOR shall be responsible to monitor the condition of LAKE TRANSIT shelters and benches so as to remove hazards and perform repair work expeditiously in response to identification of problems by drivers, other staff members, LTA, or the public. Repair work shall be conducted as soon as practicable upon learning that such work is required. In the event that the condition of a shelter or bench presents a hazard and immediate repairs are not possible, CONTRACTOR shall take steps to remove or mitigate the hazard, including, if necessary, removal of the shelter or bench to a storage, repair or disposal location.

3.19 Communications System

On behalf of LTA, CONTRACTOR shall operate the two-way radio system licensed to LTA under call sign WPMN812 in compliance with all applicable federal statutes, regulations, and licensing conditions. CONTRACTOR shall be responsible for all maintenance and repair required to maintain in accordance with manufacturer and FCC requirements the base station located at the Lamkin-Sanchez Operations Center and handheld or vehicle mounted mobile radios.

CONTRACTOR shall be responsible to provide any cellular phones used by CONTRACTOR staff, and shall be responsible for the appropriate use, airtime and other charges or expenses related to the use of cellular phones

LTA may provide vehicle mounted cellular network data devices for use by the CONTRACTOR to monitor vehicle location and provide operating data. Airtime or other approved charges related to the use, maintenance, or repair of said data devices shall be passed through to LTA. Said devices will be used only for purposes intended and approved by LTA.

3.20 Facilitation of Advertising on Transit Property

CONTRACTOR shall facilitate the LTA advertising program by providing reasonable access to the advertising services contractor for installation and removal of vinyl advertising materials. CONTRACTOR will inspect the work of the advertising services contractor to determine whether or not vehicle surfaces are damaged, or advertisements are out of date. CONTRACTOR shall promptly notify LTA of damage, out of date advertisements, or other problems that may arise from time to time.

EXHIBIT C

**AGREEMENT - MANAGEMENT AND OPERATION
OF THE LAKE TRANSIT AUTHORITY SYSTEM**

APPROVED AMENDMENTS

LAKE TRANSIT AUTHORITY
 AGREEMENT - MANAGEMENT AND OPERATION - LAKE TRANSIT SYSTEM
APPENDIX D - VEHICLES AND EQUIPMENT

REVENUE VEHICLE FLEET

Fleet No.	Acquired	Model Year	Model	Chassis	Vehicle Identification Number	Seated Capacity	Wheel-chair Capacity	Fuel	Mileage 11/30/16	Original Source of Funding	Scheduled Replace Date	Engine Replaced Miles	Trans Replaced Miles	Annual Premium
1102	Dec-10	2011	Glaval Entourage	Ford	1FDGF5GY8BEB15923	28	2	Gas	270,807	STIP	2017/18		228,124	\$5,915
1103	Dec-10	2011	Glaval Entourage	Ford	1FDGF5GY9BRB15929	28	2	Gas	271,533	STIP	2017/18		101,112	\$5,609
1104	Dec-10	2011	Glaval Universal	Ford	1FDFF4FSXBDA16922	18	2	Gas	289,344	STIP	2017/18	145,635	67,225	\$5,609
1105	Dec-10	2011	Glaval Universal	Ford	1FDFF4FS1BDA19529	18	2	Gas	302,887	STIP	2017/18	209,078	293,360	\$5,609
1107	Dec-10	2011	Glaval Universal	Ford	1FDFF4FS9BDA16927	18	2	Gas	300,065	STIP	2017/18	223,605	170,240	\$5,609
1108	Dec-10	2011	Glaval Universal	Ford	1FDFF4FS8BDA19530	18	2	Gas	310,621	TDA	2017/18	235,501		\$5,609
1301	May-13	2013	Glaval Universal -	Ford	1FDFF4FS8DDA20616	18	2	Gas	220,594	PTMISEA	2019/20	173,184		\$5,761
1302	May-13	2013	Glaval Universal -	Ford	1FDFF4FS2DDA20627	18	2	Gas	239,941	PTMISEA	2019/20		126,618	\$5,761
1303	May-13	2013	Glaval Universal -	Ford	1FDFF4FSXDDA20617	12	4	Gas	62,168	PTMISEA	2019/20			\$5,660
1304	Oct-13	2013	Glaval Legacy 37'	Cummins FRT	4UZADRDU6DCFD0613	32	2	Diesel	128,197	5311(f)	2019/20			\$6,127
1401	Dec-13	2014	Glaval Titan II	Chevrolet	1GB6G5BL9D1165883	16	2	Diesel	111,121	STIP	2020/21			\$5,830
1402	Aug-14	2014	Glaval Legacy 32'	Cummins FRT	4UZADRDU6ECFY6234	27	3	Diesel	119,372	STIP	2020/21			\$6,240
1403	Aug-14	2014	Glaval Legacy 32'	Cummins FRT	4UZADRDUXECFY6236	27	3	Diesel	121,961	STIP	2020/21			\$6,240
1404	Aug-14	2014	Glaval Legacy 32'	Cummins FRT	4UZADRDU8ECFY6235	27	3	Diesel	132,892	STIP	2020/21			\$6,240
1405	Aug-14	2014	Glaval Legacy 32'	Cummins FRT	4UZADRDU1ECFY6237	27	3	Diesel	127,724	STIP	2020/21			\$6,240
1406	May-14	2014	Elkhart	Ford	1FDEE3FL5EDA05684	7	2	Gas	14,772	5310	2019/20			\$5,660

LAKE TRANSIT AUTHORITY
 AGREEMENT - MANAGEMENT AND OPERATION - LAKE TRANSIT SYSTEM
APPENDIX D - VEHICLES AND EQUIPMENT

REVENUE VEHICLE FLEET

1407	May-14	2014	Elkhart	Ford	1FDEE3FL1EDA05682	7	2	Gas	8,820	5310	2019/20			\$5,660
1408	May-14	2014	Elkhart	Ford	1FDEE3FL3EDA05683	7	2	Gas	9,345	5310	2019/20			\$5,660
1501	Dec-15	2015	Glaval Legacy 35'	Cummins FRT	4UZADRDU2GCHK9540	29	2	Diesel	33,190	5311(f)	2021/22			\$6,240
1502	Dec-15	2015	Glaval Legacy 35'	Cummins FRT	4UZADRDU6GCHK9539	29	2	Diesel	54,534	5311(f)	2021/22			\$6,240
1601	Nov-16	2017	Glaval Legacy 32'	Cummins FRT	4UZADRDU9HCJC8216	27	3	Diesel	0	PTMISEA	2022/23			\$6,240
1602	Nov-16	2017	Glaval Legacy 32'	Cummins FRT	4UZADRDU0HCJC8217	27	3	Diesel	0	PTMISEA	2022/23			\$6,240
ORDERED														
Fleet No.	Delivery Date	Model Year	Model	Chassis	Vehicle Identification Number	Seated Capacity	W/C Capacity	Fuel	Mileage 6/30/16	Funding Source				Annual Premium
1701	Apr-17	2017	Goshen Coach "C"	Ford		18	2	Gas	0	PTMISEA				\$5,609
1702	Apr-17	2017	Goshen Coach "C"	Ford		18	2	Gas	0	PTMISEA				\$5,609
1703	Apr-17	2017	Goshen Coach "C"	Ford		18	2	Gas	0	PTMISEA				\$5,609
1704	Apr-17	2017	Goshen Coach "C"	Ford		18	2	Gas	0	PTMISEA				\$5,609
1705	Apr-17	2017	Goshen Coach "C"	Ford		18	2	Gas	0	PTMISEA				\$5,609
1706	Apr-17	2017	Goshen Coach "C"	Ford		18	2	Gas	0	PTMISEA				\$5,609
1707	Apr-17	2017	Goshen Coach "C"	Ford		18	2	Gas	0	PTMISEA				\$5,609
1708	Apr-17	2017	Goshen Coach "C"	Ford		18	2	Gas	0	PTMISEA				\$5,609

LAKE TRANSIT AUTHORITY
 AGREEMENT - MANAGEMENT AND OPERATION - LAKE TRANSIT SYSTEM
APPENDIX D - VEHICLES AND EQUIPMENT

REVENUE VEHICLE FLEET

STILL TO BE ORDERED IN 2016/17													
Fleet No.	Delivery Date	Model Year	Model	Chassis	Vehicle Identification Number	Seated Capacity	W/C Capacity	Fuel	Mileage 6/30/16	Funding Source			Annual Premium
1709	May-17	2017	Glaval Legacy 32'	Cummins FRT		27	3	Diesel	0	5339			\$6,298
1710	May-17	2017	Glaval Legacy 32'	Cummins FRT		27	3	Diesel	0	PTMISEA			\$6,298
1711	May-17	2017	Glaval Legacy 32'	Cummins FRT		27	3	Diesel	0	PTMISEA			\$6,298

LAKE TRANSIT AUTHORITY
AGREEMENT FOR OPERATIONS AND MAINTENANCE - LAKE TRANSIT SYSTEM
EXHIBIT D - VEHICLES AND EQUIPMENT

COMPUTER EQUIPMENT

<u>MFG</u>	<u>MODEL</u>	<u>SERVICE TAG</u>	<u>ESC</u>	<u>PURCHASED</u>	<u>USER</u>	<u>PROC</u>	<u>RAM</u>	<u>HDD</u>	<u>OPTICAL</u>	<u>NIC</u>	<u>O/S</u>
DELL	POWEREDGE T620	7NZCRW1	7NZCRW1	Feb-13	Admin LAKE RM2 (Routematch)	Xeon E5-2643 3.3	16.0GB	146GB x 8	DVD +/-RW	GB	Server 2008 STD
DELL	OPTIPLEX 7010	7ZXGRW1	174-100-024-81	Feb-13	Web Portal for AVL (Dispatch)	Dual Core i3	4.0GB	500GB	DVD ROM	GB	W7PRO
SONY	KDL40EX640 40" MONITOR	5053871	5053871	Feb-13	Web Portal Display for AVL (Dispatch)						
SMT 750	Power Supply	APC SMART	AS11711855	Feb-13	Admin						

TABLETS

<u>STATUS</u>	<u>PHONE NO.</u>	<u>IP ADDRESS</u>	<u>MFR.</u>	<u>MODEL</u>	<u>IMEI</u>	<u>DATE</u>	<u>RM DevID</u>	<u>RM DevName</u>	
spare			Samsung	Galaxy Tablet 10.1	990000270123690	Jun-2012	1	Lake1	upgraded
spare			Samsung	Galaxy Tablet 10.1	990000270149331	Jun-2012	14	Lake 14	upgraded
spare			Samsung	Galaxy Tablet 10.1	990000270124276	Jun-2012	3	Lake 3	upgraded
spare			Samsung	Galaxy Tablet 10.1	990000270124466	Jun-2012	12	Lake 12	upgraded
spare			Samsung	Galaxy Tablet 10.1	990000270161906	Jun-2012	15	Lake 15	upgraded
spare			Samsung	Galaxy Tablet 10.1	9900002709434120	Feb-2013	22	Lake 22	upgraded
spare			Samsung	Galaxy Tablet 10.1	990000270149349	Jun-2012	16	Lake16	upgraded
spare			Samsung	Galaxy Tablet 10.1	990000270153572	Jun-2012	18	Lake 18	upgraded
spare			Samsung	Galaxy Tablet 10.1	990000270165702	Jun-2012	17	Lake 17	upgraded
spare			Samsung	Galaxy Tablet 10.1	990000270153374	Jun-2012	2	Lake 2	upgraded
spare			Samsung	Galaxy Tablet 10.1	990000270149018	Jun-2012	7	Lake 7	Replaced SIM 8/13-upgraded
spare			Samsung	Galaxy Tablet 10.1	990000270160619	Jun-2012	6	Lake 6	upgraded
spare			Samsung	Galaxy Tablet 10.1	990000270149232	Jun-2012	4	Lake 4	upgraded
spare			Samsung	Galaxy Tablet 10.1	9900002701535001	Jun-2012	19	Lake 19	Replaced SIM 8/13-upgraded
spare			Samsung	Galaxy Tablet 10.1	990000270124441	Jun-2012	13	Lake 13	upgraded
spare			Samsung	Galaxy Tablet 10.1	9900002709360903	Apr-2013	23	Lake 23	upgraded
spare			Samsung	Galaxy Tablet 10.1	9900002709434146	Feb-2013	25	Lake 25	upgraded
spare			Samsung	Galaxy Tablet 10.1	9900002709406532	Feb-2013	20	Lake 20	upgraded
spare			Samsung	Galaxy Tablet 10.1	9900002709434327	Feb-2013	26	Lake 26	upgraded
spare			Samsung	Galaxy Tablet 10.1	9900002709406375	Feb-2013	21	Lake 21	upgraded
active	360-536-7252	166.154.95.165	Samsung	Galaxy Tab4 10.1	990004821886193	Feb-2015	24	Lake 24	new tablet
active	707-326-5313	166.154.95.194	Samsung	Galaxy Tab4 10.1	990004821875089	Feb-2015	9	Lake 9	new tablet
active	360-536-0379	166.154.95.161	Samsung	Galaxy Tab4 10.1	990004821894312	Feb-2015	5	Lake 5	new tablet
active	707-980-3514	166.154.95.185	Samsung	Galaxy Tab4 10.1	990004821888983	Feb-2015	10	Lake10	new tablet
active	707-980-1985	166.154.95.189	Samsung	Galaxy Tab4 10.1	990004821875071	Feb-2015	8	Lake 8	new tablet
active	707-980-9505	166.154.95.178	Samsung	Galaxy Tab4 10.1	990004821886219	Feb-2015	11	Lake 11	new tablet

EXHIBIT D
LAKE TRANSIT AUTHORITY - REQUEST FOR PROPOSALS
EQUIPMENT

Video Surveillance System

Quantity	Item	Each	Total
	1 HD DVR w/8TB HDD, DVD recorder with 32 camera capacity	\$ 4,175	\$ 4,175
	1 Driveway entry camera (w/electronic zoom lens)	\$ 875	\$ 875
	1 Bus yard overview camera (w/electronic zoom lens)	\$ 875	\$ 875
	7 Exterior IR med-range dome (building perimeter)	\$ 595	\$ 4,165
	8 Interior IR med-range dome (shop & offices)	\$ 495	\$ 3,960
	1 DC Power Supply for up to 32 cameras	\$ 495	\$ 495
	TOTAL		\$ 14,545
	1 ACT VIDEO MONITORING SYSTEM		
	1 MONITOR/MOUSE		
	Mutiple security cameras and key fob pads thru building		

Intrusion System

	1 Interlogix RF ready control communicator, LCD keypad	\$ 475	\$ 475
	2 Interlogix - Additional LCD Keypads	\$ 175	\$ 350
	1 Interlogix Supervised aux power supply expander	\$ 325	\$ 325
	1 Nema Outdoor Keypad Enclosure	\$ 145	\$ 145
	8 GE/Sentrol Industrial-grade steel door sensors	\$ 125	\$ 1,000
	10 GE/Sentrol pattern recognition glass break sensors	\$ 175	\$ 1,750
	4 Bosch motion sensors	\$ 175	\$ 700
	1 Moose MPI-30 40w Exterior Siren Speaker (shop)	\$ 125	\$ 125
	Interior alarm sounder, telephone interface, control transformer		Included
	Backup batteries		Included
	TOTAL		\$ 4,870

Access Control System

	1 Interlogix Access Control System	\$ 175	\$ 175
	3 Interlogix Key Fob Card Reader Stations	\$ 225	\$ 675
	60 Interlogix Key Fob Card Credentials	\$ 15	\$ 900
	3 Magnetic Door Locks	\$ 445	\$ 1,335
	3 Sentrol Request to Exit Buttons	\$ 125	\$ 375
	1 Power supply with backup battery	\$ 175	\$ 175
	TOTAL		\$ 3,635

EXHIBIT D
LAKE TRANSIT AUTHORITY
AGREEMENT - OPERATIONS AND MAINTENANCE - LAKE TRANSIT SYSTEM
EQUIPMENT

RADIO EQUIPMENT AND CAMERA UNITS

<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Number</u>
1 Radio System Base Unit	Motorola	Desk Trac	154SWN0292
1 Mobile Radio	Motorola	Radius m-1225 LS	
1 PA system amplifier		PBM30	
1 PA system outdoor spkr		SPC30RT	
1 Gooseneck Mic		MHL5S	

Vehicle Radios and Camera Systems				
	Veh #	Radio #	Make	Camera System Number Camera System Type
1	0802	600132	Kenwood	3649901007 BUS-WATCH
2	0803	200312	Kenwood	3649900492 BUS-WATCH
3	0901	A8A00769	Kenwood	NO CAMERA NO CAMERA
4	0902	A8A00770	Kenwood	NO CAMERA NO CAMERA
5	1001	B0500338	Kenwood	11247609100053 APOLLO
6	1002	B0500337	Kenwood	11247609100054 APOLLO
7	1003	B0180384	Kenwood	11247609100192 APOLLO
8	1004	B0180542	Kenwood	11247609100193 APOLLO
9	1005	B0180541	Kenwood	11247609100191 APOLLO
10	1006	B0B00107	Kenwood	NO CAMERA NO CAMERA
11	1007	B0180543	Kenwood	NO CAMERA NO CAMERA
12	1008	B1080544	Kenwood	NO CAMERA NO CAMERA
13	1101	B0B00106	Kenwood	11435610060461 APOLLO
14	1102	B0B00110	Kenwood	11435610060385 APOLLO
15	1103	B0B00056	Kenwood	11435610060380 APOLLO
16	1104	B0B00058	Kenwood	11495410080106 APOLLO
17	1105	B0B00336	Kenwood	11495410080104 APOLLO
18	1106	B0B00060	Kenwood	11495410080061 APOLLO
19	1107	B0B00057	Kenwood	11495410080107 APOLLO
20	1108	B0B00059	Kenwood	11494510080105 APOLLO
21	1301	B3100541	Kenwood	4220800184 REI
22	1302	B3100542	Kenwood	4220800137 REI
23	1303	B3100544	Kenwood	4220800146 REI
24	1304	B3600395	Kenwood	4375000051 REI
25	1401	B3B00100	Kenwood	4375000223 REI
26	1402	B4400703	Kenwood	4426500020 REI
27	1403	B3504082	Kenwood	4426500199 REI
28	1404	B3504083	Kenwood	4426500112 REI
29	1405	B4400705	Kenwood	4426500267 REI
30	1406	B4700240	Kenwood	5017200198 REI
31	1407	B2200184	Kenwood	5115100336 REI
32	1408	B5C10434	Kenwood	5239800683 REI
33	1501	B5B10866	Kenwood	4775800248 REI
34	1502	B5B10844	Kenwood	4775800848 REI
35	1601	B6910709	Kenwood	REI
36	1602	B6110219	Kenwood	REI

EXHIBIT D

LAKE TRANSIT AUTHORITY AGREEMENT - OPERATIONS AND MAINTENANCE - LAKE TRANSIT SYSTEM VEHICLES AND EQUIPMENT

Quantity	Year Purchased	Description
Vehicle Maintenance Equipment		
1	2004/05	Seafac Lift set
1	2004/05	AU 412 Seafac Wheel Adapters 16" wheels
1	2004/05	TBE 503s 18 ton support stands
1	2004/05	Overhead Fluid equipment and pumps
1	2016/17	Trailer Mounted Pressure Washer
Conference Room Furniture		
6	2012/13	60x24 Tables
50	2012/13	Chairs
Other		
1	2015/16	Picnic Table

APPENDIX D
LAKE TRANSIT AUTHORITY
AGREEMENT - OPERATIONS AND MAINTENANCE - LAKE TRANSIT SYSTEM
EQUIPMENT

SHELTERS AND BENCHES

	Year Installed	Brand	Description	Bench	Solar Lighted	Schedule Holder	Bus Route & Stop No.	Community	Location	Landmark	LAT	LONG
SHELTERS												
1	2000/01	Ace Alum	9' Aluminum and Glass	5 FT	No	Yes	1E-10.33	Clearlake Oaks	SR 20 & Keyes Blvd		W 122°39.365'	N 39°01.502'
2	1999/00	Ace Alum	9' Aluminum and Glass	6 FT	No	Yes	1W - 11.08	Clearlake	Lakeshore Dr & Howard	Hospice	W 122°38.704	N 38°57.269'
3	2004/05	Ace Alum	9' Aluminum and Glass	5 FT	No	Yes		Clearlake	Burns Valley Rd/Senior Ctr	Senior Center	W 122°37.859	N 38°57.957'
4	1999/00	Ace Alum	9' Aluminum and Glass	5 FT	No	Yes	1W-11.35	Lucerne	SR20 & 1st		W 122°48.059'	N 39°05.729'
5	1999/00	Ace Alum	9' Aluminum and Glass	5 FT	No	Yes	1W-11.38	Nice	SR20 & Keeling	Hinman Park	W 122°50.779'	N 39°07.385'
6	1999/00	Ace Alum	9' Aluminum and Glass	5 FT	No	Yes	4E-41.07	Lakeport	S. Main/Lakeport Blvd	Grocery Outlet	W 122°54.955'	N 39°02.048'
7	2004/05	Ace Alum	9' Aluminum and Glass	5 FT	No	Yes	4W-40.16	Lakeport	Parallel Dr/Social Security	Social Security	W 122°55.546'	N 39°02.078'
8	2007/08	Ace Alum	9' Aluminum and Glass	5 FT	No	Yes	11 and 12	Clearlake	Burns Valley Rd/Private Dr	Walnut Grove Sr Apts	W 122°37.543	N 38°58.776'
9	2004/05	Ace Alum	9' Aluminum and Glass	5 FT	No	Yes	10	Clearlake	Old 53 & Austin	Commons Apts	39.03683319330	-122.92267776500
10	2010/11	Tolar	17' High Peak Perforated Steel	2ea - 6' Steel	Yes	Yes	Main Tsfr	Clearlake	Dam Rd Extension	Ray's/Walmart	W 122°36.922'	N 38°55.802'
11	2010/11	Tolar	17' High Peak Perforated Steel	2ea - 6' Steel	Yes	Yes	Main Tsfr	Clearlake	Dam Rd Extension	Ray's/Walmart	W 122°36.922'	N 38°55.802'
12	2010/11	Tolar	17' High Peak Perforated Steel	2ea - 6' Steel	Yes	Yes	Main Tsfr	Clearlake	Dam Rd Extension	Ray's/Walmart	W 122°36.922'	N 38°55.802'
13	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	1W-11.34	Lucerne	SR2- & 5th	Visitor's Center	W 122°47.900'	N 39°05.556'
14	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	1W-11.32.5	Lucerne	SR20 & 13th (the Strand)	Tower Mart		
15	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	1E-10.04	Upper Lake	Main St, N of SR20	West Side of Street	39.16274555830	-122.91115351900
16	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	8 Loop-8.30	Lakeport	Lakeshore Dr & Walnut	People Services		
17	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	4E-41.11.5	Kelseyville	Main & 1st St	Phone Co.		
18	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	4W-40.08	Kelseyville	Main St west of Live Oak	Gas Hill	38.97622630470	-122.83315529900
19	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	3S	Middletown	SR29 & Young St	TriCounty Bank		
20	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	3N	Middletown	SR29 & Armstrong	Sr. Center/Library	38.75136932150	-122.61568535100
21	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	1E-10.46	Clearlake	Lakeshore/Old 53	VA Clinic	W 122°37.764'	N 38°56.991'
22	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	1W-11.03	Clearlake	Lakeshore/Old 53	St Helena Med Clinic	W 122°37.718	N 38°56.998'
23	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	3N-31.11	Lower Lake	9240 Highway 53	Lake Transit	38.02455944170	-121.31295447700
24	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	11, 12	Clearlake	Old Highway 53	Mendo Mill Lumber	W 122°37.860	N 38°56.729'
25	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	1, 11, 12	Clearlake	Yuba College Access Rd	Yuba College Bus Drive	38.93284613640	-122.61702672800
26	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	10, 11	Lower Lake	Lake Street & Main			
27	2010/11	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	10, 11	Lower Lake	Lake Street - LLHS	Lower Lake High School		
28	2010/11	Tolar	13' High Peak Victorian Glass	8' Steel Strap	Yes	Yes	4, 4A, 8	Lakeport	Main & 3rd	Library Park	W 122°54.933'	N 39°02.628'
29	2010/11	Tolar	9' High Peak Perforated Steel	4' Steel Strap	Yes	Yes	8L-8.33.5	Lakeport	811 Bevins St	WIC Office		
30	2015/16	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	8L	Lakeport	Access Driveway	Mendocino College		
31	2015/16	Tolar	13' High Peak Perforated Steel	8' Steel Strap	Yes	Yes	8L	Lakeport	2025 S. Main	K-Mart/Lake PD		
32	2015/16	Tolar	9' High Peak Perforated Steel	4' Steel Strap	Yes	Yes		Clearlake	to be determined			
33	2015/16	Tolar	9' High Peak Perforated Steel	4' Steel Strap	Yes	Yes		Clearlake	to be determined			

APPENDIX D
LAKE TRANSIT AUTHORITY
AGREEMENT - OPERATIONS AND MAINTENANCE - LAKE TRANSIT SYSTEM
EQUIPMENT

BENCHES

1	1999/00	Janus et cie	bench recycled plastic and steel	8FT	No	No	3N, 3S	Hidden Valley	Hartman/Hidden Valley	CSD	W 122°33.220'	N 38°48.852'
2	1999/00	Janus et cie	bench recycled plastic and steel	8FT	No	No		Clearlake	Lakeshore Dr & Austin	Austin Park	W 122°38.955	N 38°57.599'
3	1999/00	Janus et cie	bench recycled plastic and steel	8FT	No	No	1E	Clearlake Oaks	SR20/East of Lake St		W 122°40.157'	N 39°01.640'
4	1999/00	Janus et cie	bench recycled plastic and steel	8FT	No	No	1W	Clearlake Oaks	SR20/East of Acorn St	Red & White Market	W 122°40.472'	N 39°01.437'
5	1999/00	Janus et cie	bench recycled plastic and steel	8FT	No	No	1W	Nice	SR20/Manzanita	Nice Post Office	W 122°50.221'	N 39°07.241'
6	2010/11	Tolar	Bench - Strap Steel	6FT	No	No		Clearlake Oaks	SR20/West of Lake St	Eskaton Apts		
7	2010/11	Tolar	Bench - Strap Steel	6FT	No	No		Upper Lake	Main St, N of SR20	West Side of Street	39.16276327510	-122.91126602800
8	2010/11	Tolar	Bench - Strap Steel	6FT	No	No		Lucerne	SR20/8th St.	NW corner		
9	2010/11	Tolar	Bench - Strap Steel	6FT	No	No		Lucerne	SR20/9th St.	South side		
10	2010/11	Tolar	Bench - Strap Steel	6FT	No	No		Lucerne	SR20/Country Club	NW corner		
11	2010/11	Tolar	Bench - Strap Steel	6FT	No	No		Clearlake	6377 Old 53/Lakeview	Highlands Village Apts		
12	2010/11	Tolar	Bench - Strap Steel	6FT	No	No		Clearlake	6915 Old 53	Community School		
13	2010/11	Tolar	Bench - Strap Steel	6FT	No	No		Clearlake	7145 Old 53	Clearlake Apartments		

EXHIBIT “E”

Agreement - Management And Operation Of the Lake Transit System

LAKE TRANSIT RIDERS GUIDE AND BROCHURES

For the most current Rider’s Guide, please refer to the Lake Transit Authority website:

www.laketransit.org

For the best maps and schedules, click on the “Print Route Map” link below the name of the route on each individual route page. These are exact duplicates of the paper Rider’s Guide.

Draft copies of the Rider’s Guide will be mutually reviewed and approved prior to publication and posting on the website.

EXHIBIT F

**DIAL-A-RIDE
POLICIES, STANDARDS, CRITERIA
Revised 10-05-2005**

DESCRIPTION	POLICY, STANDARD, OR CRITERIA
SERVICE AREA BOUNDARIES	
BOUNDARIES: for Clearlake Dial-A-Ride:	Clockwise beginning at intersection of Lakeshore Drive and San Joaquin Avenue (Gooseneck Point), then as follows: San Joaquin Avenue, Country Club Drive, East Lake Drive, Burns Valley Road, Clearlake City Limit, State Route 53, La Rosa Plaza at S.R. 53 and Ogulin Canyon Road, S.R. 53, Hayes Avenue, Eureka Avenue, Chateau Avenue, Emile Avenue, Davis Avenue, Parker Avenue alignment, Cache Creek, <i>Herndon Creek, Bonham Road, Morgan Valley Road, S.R. 29, Bell Park Avenue, Suzan Drive, Bell Avenue (including Bell Circle North and Bell Circle South), S.R. 29, Lee Barr Drive, Kugelman Street, S.R. 53, Anderson Ranch Parkway, S.R. 53</i> , Clearlake City Limit along Cache Creek and Clear Lake, continuing to Gooseneck Point (Lakeshore Drive and San Joaquin Avenue). Lower Lake area boundaries are in italics. Notwithstanding the above, Dial-A-Ride coverage shall be expanded so as to be available each Friday, excluding holidays, to any ADA paratransit eligible individual at any accessible location within the City of Clearlake limits.
BOUNDARIES: for Lakeport Dial-A-Ride:	Clockwise beginning at intersection of Robin Hill Drive and Lakeshore Drive, then as follows: Lakeshore Drive, shore of Clear Lake, Mission Rancheria Road, Soda Bay Road, Highland Springs Road, Sky Park Drive, Workright Circle, Matthews Road, George Road, Highway 175, Parallel Drive, Todd Road alignment, Lakeport City Limit, Scotts Valley Road to a point 1/4 mile west of S.R. 29, continuing 1/4 mile west of S.R. 29 alignment, to Robin Hill Drive alignment, ending at intersection of Robin Hill Drive and Lakeshore Drive.
HOURS OF OPERATION	
Dial-A-Ride Hours	7:00 a.m. to 6:00 p.m. (First pickup to last drop-off)
Paratransit Hours	With a prior day reservation for an eligible trip, service shall be provided to ADA certified eligible individuals during the same hours that fixed route service is available in the area.

EXHIBIT F, Continued

**DIAL-A-RIDE
POLICIES, STANDARDS, CRITERIA
Revised 10-05-2005**

DESCRIPTION	POLICY, STANDARD, OR CRITERIA
SERVICE LEVEL STANDARDS	
Demand-Response Wait Time:	50% of passengers picked up within 30 minutes 100% of passengers picked up within 60 minutes
Reservation Policy	Reservations may be made one to seven days prior to the day of service. Trips scheduled on the same day will be counted as demand-response trips.
Subscription Reservation Policy	Subscription "standing" reservations are accepted, but may not consume more than 50% of the available Dial-A-Ride capacity during any given hour of operation.
Reservation Reliability	Ninety percent (90%) of reservation trips will be served within a 30 minute window (plus or minus 15 minutes from the recorded reservation time)
Paratransit Reservation Guarantee	Paratransit service for ADA eligible and certified individuals shall be provided within one hour of the requested pickup or drop-off time, as appropriate, in response to a request for service made the previous day or up to seven days in advance.
Ride-Time (the elapsed time between passenger pickup and drop off):	75% of passengers dropped off within 30 minutes 100% of passengers dropped off within 60 minutes
No-Show Ratio	On average, there will be less than one no-show per 20 passenger trips.
Point of Service	Service shall be curb-to-curb unless door-to-door service is requested by an elderly or disabled passenger.
Carry-On Items	Assistance is available to elderly and disabled passengers. Limit of 4 packages of up to 25 lbs. each.
FARES	
General Public:	\$5.00 same day (\$2.50 with one day prior reservation)
Senior Citizens	\$2.00
Senior Center Program	\$0.75
ADA/Disabled	\$2.00
ADA Companion	\$2.00 (must have same origin & destination as ADA passenger.
ADA Attendant (PCA)	Free
Children	Up to 2 children, age 6 and under, per accompanying adult: Free

EXHIBIT "G"

AGREEMENT - MANAGEMENT AND OPERATION OF THE LAKE TRANSIT AUTHORITY SYSTEM

Operations and Maintenance Facility Use Agreement

This Operations and Maintenance Facility Use Agreement ("Facility Agreement") is entered into as a condition of the Lake Transit System Management and Operation Agreement between Lake Transit Authority (LTA) and Paratransit Services, Inc. (CONTRACTOR) and is incorporated therein and shall be for the same term.

Premises. LTA hereby agrees to allow CONTRACTOR to utilize the Operations and Maintenance Facility and adjacent yard areas located at 9240 Highway 53 and illustrated on the attached site plan.

Delivery of Premises. LTA shall deliver to CONTRACTOR a facility and yard area which shall be clean and in an acceptable physical condition for use for the purpose intended and the CONTRACTOR shall agree to assume all responsibility for the continued maintenance of the described areas in a condition not less than that which the areas were in at the time of commencement of this Agreement.

Improvements. The LTA shall retain control, ownership and approval rights to all CONTRACTOR-installed improvements. At the expiration of the Agreement, CONTRACTOR shall revert all claim and title to CONTRACTOR improvements to the LTA. These improvements are classified as improvements that are, in some manner, attached to the physical structure of the Operations and Maintenance Facility and would result in cosmetic or structural damage to the Operations and Maintenance Facility upon their removal. In the event CONTRACTOR wishes to retain possession of any such improvement upon expiration of this Agreement, CONTRACTOR shall be liable for all costs necessary to restore the affected area or areas to the original condition agreed upon at the commencement date of the Agreement. The method of repair shall be at the sole discretion of the LTA.

Condition of Premises During and at Expiration of Agreement. CONTRACTOR shall, along with the LTA's Transit Manager, inspect and agree upon the condition of the Operations and Maintenance Facility and yard area at the inception of the Lake Transit System Management, Operations, and Maintenance Services Agreement. An exit inspection of the Operations and Maintenance Facility and yard area shall be conducted at the expiration of the Contract to determine the extent of repair or refurbishment required to return the Operations and Maintenance Facility and yard area to their original condition as agreed upon at the beginning of the Contract allowing for normal wear experienced during the term of the Contract.

Facility Cleaning and Maintenance. The CONTRACTOR shall maintain the office areas, meeting rooms, restrooms, maintenance shop, and all yard areas in a clean, neat,

professional manner; and shall be solely responsible for all routine cleaning, maintenance, and trash removal, except that LTA shall pay for routine landscape maintenance as a pass-through expense.

Facility Equipment and Systems Maintenance. The CONTRACTOR shall document and submit a preventive maintenance program for the Operations and Maintenance Facility within 60 days following the effective date of this agreement. The CONTRACTOR's preventive maintenance program shall adhere to the recommended preventive maintenance schedules and applicable warranty requirements for all facility-related equipment and systems, including lighting, plumbing, electrical and mechanical equipment and systems such as HVAC, wastewater filtration, fluid delivery, hydraulic lift, overhead door, fire suppression, video surveillance, public address, and alarm systems.

Facility Repairs. The CONTRACTOR shall be responsible to monitor the condition of the Operations and Maintenance Facility. When repairs are needed to correct loss or damage, or to correct for normal wear and tear, the CONTRACTOR shall perform or designate suppliers to perform all repairs costing up to \$500 per occurrence. If the CONTRACTOR determines that repairs will exceed \$500 for a single occurrence, then the CONTRACTOR shall notify LTA with a written description of the repair needed and, if practicable, a repair estimate and recommended course of action. CONTRACTOR shall allow adequate and reasonable time for the Authority to determine the extent of the situation and repair the noted problem or authorize CONTRACTOR to repair the problem, if needed.

The LTA, as the legal owner of the facility, shall assume responsibility for the repair of structural or building-related equipment failures exceeding \$500 per occurrence and not resulting from negligent use or operation of the Facility or the provided equipment by the CONTRACTOR and its employees, agents, or vendors. If repairs are required due to the negligent act or acts of one or more of its employees, agents, or vendors, CONTRACTOR shall be liable for the cost of all repairs required to return the damaged portion of the Operations and Maintenance Facility to a condition acceptable to LTA management. CONTRACTOR shall notify the LTA Transit Manager of the damage. The LTA Transit Manager will assess the extent of the damage and direct the needed repairs.

Hazardous Materials Program. The CONTRACTOR shall develop and actively maintain a Hazardous Materials Handling, Disposal, and Monitoring system including a regularly scheduled safety and training program as prescribed by Federal, State, and Local laws and regulations. Records regarding the purchase, storage, and disposition of hazardous materials shall be maintained as required by Federal, State, and Local laws and regulations. No hazardous material or any Proposition 65 material shall be delivered to or placed within the Operations and Maintenance Facility without a current Material Safety Data Sheet (MSDS) on file in the CONTRACTOR's vehicle maintenance shop area.

Licenses and Permits. The CONTRACTOR assures that all facility licenses and permits are maintained and ensures satisfactory annual inspections.

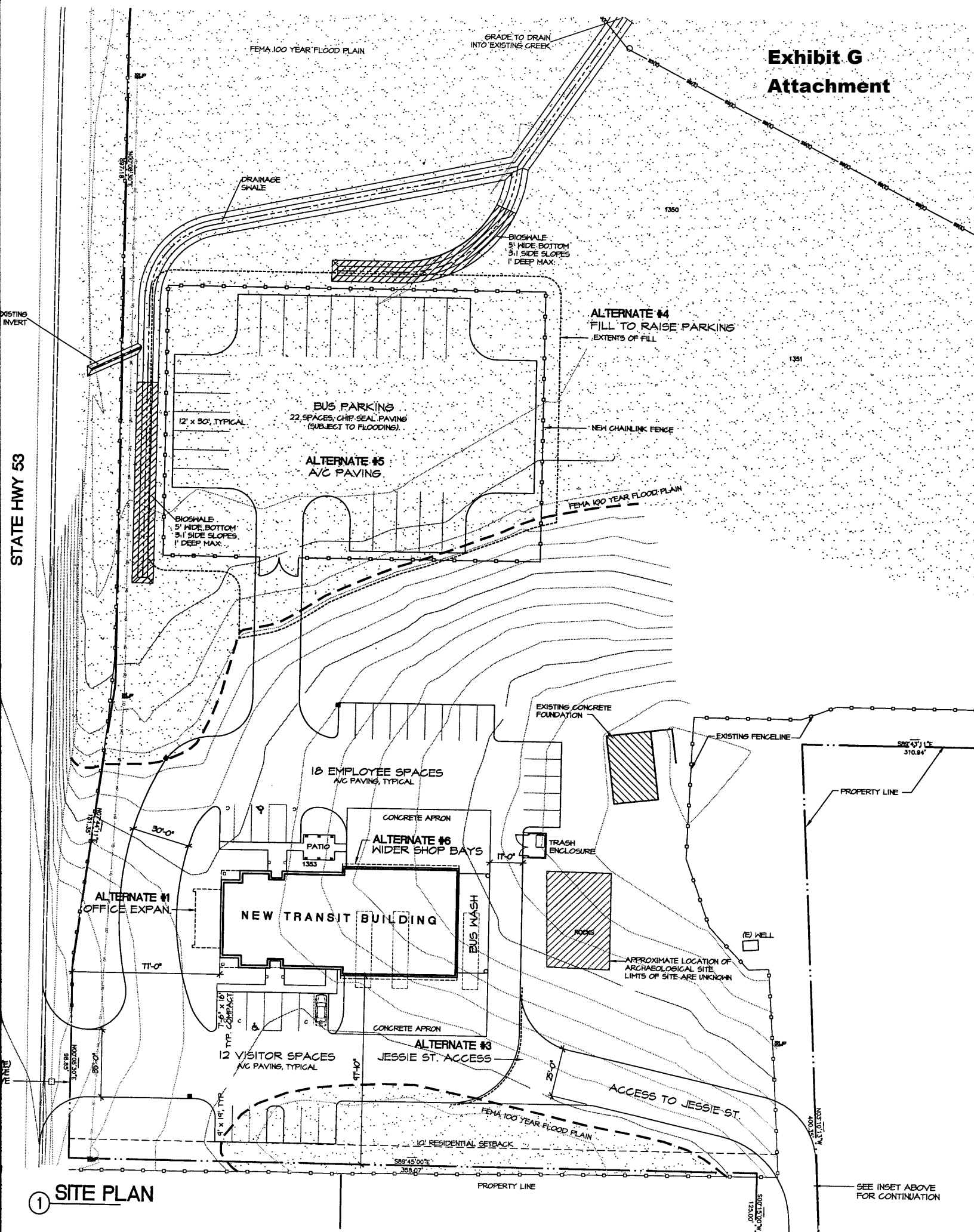
Utilities: The CONTRACTOR shall be responsible to provide electricity and propane consumed at the facility. LTA will pay for water and sewer service.

Landscape Maintenance: The landscape maintenance shall be provided by a sub-CONTRACTOR that is mutually agreeable to the LTA and CONTRACTOR, and landscape maintenance expense will be paid on a pass-through basis by LTA.

Cultural Resource Protection: The LTA site contains potential cultural resources in the area east of the bus wash and adjacent parking. The approximate area is identified on the attached site plan. CONTRACTOR will avoid digging or other activities that may disturb cultural resources in this area. Normal landscape maintenance such as clearing of native grasses is acceptable and will not disturb the resources.

Trash Removal Service. CONTRACTOR shall maintain trash removal services for disposal of trash generated at the Operations and Maintenance Facility.

**Exhibit G
Attachment**



1 SITE PLAN

EXHIBIT “H”

**AGREEMENT - MANAGEMENT AND OPERATION
OF THE LAKE TRANSIT AUTHORITY SYSTEM**

SUCCESSFUL OFFEROR’S PROPOSAL

TO BE ATTACHED HERETO

AS EXHIBIT H.

**AMENDMENT NO. 1 TO THE AGREEMENT
FOR LAKE TRANSIT SYSTEM
MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES**

Pursuant to Paragraph 6.1 (Amendment) of the Agreement between Lake Transit Authority and Paratransit Services, Inc., the parties hereto wish to amend the third paragraph of Section 2.9 (Training of Drivers and Operations Personnel) of Exhibit B – Scope of Work of the Agreement to read as follows:

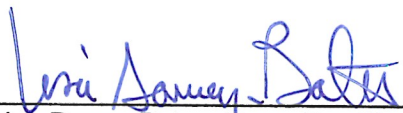
All drivers shall be certified as having completed CONTRACTORS formal training course for new drivers as approved by LTA and be licensed with a valid California ~~Class-B~~ operator's license of the required class for the vehicle operated with appropriate certification(s) and medical card. Drivers of transit buses shall possess a transit bus certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. If applicable, drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Agreement to be executed on this 13th day of November 2019.

LAKE TRANSIT AUTHORITY

PARATRANSIT SERVICES, INC.

By



Lisa Davey-Bates, Executive Director

By



David Baker, President/CEO

Federal Tax I.D. # 91-1253112

**AMENDMENT NO. 2 TO THE AGREEMENT
FOR LAKE TRANSIT SYSTEM
MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES**

Pursuant to Section 12.3 Option Term of the Agreement between Lake Transit Authority and Paratransit Services, Inc., the parties hereto wish to extend management, operations and maintenance services provided by CONTRACTOR for a period of a one-year duration under the following terms:


- A. A FIXED HOURLY RATE per Vehicle Revenue Hour of \$34.16 from July 1, 2020 through June 30, 2021.
- B. A FIXED MONTHLY RATE of \$91,679 per month from July 1, 2020 through June 30, 2021. The monthly rate shall compensate CONTRACTOR for all cost elements assigned to CONTRACTOR for work described in ARTICLE 5 – SCOPE OF WORK and further detailed in the attached EXHIBIT "A", SCOPE OF WORK, except those specifically included under Section 9.1(A) Fixed Hourly Rate, Section 9.1(C) – Fixed Rate Per Shelter Cleaned, Section 9.2 - Fuel Price Formula; and, Section 9.3 Engine, Transmission And Differential Expense Reimbursements.
- C. A FIXED RATE PER SHELTER of \$16.83 per shelter cleaned.

ALL OTHER CONDITIONS of the original agreement shall remain in full force and effect unless amended in writing by both LTA and Contractor.

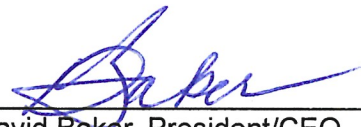
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Agreement to be executed on this 6th day of May 2020.

LAKE TRANSIT AUTHORITY

PARATRANSIT SERVICES, INC.

By 

Lisa Davey-Bates, Executive Director

By 

David Baker, President/CEO

Federal Tax I.D. # 91-1253112

**AMENDMENT NO. 3 TO THE AGREEMENT FOR
MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES
BETWEEN LAKE TRANSIT AUTHORITY AND PARATRANSIT SERVICES**

This amendment is made effective June 3, 2020 by and between Lake Transit Authority (hereinafter referred to as the “LTA”) and Paratransit Services (hereinafter referred to as “CONTRACTOR”).

1. Recitals

On April 28, 2017, the parties entered into an Agreement for Management, Operations and Maintenance Services (the “Original Agreement”), Amendment #1 on November 13, 2019 and then on May 6, 2020 the parties entered into Amendment #2, extending the Original Agreement through June 30, 2021.

The Original Agreement set forth the terms under which the CONTRACTOR would provide Management, Operations and Maintenance Services for LTA.

Following the execution of the Original Agreement and subsequent amendments, a worldwide pandemic involving the COVID-19 coronavirus greatly impacted transit operations of LTA.

As a result of the COVID-19 pandemic, on March 4, 2020 Governor Newsom, Governor of the State of California proclaimed a State of Emergency to exist in California.

On March 9, 2020, Gary Pace, Health officer of the County of Lake, pursuant to Health & Safety Code section 101080, declared a local health emergency in Lake County.

On March 19, 2020, the Health Officer for the County of Lake issued a “stay at home” order for all individuals, except for certain essential activities and work to provide essential business and government services or perform essential public infrastructure construction.

Due to the pandemic, transit ridership dropped significantly, the amount of service operated has been reduced, and the manner of how these services are operated has been modified to minimize contact between passengers and transit operating personnel as well as between passengers themselves.

There is a serious concern that if the CONTRACTOR does not maintain adequate staffing levels, the transit system will be unable to increase services when needed, hence, this Amendment is deemed necessary to allow CONTRACTOR to maintain a sufficient, qualified workforce when a greater demand for transit services resumes.

Funding under the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act authorized and appropriated funding to LTA for operating and maintenance expenses that occur on or after January 20, 2020 even if the original contract did not meet all Federal requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, covenants and agreements of the parties, the parties do agree as follows:

2. Amendment: The parties agree to amend the Agreement as follows:

a. Payment

The price formulas set forth in Section 9 of the Original Agreement provided for a Fixed Hourly Rate payment based on the actual time that each revenue vehicle is in service and available to passengers upon the number of vehicle service hours operated (Section 9.1(a)) and a Fixed Monthly Rate (Section 9.1(b)) to compensate CONTRACTOR for all remaining cost elements assigned to CONTRACTOR for work described in the Scope of Work.

For the duration of time that this Section 2 remains in effect, CONTRACTOR shall receive the agreed upon fixed monthly payment as well as the variable rate payment pursuant for the number of vehicle service hours operated as well as additional payments as defined below to maintain its workforce at an acceptable level of staffing.

Effective June 3, 2020, and thereafter CONTRACTOR shall pay wages and fringe benefits for employees (at an acceptable staffing level) per the extension of the Original Agreement (dated May 6, 2020) whether or not such employees are directly involved in the provision of transit services including the provision of transit services different from those which might be otherwise assigned to such employees (for example, a bus driver may be assigned duties different from driving a bus but still performing services for the benefit of the Authority). It is the intent of this Amendment to compensate the CONTRACTOR for the additional costs incurred by CONTRACTOR to maintain its workforce staffing levels at acceptable levels for the term of this Amendment.

If approved by LTA's Executive Director, CARES Act funding can also be used to pay reasonable (monthly) hazard bonuses to the CONTRACTOR for employees that worked during the state of emergency in order for the CONTRACTOR to maintain services and readiness in case of a reduction of services. Eligible employees cannot collect state or federal unemployment benefits during the eligible time-period.

These additional compensation measures are being taken to maintain a highly trained and skilled workforce during and beyond the current pandemic. As such, CONTRACTOR shall maintain its workforce to the best of their abilities.

For the duration of time that this Agreement remains effective, CONTRACTOR shall provide LTA with documentation which shall include:

1. Documentation requested by the Authority's Executive Director to substantiate claimed expenses are reasonable and allowable under the terms of the Federal CARES Act.

2. A monthly invoice reflecting the difference between the number of vehicle service hours operated by each employee for the period in question, and the average monthly regular payroll hours of employees paid under the Fixed Hourly Rate during the period of November 2019 through January 2020 for the purpose of calculating the additional administrative leave costs in terms of their regular wages and benefits. The invoice shall itemize these hours by identifying the employee I.D. # and job title of all employees receiving wages and benefits for the payroll period in question. Such costs are not to include overtime, bonuses, or other special compensation.
3. Monthly hazard bonus payments will be made to existing employees, retroactive to March 2020, when the State of Emergency was declared by the Governor of California and Lake County's Public Health Officer. Monthly bonus payments are eligible to existing employees who work at least eight (8) hours per month. Hazard pay bonuses are not to exceed a total of \$1,000 per month for full-time employees (at least 32 hours per week) or \$500 for part-time employees (at least 8 hours per week). Monthly invoices shall identify the employee I.D. #, job title and hours worked for all employees receiving hazard bonuses who continue to work to maintain existing service and retain services when ridership increases and regular service resumes.

b. Facilities, Equipment and Other Materials and Obligations

CARES Act provides funding to pay for personal protective equipment (PPE) and other protective equipment or equipment related to protective equipment which may be deemed necessary by the Executive Director of the LTA.

3. Effectiveness of the Agreement:

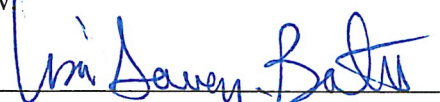
With the advance approval of the LTA Executive Director, CONTRACTOR may seek reimbursement for unforeseen, extraordinary pandemic related expenses to accomplish the intent of this Amendment and the Original Agreement.

The modified price structure under Section 9 of the Original Agreement shall remain in effect under this Amendment until funding under the Federal CARES Act has been fully expended or two weeks after the Authority's notice to CONTRACTOR that payments under this Amendment shall terminate.

4. Original Agreement Unchanged

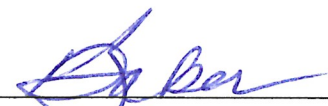
Except as modified by this Amendment, the terms and provisions of the Original Agreement and subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as set forth below



Lisa Davey-Bates, Executive Director
Lake Transit Authority

Date: 6-22-20



David Baker, President/CEO
Paratransit Services

Date: 6/18/2020

**AMENDMENT NO. 4 TO THE AGREEMENT
FOR LAKE TRANSIT SYSTEM
MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES**

Pursuant to Section 12.3 Option Term of the Agreement between Lake Transit Authority and Paratransit Services, Inc., the parties hereto wish to extend management, operations and maintenance services provided by CONTRACTOR for a period of a one-year duration under the following terms:

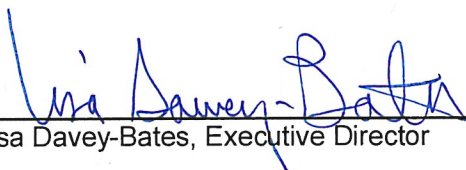
- A. A FIXED HOURLY RATE per Vehicle Revenue Hour of \$35.81 from July 1, 2021 through June 30, 2022.
- B. A FIXED MONTHLY RATE of \$95,519.00 per month from July 1, 2021 through June 30, 2022. The monthly rate shall compensate CONTRACTOR for all cost elements assigned to CONTRACTOR for work described in ARTICLE 5 – SCOPE OF WORK and further detailed in the attached EXHIBIT "A", SCOPE OF WORK, except those specifically included under Section 9.1(A) Fixed Hourly Rate, Section 9.1(C) – Fixed Rate Per Shelter Cleaned, Section 9.2 - Fuel Price Formula; and, Section 9.3 Engine, Transmission And Differential Expense Reimbursements.
- C. A FIXED RATE PER SHELTER of \$17.54 per shelter cleaned.

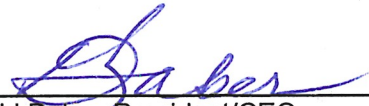
ALL OTHER CONDITIONS of the original agreement shall remain in full force and effect unless amended in writing by both LTA and Contractor.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to the Agreement to be executed on this 15th day of June 2021.

LAKE TRANSIT AUTHORITY

PARATRANSIT SERVICES, INC.

By 
Lisa Davey-Bates, Executive Director

By 
David Baker, President/CEO
Federal Tax I.D. # 91-1253112

**AMENDMENT NO. 5 TO THE AGREEMENT
FOR LAKE TRANSIT SYSTEM
MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES**

Pursuant to Section 12.3 Option Term of the Agreement between Lake Transit Authority and Paratransit Services, Inc., the parties hereto wish to extend management, operations and maintenance services provided by CONTRACTOR for a period of a one-year duration under the following terms:

- A. A FIXED HOURLY RATE per Vehicle Revenue Hour of \$38.32 from July 1, 2022 through June 30, 2023.
- B. A FIXED MONTHLY RATE of \$102,210.00 per month from July 1, 2022 through June 30, 2023. The monthly rate shall compensate CONTRACTOR for all cost elements assigned to CONTRACTOR for work described in ARTICLE 5 – SCOPE OF WORK and further detailed in the attached EXHIBIT "A", SCOPE OF WORK, except those specifically included under Section 9.1(A) Fixed Hourly Rate, Section 9.1(C) – Fixed Rate Per Shelter Cleaned, Section 9.2 - Fuel Price Formula; and, Section 9.3 Engine, Transmission and Differential Expense Reimbursements.
- C. A FIXED RATE PER SHELTER of \$18.77 per shelter cleaned.

ALL OTHER CONDITIONS of the original agreement shall remain in full force and effect unless amended in writing by both LTA and Contractor.


IN WITNESS WHEREOF, the parties have caused this Amendment No. 5 to the Agreement to be executed on this 1st day of June 2022.

LAKE TRANSIT AUTHORITY

PARATRANSIT SERVICES, INC.

By 

Lisa Davey-Bates, Executive Director

By 

David Baker, President/CEO
Federal Tax I.D. # 91-1253112

**AMENDMENT NO. 6 TO THE AGREEMENT
FOR COVID BONUS TO
DISPATCH, DRIVER, AND MECHANIC STAFF**

Pursuant to Section 6.1 Amendment between Lake Transit Authority and Paratransit Services, Inc., the parties hereto wish to amend the management, operations and maintenance services provided by CONTRACTOR for a period of a one-year duration under the following terms:

A. A FIXED HOURLY RATE of \$1.50 per hour worked, in addition to employees regular hourly pay, will be provided to dispatch, driver, and mechanic staff as a COVID bonus. Management and supervision are not subject to this increase.

B. For the duration of time that this Amendment remains in effect, CONTRACTOR shall receive the agreed upon COVID Bonus payment as well as the Fixed Hourly Rate, Fixed Monthly Rate, and Fixed Rate Per Bus Stop Cleaned identified in the original Agreement (Contract No. 71720) and subsequent Amendments.

C. It is the intent of this Amendment to compensate the CONTRACTOR to maintain its workforce staffing levels at acceptable levels for the term of this Amendment. These additional compensation measures are being taken to maintain a highly trained and skilled workforce during and beyond the current pandemic. As such, CONTRACTOR shall maintain its workforce to the best of their abilities.

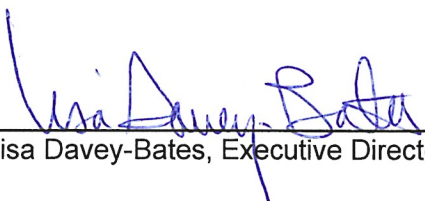
For the duration of time that this Agreement remains effective, CONTRACTOR shall provide LTA with documentation which shall include:

1. Documentation requested by the Authority's Executive Director to substantiate claimed expenses are reasonable and comply with all applicable FTA regulations policies, procedures and directives, including without limitation to those listed directly or by reference in the Master Agreement.
2. A monthly invoice reflecting hours by identifying the employee I.D. # and job title of all employees receiving wages for the payroll period. Such costs are not to include overtime, bonuses, or other special compensation.
3. Bonus payments will be made to existing employees, effective July 1, 2022, and are eligible to existing employees who work at least eight (8) hours per month to maintain existing service and retain services when ridership increases and regular service resumes. Bonuses are not to exceed a total of \$250 per month for full-time employees (at least 32 hours per week).

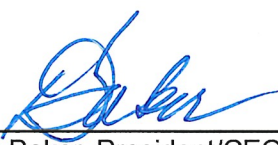
ALL OTHER CONDITIONS of the original agreement shall remain in full force and effect unless amended in writing by both LTA and Contractor.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 6 to the Agreement to be executed on this 20th day of July 2022.

LAKE TRANSIT AUTHORITY

By 
Lisa Davey-Bates, Executive Director

PARATRANSIT SERVICES, INC.

By 
David Baker, President/CEO
Federal Tax I.D. # 91-1253112

**AMENDMENT NO. 7 TO THE AGREEMENT
FOR LAKE TRANSIT SYSTEM
MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES**

Pursuant to Section 12.3 Option Term of the Agreement between Lake Transit Authority and Paratransit Services, Inc., the parties hereto wish to extend management, operations and maintenance services provided by CONTRACTOR for a period of a one-year duration under the following terms:

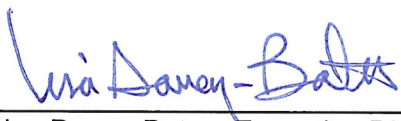
- A. A FIXED HOURLY RATE per Vehicle Revenue Hour of \$40.80 from July 1, 2023 through June 30, 2024.
- B. A FIXED MONTHLY RATE of \$108,854.00 per month from July 1, 2023 through June 30, 2024. The monthly rate shall compensate CONTRACTOR for all cost elements assigned to CONTRACTOR for work described in ARTICLE 5 – SCOPE OF WORK and further detailed in the attached EXHIBIT "A", SCOPE OF WORK, except those specifically included under Section 9.1(A) Fixed Hourly Rate, Section 9.1(C) – Fixed Rate Per Shelter Cleaned, Section 9.2 - Fuel Price Formula; and, Section 9.3 Engine, Transmission and Differential Expense Reimbursements.
- C. A FIXED RATE PER SHELTER of \$19.99 per shelter cleaned.


ALL OTHER CONDITIONS of the original agreement shall remain in full force and effect unless amended in writing by both LTA and Contractor.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 7 to the Agreement to be executed on this 7th day of June 2023.

LAKE TRANSIT AUTHORITY

PARATRANSIT SERVICES, INC.

By 
Lisa Davey-Bates, Executive Director

By 
David Baker, President/CEO
Federal Tax I.D. # 91-1253112

**AMENDMENT NO. 8 TO THE AGREEMENT
FOR COVID BONUS TO
DISPATCH, DRIVER, AND MECHANIC STAFF**

Pursuant to Section 6.1 Amendment between Lake Transit Authority and Paratransit Services, Inc., the parties hereto wish to amend the management, operations and maintenance services provided by CONTRACTOR for a period of a one-year duration under the following terms:

A. A FIXED HOURLY RATE of \$1.50 per hour worked, in addition to employees' regular hourly pay, will be provided to dispatch, driver, and mechanic staff as a COVID bonus. Management and supervision are not subject to this increase.

B. For the duration of time that this Amendment remains in effect, CONTRACTOR shall receive the agreed upon COVID Bonus payment as well as the Fixed Hourly Rate, Fixed Monthly Rate, and Fixed Rate Per Bus Stop Cleaned identified in the original Agreement (Contract No. 71720) and subsequent Amendments.

C. It is the intent of this Amendment to compensate the CONTRACTOR to maintain its workforce staffing levels at acceptable levels for the term of this Amendment. These additional compensation measures are being taken to maintain a highly trained and skilled workforce during and beyond the current pandemic. As such, CONTRACTOR shall maintain its workforce to the best of their abilities.

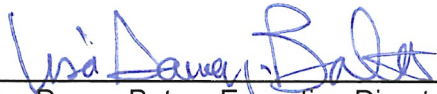
For the duration of time that this Agreement remains effective, CONTRACTOR shall provide LTA with documentation which shall include:

1. Documentation requested by the Authority's Executive Director to substantiate claimed expenses are reasonable and comply with all applicable FTA regulations policies, procedures and directives, including without limitation to those listed directly or by reference in the Master Agreement.
2. A monthly invoice reflecting hours by identifying the employee I.D. # and job title of all employees receiving wages for the payroll period. Such costs are not to include overtime, bonuses, or other special compensation.
3. Bonus payments will be made to existing employees, effective July 1, 2023, and are eligible to existing employees who work at least eight (8) hours per month to maintain existing service and retain services when ridership increases and regular service resumes. Bonuses are not to exceed a total of \$250 per month for full-time employees (at least 32 hours per week).

ALL OTHER CONDITIONS of the original agreement shall remain in full force and effect unless amended in writing by both LTA and Contractor.


IN WITNESS WHEREOF, the parties have caused this Amendment No. 8 to the Agreement to be executed on this 7th day of June 2023.

LAKE TRANSIT AUTHORITY

By 

Lisa Davey-Bates, Executive Director

PARATRANSIT SERVICES, INC.

By 

David Baker, President/CEO
Federal Tax I.D. # 91-1253112

**AMENDMENT NO. 9 TO THE AGREEMENT
FOR LAKE TRANSIT SYSTEM
MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES**

Pursuant to Section 12.2 Month-to-Month Extensions of the Agreement between Lake Transit Authority and Paratransit Services, Inc., the parties hereto wish to extend management, operations and maintenance services provided by CONTRACTOR for a period of a one-month duration under the following terms:

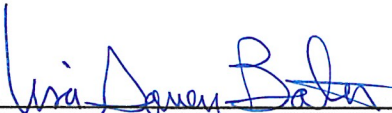
- A. A FIXED HOURLY RATE per Vehicle Revenue Hour of \$40.80 from July 1, 2024 through July 31, 2024.
- B. A FIXED MONTHLY RATE of \$108,854.00 per month from July 1, 2024 through July 31, 2024. The monthly rate shall compensate CONTRACTOR for all cost elements assigned to CONTRACTOR for work described in ARTICLE 5 – SCOPE OF WORK and further detailed in the attached EXHIBIT "A", SCOPE OF WORK, except those specifically included under Section 9.1(A) Fixed Hourly Rate, Section 9.1(C) – Fixed Rate Per Shelter Cleaned, Section 9.2 - Fuel Price Formula; and, Section 9.3 Engine, Transmission and Differential Expense Reimbursements.
- C. A FIXED RATE PER SHELTER of \$19.99 per shelter cleaned.
- D. This Amendment shall terminate sooner than the one-month term of this Amendment upon the mutual execution of a subsequent amendment to the Agreement that provides for a final one-year extension of the Agreement. In the event a further amendment is executed, this Amendment shall no longer be of force and shall be superseded by the further amendment.

ALL OTHER CONDITIONS of the original agreement shall remain in full force and effect unless amended in writing by both LTA and Contractor.

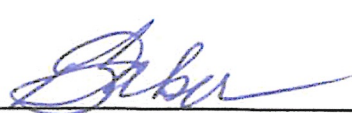
IN WITNESS WHEREOF, the parties have caused this Amendment No. 9 to the Agreement to be executed on this 26th day of June 2024.

LAKE TRANSIT AUTHORITY

PARATRANSIT SERVICES, INC.

By 

Lisa Davey-Bates, Executive Director

By 

David Baker, President/CEO
Federal Tax I.D. # 91-1253112

**AMENDMENT NO. 10 TO THE AGREEMENT
FOR COVID BONUS TO
DISPATCH, DRIVER, AND MECHANIC STAFF**

Pursuant to Section 6.1 Amendment between Lake Transit Authority and Paratransit Services, Inc., the parties hereto wish to amend the management, operations and maintenance services provided by CONTRACTOR for period of a one-month duration under the following terms:

A. A FIXED HOURLY RATE of \$1.50 per hour worked, in addition to employees' regular hourly pay, will be provided to dispatch, driver, and mechanic staff as a COVID bonus. Management and supervision are not subject to this increase.

B. For the duration of time that this Amendment remains in effect, CONTRACTOR shall receive the agreed upon COVID Bonus payment as well as the Fixed Hourly Rate, Fixed Monthly Rate, and Fixed Rate Per Bus Stop Cleaned identified in the original Agreement (Contract No. 71720) and subsequent Amendments.

C. It is the intent of this Amendment to compensate the CONTRACTOR to maintain its workforce staffing levels at acceptable levels for the term of this Amendment. These additional compensation measures are being taken to maintain a highly trained and skilled workforce beyond the pandemic. As such, CONTRACTOR shall maintain its workforce to the best of their abilities.

For the duration of time that this Agreement remains effective, CONTRACTOR shall provide LTA with documentation which shall include:

1. Documentation requested by the Authority's Executive Director to substantiate claimed expenses are reasonable and comply with all applicable FTA regulations policies, procedures and directives, including without limitation to those listed directly or by reference in the Master Agreement.
 2. A monthly invoice reflecting hours by identifying the employee I.D. # and job title of all employees receiving wages for the payroll period. Such costs are not to include overtime, bonuses, or other special compensation.
 3. Bonus payments will be made to existing employees, effective July 1, 2024, and are eligible to existing employees who work at least eight (8) hours per month to maintain existing service and retain services when ridership increases and regular service resumes. Bonuses are not to exceed a total of \$250 per month for full-time employees (at least 32 hours per week).
- D. This Amendment shall terminate sooner than the one-month term of this Amendment upon the mutual execution of a subsequent amendment to the Agreement that provides for a final one-year extension of the Agreement. In the event a further amendment is executed, this Amendment shall no longer be of force and shall be superseded by the further amendment.

ALL OTHER CONDITIONS of the original agreement shall remain in full force and effect unless amended in writing by both LTA and Contractor.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 10 to the Agreement to be executed on this 12th day of June 2024.

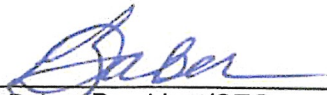
PAGE 1 OF 2

LAKE TRANSIT AUTHORITY

PARATRANSIT SERVICES, INC.

By 

Lisa Davey-Bates, Executive Director

By 

David Baker, President/CEO
Federal Tax I.D. # 91-1253112

**AMENDMENT NO. 11 TO THE AGREEMENT
FOR LAKE TRANSIT SYSTEM
MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES**

Pursuant to Section 12.3 Option Term of the Agreement between Lake Transit Authority and Paratransit Services, Inc., the parties hereto wish to extend management, operations and maintenance services provided by CONTRACTOR under the following terms:

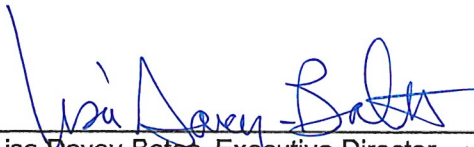
- A. A FIXED HOURLY RATE per Vehicle Revenue Hour of \$42.19 through June 30, 2025.
- B. A FIXED MONTHLY RATE of \$145,906.67 per month through June 30, 2025. The monthly rate shall compensate CONTRACTOR for all cost elements assigned to CONTRACTOR for work described in ARTICLE 5 – SCOPE OF WORK and further detailed in the attached EXHIBIT "A", SCOPE OF WORK, except those specifically included under Section 9.1(A) Fixed Hourly Rate, Section 9.1(C) – Fixed Rate Per Shelter Cleaned, Section 9.2 - Fuel Price Formula; and, Section 9.3 Engine, Transmission and Differential Expense Reimbursements.
- C. A FIXED RATE PER SHELTER of \$20.67 per shelter cleaned through June 30, 2025.


ALL OTHER CONDITIONS of the original agreement shall remain in full force and effect unless amended in writing by both LTA and Contractor.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 11 to the Agreement to be executed on this 17 day of July 2024.

LAKE TRANSIT AUTHORITY

PARATRANSIT SERVICES, INC.

By 
Lisa Davey-Bates, Executive Director

By 
David Baker, President/CEO
Federal Tax I.D. # 91-1253112

**AMENDMENT NO. 12 TO THE AGREEMENT
FOR COVID BONUS TO
DISPATCH, DRIVER, AND MECHANIC STAFF**

Pursuant to Section 6.1 Amendment between Lake Transit Authority and Paratransit Services, Inc., the parties hereto wish to amend the management, operations and maintenance services provided by CONTRACTOR through June 30, 2025, under the following terms:

A. A FIXED HOURLY RATE of \$1.50 per hour worked, in addition to employees' regular hourly pay, will be provided to dispatch, driver, and mechanic staff as a COVID bonus. Management and supervision are not subject to this increase.

B. For the duration of time that this Amendment remains in effect, CONTRACTOR shall receive the agreed upon COVID Bonus payment as well as the Fixed Hourly Rate, Fixed Monthly Rate, and Fixed Rate Per Bus Stop Cleaned identified in the original Agreement (Contract No. 71720) and subsequent Amendments.

C. It is the intent of this Amendment to compensate the CONTRACTOR to maintain its workforce staffing levels at acceptable levels for the term of this Amendment. These additional compensation measures are being taken to maintain a highly trained and skilled workforce beyond the pandemic. As such, CONTRACTOR shall maintain its workforce to the best of their abilities.

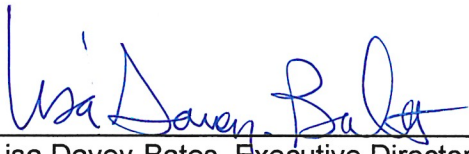
For the duration of time that this Agreement remains effective, CONTRACTOR shall provide LTA with documentation which shall include:

1. Documentation requested by the Authority's Executive Director to substantiate claimed expenses are reasonable and comply with all applicable FTA regulations policies, procedures and directives, including without limitation to those listed directly or by reference in the Master Agreement.
2. A monthly invoice reflecting hours by identifying the employee I.D. # and job title of all employees receiving wages for the payroll period. Such costs are not to include overtime, bonuses, or other special compensation.
3. Bonus payments will be made to existing employees, effective July 1, 2024, and are eligible to existing employees who work at least eight (8) hours per month to maintain existing service and retain services when ridership increases and regular service resumes. Bonuses are not to exceed a total of \$250 per month for full-time employees (at least 32 hours per week).

ALL OTHER CONDITIONS of the original agreement shall remain in full force and effect unless amended in writing by both LTA and Contractor.

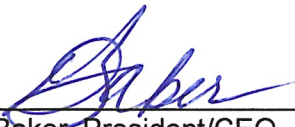
IN WITNESS WHEREOF, the parties have caused this Amendment No. 12 to the Agreement to be executed on this 24 day of July 2024.

LAKE TRANSIT AUTHORITY

By 

Lisa Davey-Bates, Executive Director

PARATRANSIT SERVICES, INC.

By 

David Baker, President/CEO
Federal Tax I.D. # 91-1253112