

PARATRANSIT RFP-2022-MA-01

QUESTIONS, ANSWERS, AND CLARIFICATIONS Part – 4

1. *Will you please provide cost and benefits participation (number of employees) for each of the plans described.*

Please refer to the provided Labor Code information for the benefit plan information available.

2. *What is the current DBE attainment to the goal of 4.65% by the incumbent service provider?*

Current DBE attainment is 10.8%.

3. *Are there any DBEs that CCCTA/LAVTA want or do not want the providers to work with?*

-CCCTA has no preference

-LAVTA has no preference

4. *Does CCCTA have a desired extraboard quantity by day that the service providers should plan for to ensure continuity of service?*

It is CCCTA's expectation that the contractor be responsible for maintaining an adequate complement of drivers to meet the demand and plan accordingly.

5. *What is the current deadhead mileage as a percentage of total miles for CCCTA and LAVTA?*

Month	LAVTA Deadhead Percentage	CCCTA Deadhead Percentage
December, 2021	13%	17.3%
January, 2022	11%	11.55%

6. *Will you please provide 24 months of complaint data for both CCCTA and LAVTA?*

Month	LAVTA-Complaints per 1,000 Passengers	CCCTA- Complaints per 1,000 Passengers
March, 2020	0.47	1.00
April, 2020	0	0
May, 2020	3.31	0
June, 2020	0.92	0
July, 2020	4.34	1.00
August, 2020	0	0
September, 2020	0	0
October, 2020	3.13	0
November, 2020	0	0
December, 2020	1.73	1.00
January, 2021	0.91	0.40
February	0.87	1.00
March, 2021	3.08	1.00
April, 2021	0	1.00
May, 2021	1.52	0
June, 2021	0	0.20
July, 2021	0	0.60
August, 2021	1.88	0.40
September, 2021	1.84	2.00
October, 2021	1.88	1.70
November, 2021	0.08	1.50
December, 2021	1.05	0
January, 2022	0.64	0.50

7. *For both CCCTA and LAVTA, will you provide the percentage of door-to-door trips and those that are curb-to-curb?*

Approximately 11% of trips are classified as curb to curb and 89% are door to door.

8. *May we have a year of call data for Wheels reservations and dispatch?*

The only available phone stats for LAVTA's Wheels Reservation and Dispatch queues are the ones provided in ENCLOSURE 3.

9. *Will TNC's be required to carry \$10 million in automotive liability insurance?*

See addendum #6

10. *How many desks are in the reservation/dispatch area?*

9 Desks total

11. *Is LAVTA providing a facility, parking, or other infrastructure?*

LAVTA is providing office and parking spaces, but no infrastructure for vehicle maintenance activities.

12. *Will pricing forms be provided for all four tiers requested on Questions, Answers, and Clarifications Part – 2?*

Please use pricing form for each tier.

13. *Please provide any policies and requirements regarding COVID-19-related operating procedures.*

- New hires must be vaccinated
- Contractor must mimic CCCTA Mask Mandate
- CCCTA follows CalOSHA guidelines for Isolation and Quarantine-
https://www.dir.ca.gov/dosh/dosh_publications/Isolation-and-Quarantine-fs.pdf

14. *Will CCCTA consider indemnifying and reimbursing the selected contractor for all COVID-19 related claims or reimbursing the provider for any costs related to quarantines?*

No- Contractor may rely on Changes Clause if and when appropriate. Contractor may also be eligible for COVID funding assistance when appropriate.

15. *Please clarify exactly how the prices will be evaluated, i.e., will only the Year 1 price be considered or the full contract term cost?*

Years 1 through 4 will be considered during the evaluation process.

16. *Please provide current rates paid to the existing contractor for variable and fixed costs. Also, please provide the last 12 months of invoices.*

See attachment 1 below

17. Please clarify the number of vehicles used in revenue service by day of the week and the maximum amount of vehicles used at peak service time for each of the services described in the RFP.

LAVTA			
Peak # of Vehicles	Weekday	Saturday	Sunday
October, 2021	9	4	3
November, 2021	7	4	2
December, 2021	7	4	3
January, 2022	7	3	2
CCCTA			
Peak # of Vehicles	Weekday	Saturday	Sunday
October, 2021	21	4	3
November, 2021	20	2	1
December, 2021	20	4	1
January, 2022	19	4	1
CCCTA-Subcontractor			
Peak # of Vehicles	Weekday	Saturday	Sunday
October, 2021	12	8	4
November, 2021	12	8	4
December, 2021	13	7	4
January, 2022	11	6	4

18. Please clarify if the fleet provided by CCCTA and LAVTA meets the CARB standards?

They do meet the CARB standards.

19. What are CCCTA / LAVTA's current life miles goals for each revenue vehicle?

7 years

20. Does CCCTA / LAVTA have a vehicle replacement plan in place? If yes, please describe the planned replacement of any revenue vehicles during the proposed contract term.

Existing replacement plan is such that vehicles are replaced every 7 years. Please review Attachment V-Paratransit Vehicle Inventory for further details.

21. Please provide a copy of the current contract for each contractor for these services.

See below-Attachment 2

22. Please provide a copy of the current pull-out and return-to-yard times for each route.

Each bidder must provide an appropriate run-cut that maximizes resources and improves efficiency.

23. What type and number of support vehicles are currently provided by the current contractor? Does CCCTA / LAVTA have any requirements or specifications/preferences regarding support vehicles' age, model, or fuel requirement?

CCCTA does require support vehicles. Current vehicles used by current Contractor include Ford C-Max 2015 and a Ford Transit Connect 2018.

24. Please provide average miles per year for all CCCTA and LAVTA provided vehicles.

FY	Total Miles-LAVTA	Total Miles-CCCTA
19/20	351,096	984,438
20/21	162,569	507,070

25. Please provide the last 12 months of history for major component replacement and repair for the CCCTA / LAVTA provided fleet for this contract.

The last 12 months of major component replacement CCCTA was \$6,280. There were none for LAVTA.

26. Providing copies of all CHP reports will result in a voluminous amount of information. Would CCCTA consider limiting this requirement to instead require bidders to disclose any unsatisfactory ratings?

Yes, with the understanding that omitting negative findings would be considered a misrepresentation and would be grounds for disqualification or termination of contract.

27. Please confirm the desire to have one additional mechanic for the contract. This section states the contractor must provide 3 mechanics in addition to the Maintenance Manager.

Upon further consideration, no.

28. *Please confirm the fare process is changing in the new contract, requiring the contractor to deduct fares from the monthly invoice for the Link services?*

Yes.

Will CCCTA continue to provide at no cost to the contractor free tickets?

Passengers are responsible for purchasing tickets. Contractor may secure tickets from CCCTA.

Additionally, does CCCTA plan to transfer the prepaid fare account to the Contractor's account.

Yes, CCCTA may either transfer the account or have the contractor open a new prepaid account. In any case, all custody of fares would be handled by the contractor and credited against the service cost.

29. *Please confirm CCCTA requires One Seat invoices to be provided for each participating agency (4) and that the selected contractor must be able to calculate cost sharing for each agency based on the time and mileage duration in each service polygon, deducting each agency's fare from the final invoice.*

Yes, contractor should provide invoices to CCCTA for all participating agencies.

30. *Please update the asset list to indicate CCCTA does not provide the A/C Freon Machine. This should be provided by bidders.*

Will update Attachment IV -Shop Tool Asset list to reflect the removal of the freon recycler.

31. *Thank you for the outline of Driver Standards. The current standards for maintenance employees include maintenance uniform laundering services, please confirm this practice is acceptable for the new contract term.*

Yes it is acceptable.

32. *Please confirm the days/hours the contractor is permitted to use the bus wash and if this can be increased for the new contract term. Currently, the contractor is only able to use it on Saturdays and is supplementing with hand washing.*

It will remain on Saturdays only.

33. *Would County Connection confirm the One Seat Regional Ride Program is excluded from the productivity measurement?*

Yes it is excluded.



2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

LINK INVOICE

LINK Invoice for January 2021

DATE:	2/17/2021
INVOICE #	680-01607

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
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ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3013	Year One Monthly Fixed Cost			\$ 146,514.97
11680.1091	Fixed Service Fee			\$ 9,223.04
	SIP ADA Billable Payroll Hours	2,409.64	\$ 49.53	\$ 119,349.47
	SIP Lunch Billable Hours (Lunches, Brown Bag, Foodbank, and Groceries)	478.18	\$ 49.53	\$ 23,684.26
	SIP Meals On Wheels Billable Payroll Hours	823.76	\$ 49.53	\$ 40,800.83
	SIP Covid-19 Transport Billable Hours	600.13	\$ 49.53	\$ 29,724.44
	SIP Driver Standby Hours	467.79	\$ 49.53	\$ 23,169.64
	Total Hours	4,779.50		
TOTAL				\$392,466.65

*Total cost of fuel not included in invoice.

* Shelter in Place

* This includes BART's payroll hours (BART's billable hours are in a separate Invoice for BART)

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

Date

3/19/21



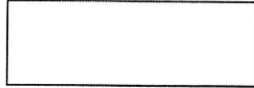
FUEL INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 680-2068

DATE:	2/17/2021
INVOICE #	680-01507

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050



ACCT	DESCRIPTION/SERVICE MODES	MILEAGE	COST/MILE	FUEL COST PER SERVICE
680.1085	January 2021 Fuel Invoice			
	ADA	16,268	\$ 0.78210598635	\$ 12,723.30
	ONE SEAT- Rescue Vehicle	1,231	\$ 0.78210598635	\$ 962.77
	LUNCH	1,567	\$ 0.78210598635	\$ 1,225.56
	MOW	2,103	\$ 0.78210598635	\$ 1,644.77
	COVID	664	\$ 0.78210598635	\$ 519.32
		21,833.00		
TOTAL				\$17,075.72

**OSP Fuel cost is for a CCCTA Rescue Vehicle that was utilized to accommodate a One Seat Pilot Trip.*

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

2/17/2021

Date



ALAMO CREEK INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

Alamo Creek for January 2021

DATE:	2/17/2021
INVOICE #	680-01513


BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Service Hours for January 2021	200.00	\$49.53	9,906.00
TOTAL				\$9,906.00

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.


Johanna Duran, General Manager

2/24/21
Date

PAYMENT INSTRUCTIONS

Account Name Alamo Creek Shuttle

Account # 10550801002-150

Approved By [Signature] Date 3/1/21

Approved By [Signature] Date 3/26/2021



COVID-19 Hazard Pay Invoice

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

DATE:	2/17/2021
INVOICE #	680-01600


BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
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ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
	January 2021: Covid-19 \$ 5.00 Hazard Pay per Hour	600.13	\$ 5.00	\$ 3,000.65
	Payroll Taxes		7.65%	229.55
* This invoice includes Taxes			TOTAL	\$3,230.20

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.



Johanna Duran, General Manager



Date 2/24/21



LINK INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

LINK invoice for February 2021

DATE:	3/16/2021
INVOICE #	680-02607

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
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ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3013	Year One Monthly Fixed Cost			\$ 146,514.97
11680.1091	Fixed Service Fee			\$ 9,223.04
	SIP ADA Billable Payroll Hours	2,639.61	\$ 49.53	\$ 130,739.88
	SIP Lunch Billable Hours (Lunches, Brown Bag, Foodbank, and Groceries)	505.90	\$ 49.53	\$ 25,057.23
	SIP Meals On Wheels Billable Payroll Hours	909.96	\$ 49.53	\$ 45,070.32
	SIP Covid-19 Transport Billable Hours	601.64	\$ 49.53	\$ 29,799.23
	SIP Driver Standby Hours	503.05	\$ 49.53	\$ 24,916.07
	SIP Lamorinda Vaccination Hours	4.20	\$ 49.53	\$ 208.03
	SIP John Muir Vaccination Hours	35.00	\$ 49.53	\$ 1,733.55
	Total Hours	5,199.36		
*Total cost of fuel not included in invoice.				
* Shelter in Place				
* This includes BART's payroll hours (BART's billable hours are in a separate Invoice for BART)				
TOTAL				\$413,262.31

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

Date 4/1/2021



2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 680-2068

FUEL INVOICE


DATE:	3/16/2021
INVOICE #	680-02507

BILL TO:
Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

ACCT	DESCRIPTION/SERVICE MODES	MILEAGE	COST/MILE	FUEL COST PER SERVICE
	February 2021 Fuel Invoice			
	ADA	19,136	\$ 0.75535785717	\$ 14,454.53
	ONE SEAT- Rescue Vehicle	1,449	\$ 0.75535785717	\$ 1,094.51
	LUNCH	1,726	\$ 0.75535785717	\$ 1,303.75
	MOW	2,439	\$ 0.75535785717	\$ 1,842.32
	COVID	367	\$ 0.75535785717	\$ 277.22
	LAMOV	76	\$ 0.75535785717	\$ 57.41
	JOHN MUIR VAC.	306	\$ 0.75535785717	\$ 231.14
680.1085		25,499.00		
TOTAL				\$19,260.87

*OSP Fuel cost is for a CCTA Rescue Vehicle that was utilized to accommodate a One Seat Pilot Trip.

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.


Johanna Duran, General Manager


Date: 3/16/21



2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

ALAMO CREEK INVOICE

Alamo Creek for February 2021

DATE:	3/16/2021
INVOICE #	680-02513

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Service Hours for February 2021	200.00	\$49.53	9,906.00
TOTAL				\$9,906.00

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

3/16/21
Date

PAYMENT INSTRUCTIONS

Account Name Alamo Creek Shuttle

Account # 10-50801002-181

Approved By [Signature] Date 4/13/21

Approved By [Signature] Date 4/21/2021



COVID-19 Hazard Pay Invoice

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

DATE:	3/16/2021
INVOICE #	680-02600

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
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ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
	February 2021: Covid-19 \$ 5.00 Hazard Pay per Hour	601.64	\$ 5.00	\$ 3,008.20
	Payroll Taxes		7.65%	230.13
* This Invoice includes Taxes				
TOTAL				\$3,238.33

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

3/16/21
Date



LINK INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

LINK invoice for March 2021

DATE:	4/15/2021
INVOICE #	680-03607

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
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ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT	
680.3013	Year One Monthly Fixed Cost			\$ 146,514.97	✓
11680.1091	Fixed Service Fee			\$ 9,223.04	✓
	SIP ADA Billable Payroll Hours	3,194.90 ✓	\$ 49.53	\$ 158,243.40	✓
	SIP Lunch Billable Hours (Lunches, Brown Bag, Foodbank, and Groceries)	656.41 ✓	\$ 49.53	\$ 32,511.99	✓
	SIP Meals On Wheels Billable Payroll Hours	1,073.82 ✓	\$ 49.53	\$ 53,186.30	✓
	SIP Covid-19 Transport Billable Hours	347.67 ✓	\$ 49.53	\$ 17,220.10	✓
	SIP Driver Standby Hours	1,134.64 ✓	\$ 49.53	\$ 56,198.72	✓
	SIP John Muir Driver Vaccination Hours	16.40 ✓	\$ 49.53	\$ 812.29	✓
	SIP Lambordia Driver Vaccination Hours	7.60 ✓	\$ 49.53	\$ 376.43	✓
	Total Hours	6,431.44			
*Total cost of fuel not included in invoice.				TOTAL	\$474,287.23

* Shelter in Place

* This includes BART's payroll hours (BART's billable hours are in a separate invoice for BART)

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

4/15/2021

Date



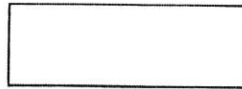
FUEL INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 680-2068

DATE:	4/15/2021
INVOICE #	680-03507

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050



ACCT	DESCRIPTION/SERVICE MODES	MILEAGE	COST/MILE	FUEL COST PER SERVICE
	March 2021 Fuel Invoice			
	ADA	19,963	\$ 0.89548836148	\$ 17,876.63
	ONE SEAT- Rescue Vehicle	1,073	\$ 0.89548836148	\$ 960.86
	LUNCH	1,864	\$ 0.89548836148	\$ 1,669.19
	MOW	3,021	\$ 0.89548836148	\$ 2,705.27
	COVID	178	\$ 0.89548836148	\$ 159.40
	LAMOV	24	\$ 0.89548836148	\$ 21.49
	JOHN MUIR VAC.	169	\$ 0.89548836148	\$ 151.34
680.1085		26,292.00		
TOTAL				\$23,544.18

17,876.63

✓

✓

✓

✓

✓

*OSP Fuel cost is for a CCCTA Rescue Vehicle that was utilized to accommodate a One Seat Pilot Trip.

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

4/15/2021
Date



ALAMO CREEK INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

Alamo Creek for March 2021

DATE:	3/16/2021
INVOICE #	680-03513

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Service Hours for March 2021	230.00	\$49.53	11,391.90
TOTAL				\$11,391.90

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

4/15/2021

Date

PAYMENT INSTRUCTIONS

Account Name Alamo Creek Shuttle

Account # 10-50801002-181

Approved By [Signature] Date 5/25/21

Approved By [Signature] Date 5/28/2021



COVID-19 Hazard Pay Invoice

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

DATE:	4/15/2021
INVOICE #	680-03600

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
	March 2021: Covid-19 \$ 5.00 Hazard Pay per Hour	347.67	\$ 5.00	\$ 1,738.35
	Payroll Taxes		7.65%	132.98
* This invoice includes Taxes			TOTAL	\$1,871.33

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

4/15/21

Date



2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

LINK INVOICE

LINK Invoice for April 2021

DATE:	5/17/2021
INVOICE #	680-04607

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
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ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT	
680.3013	Year One Monthly Fixed Cost			\$ 146,514.97	✓
11680.1091	Fixed Service Fee			\$ 9,223.04	✓
	SIP ADA Billable Payroll Hours	3,417.87 ✓	\$ 49.53	\$ 169,287.10	✓
	SIP Lunch Billable Hours (Lunches, Brown Bag, Foodbank, and Groceries)	521.35	\$ 49.53	\$ 25,822.47	✓
	SIP Meals On Wheels Billable Payroll Hours	1,018.36 ✓	\$ 49.53	\$ 50,439.37	✓
	SIP Covid-19 Transport Billable Hours	59.50 ✓	\$ 49.53	\$ 2,947.04	✓
	SIP Driver Standby Hours	1,270.62 ✓	\$ 49.53	\$ 62,933.81	✓
	SIP John Muir Driver Vaccination Hours	4.00 ✓	\$ 49.53	\$ 198.12	✓
	SIP Lambordia Driver Vaccination Hours	0.00 ✓	\$ 49.53	\$ -	✓
	Total Hours	6,291.70			
*Total cost of fuel not included in invoice.				TOTAL	\$467,365.91
* Shelter in Place					

* This includes BART's payroll hours (BART's billable hours are in a separate Invoice for BART)

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

5/17/2021
Date



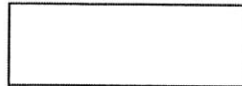
FUEL INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 680-2068

DATE:	5/17/2021
INVOICE #	680-04507

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050



ACCT	DESCRIPTION/SERVICE MODES	MILEAGE	COST/MILE	FUEL COST PER SERVICE
	April 2021 Fuel Invoice			
	ADA	19,862	\$ 0.94263918903	\$ 18,722.70
	ONE SEAT- Rescue Vehicle	1,675	\$ 0.94263918903	\$ 1,578.92
	LUNCH	1,164	\$ 0.94263918903	\$ 1,097.23
	MOW	2,740	\$ 0.94263918903	\$ 2,582.83
	COVID	0	\$ 0.94263918903	\$ -
	LAMOV	0	\$ 0.94263918903	\$ -
	JOHN MUIR VAC.	10	\$ 0.94263918903	\$ 9.43
680.1085		25,451.00		
TOTAL				\$23,991.11

*OSP Fuel cost is for a CCCTA Rescue Vehicle that was utilized to accommodate a One Seat Pilot Trip.

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

5/17/2021
Date



ALAMO CREEK INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

Alamo Creek for April 2021

DATE:	5/1/2021
INVOICE #	680-04513

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Service Hours for April 2021	220.00	\$49.53	10,896.60
TOTAL				\$10,896.60

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

5/17/2021

Date

PAYMENT INSTRUCTIONS

Account Name Alamo Creek Shuttle

Account # 10-50801002-181

Approved By [Signature] Date 5/25/21

Approved By [Signature] Date 5/28/2021



COVID-19 Hazard Pay Invoice

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

DATE:	5/17/2021
INVOICE #	680-04600

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
	April 2021: Covid-19 \$ 5.00 Hazard Pay per Hour	59.50	\$ 5.00	\$ 297.50
	Payroll Taxes		7.65%	22.76
* This invoice includes Taxes				
TOTAL				\$320.26

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

5/17/2021

Date



LINK INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

LINK invoice for May 2021

DATE:	6/16/2021
INVOICE #	680-05607

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3013	Year One Monthly Fixed Cost			\$ 146,514.97
11680.1091	Fixed Service Fee			\$ 9,223.04
	SIP ADA Billable Payroll Hours	3,539.46	\$ 49.53	\$ 175,309.45
	SIP Lunch Billable Hours (Lunches, Brown Bag, Foodbank, and Groceries)	560.04	\$ 49.53	\$ 27,738.78
	SIP Meals On Wheels Billable Payroll Hours	996.53	\$ 49.53	\$ 49,358.13
	SIP Driver Standby Hours	407.25	\$ 49.53	\$ 20,171.09
	SIP John Muir Driver Vaccination Hours	2.50	\$ 49.53	\$ 123.83
	Total Hours	5,505.78		
TOTAL				\$428,439.29

*Total cost of fuel not included in invoice.

* Shelter in Place

* This includes BART's payroll hours (BART's billable hours are in a separate Invoice for BART)

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

7/16/2021

Date



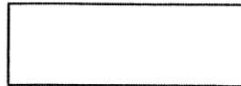
FUEL INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 680-2068

DATE:	6/15/2021
INVOICE #	680-05507

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050



ACCT	DESCRIPTION/SERVICE MODES	MILEAGE	COST/MILE	FUEL COST PER SERVICE
	May 2021 Fuel Invoice			
	ADA	19,452	\$ 0.98451598686	\$ 19,150.80
	ONE SEAT- Rescue Vehicle	1,507	\$ 0.98451598686	\$ 1,483.67
	LUNCH	1,375	\$ 0.98451598686	\$ 1,353.71
	MOW	2,570	\$ 0.98451598686	\$ 2,530.21
	COVID	0	\$ 0.98451598686	\$ -
	LAMOV	0	\$ 0.98451598686	\$ -
	JOHN MUIR VAC.	54	\$ 0.98451598686	\$ 53.16
680.1085		24,958.00		
TOTAL				\$24,571.55

*OSP Fuel cost is for a CCTA Rescue Vehicle that was utilized to accommodate a One Seat Pilot Trip.

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

6/15/2021
Date



ALAMO CREEK INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

Alamo Creek for May 2021

DATE:	6/15/2021
INVOICE #	680-05513

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Service Hours for May 2021	200.00	\$49.53	9,906.00
TOTAL				\$9,906.00

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

6/15/2021
Date

PAYMENT INSTRUCTIONS

Account Name Alamo Creek Shuttle

Account # 10-50801002-181

Approved By [Signature] Date 6/25/21

Approved By [Signature] Date 7/7/21



2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

LINK INVOICE

LINK Invoice for June 2021

DATE:	8/12/2021
INVOICE #	680-06607

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3013	Year One Monthly Fixed Cost			\$ 146,514.97
11680.1091	Fixed Service Fee			\$ 9,223.04
	SIP ADA Billable Payroll Hours	4,649.45	\$ 49.53	\$ 230,287.26
	SIP Actual One Seat Pilot Hours	269.13	\$ 49.53	\$ 13,330.01
	SIP Lunch Billable Hours (Lunches, Brown Bag, Foodbank, and Groceries)	423.12	\$ 49.53	\$ 20,957.13
	SIP Meals On Wheels Billable Payroll Hours	818.35	\$ 49.53	\$ 40,532.88
	SIP Driver Standby Hours	207.77	\$ 49.53	\$ 10,290.85
	SIP Contra Costa Health Department	40.00	\$ 49.53	\$ 1,981.20
	Total Hours	6,407.82		
TOTAL				\$473,117.33

*Total cost of fuel not included in invoice.

* Shelter in Place

* This includes BART's payroll hours (BART's billable hours are in a separate invoice for BART)

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

8/12/2021
Date



FUEL INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 680-2068

DATE:	9/2/2021
INVOICE #	680-06507

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050



ACCT	DESCRIPTION/SERVICE MODES	MILEAGE	COST/MILE	FUEL COST PER SERVICE
	June 2021 Fuel Invoice			
	ADA	26,572	\$ 0.9714597143747	\$ 25,813.63
	OS-CCCTA	726.94	\$ 0.9714597143747	\$ 706.19
	OS-LAVTA	152.32	\$ 0.9714597143747	\$ 147.97
	OS-TriDelta	451.42	\$ 0.9714597143747	\$ 438.54
	OS-WestCat	174.12	\$ 0.9714597143747	\$ 169.15
	LUNCHES	1,205	\$ 0.9714597143747	\$ 1,170.61
	MONW	1,823	\$ 0.9714597143747	\$ 1,770.97
	CCHD	363	\$ 0.9714597143747	\$ 352.64
680.1085		31,467.80		
TOTAL				\$30,569.70

**OSP Fuel cost is for a CCCTA Rescue Vehicle that was utilized to accommodate a One Seat Pilot Trip.*

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

9/2/2021
Date



ALAMO CREEK INVOICE

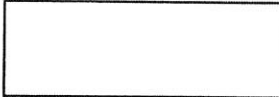
Alamo Creek for June 2021

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

DATE:	7/14/2021
INVOICE #	680-06513

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050



ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Service Hours for June 2021	220.00	\$49.53	10,896.60
TOTAL				\$10,896.60

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

7/14/2021

Date

PAYMENT INSTRUCTIONS

Account Name Alamo Creek Shuttle

Account # 10-50801002-181

Approved By [Signature] Date 7/28/21

Approved By [Signature] Date 7/28/2021



2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

LINK INVOICE

LINK Invoice for July 2021

DATE:	9/15/2021
INVOICE #	680-07607

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3013	Year One Monthly Fixed Cost			\$ 148,292.28
	SIP ADA Billable Payroll Hours	5,059.18	\$ 50.42	\$ 255,083.86
	SIP Lunch Billable Hours (Lunches, Brown Bag, Foodbank, and Groceries)	8.00	\$ 50.42	\$ 403.36
	SIP Driver Standby Hours	267.89	\$ 50.42	\$ 13,507.01
	SIP Contra Costa Health Department	15.15	\$ 50.42	\$ 763.86
	OS-CCCTA	202.10	\$ 50.42	\$ 10,189.88
	OS-EASTBAY	6.93	\$ 50.42	\$ 349.41
	OS-LAVTA	16.21	\$ 50.42	\$ 817.31
	OS-TRIDELTA	149.78	\$ 50.42	\$ 7,551.91
	OS-WESTCAT	11.58	\$ 50.42	\$ 583.86
	Total Hours	5,736.82		
TOTAL				\$437,542.74

*Total cost of fuel not included in invoice.

* Shelter in Place

* This includes BART's payroll hours (BART's billable hours are in a separate Invoice for BART)

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

Date 9/15/2021



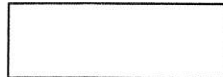
FUEL INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 680-2068

DATE:	9/15/2021
INVOICE #	680-07507

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050



ACCT	DESCRIPTION/SERVICE MODES	MILEAGE	COST/MILE	FUEL COST PER SERVICE
	July 2021 Fuel Invoice			
	ADA	32,382	\$ 0.9210157603788	\$ 29,824.33
	OS-CCCTA	1,305.04	\$ 0.9210157603788	\$ 1,201.96
	OS-EASTBAY	75.80	\$ 0.9210157603788	\$ 69.81
	OS-LAVTA	81.79	\$ 0.9210157603788	\$ 75.33
	OS-TRIDELTA	946.85	\$ 0.9210157603788	\$ 872.06
	OS-WESTCAT	119.43	\$ 0.9210157603788	\$ 110.00
	LUNCHES	46	\$ 0.9210157603788	\$ 42.37
	CCHP	251	\$ 0.9210157603788	\$ 231.17
680.1085		35,207.91		
TOTAL				\$32,427.04

*OSP Fuel cost is for a CCCTA Rescue Vehicle that was utilized to accommodate a One Seat Pilot Trip.

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

9/15/2021
Date



ALAMO CREEK INVOICE

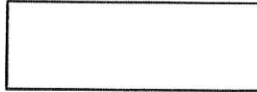
2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

Alamo Creek for July 2021

DATE:	9/8/2021
INVOICE #	680-07513

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050



ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Service Hours for July 2021	210.00	\$50.42	10,588.20
TOTAL				\$10,588.20

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

9/8/2021

Date

PAYMENT INSTRUCTIONS

Account Name Alamo Creek Shuttle

Account # 10-50801002-181

Approved By RKamara Date 9/20/21

Approved By [Signature] Date 9/21/2021



LINK INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

LINK Invoice for August 2021

DATE:	10/12/2021
INVOICE #	680-08607

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3013	Year One Monthly Fixed Cost			\$ 148,292.28
	SIP ADA Billable Payroll Hours ✓	4,972.94	\$ 50.42	\$ 250,735.63
	SIP Meals on Wheels ✓	173.74	\$ 50.42	\$ 8,759.97
	SIP Driver Standby Hours ✓	251.71	\$ 50.42	\$ 12,691.22
	SIP Contra Costa Police Department ✓	1.60	\$ 50.42	\$ 80.67
	OS-CCCTA ✓	221.00	\$ 50.42	\$ 11,142.82
	OS-EASTBAY ✓	10.14	\$ 50.42	\$ 511.26
	OS-LAVTA ✓	24.16	\$ 50.42	\$ 1,218.15
	OS-TRIDELTA ✓	136.65	\$ 50.42	\$ 6,889.89
	OS-WESTCAT ✓	11.90	\$ 50.42	\$ 600.00
	Total Hours	5,803.84		
			TOTAL	\$440,921.89

*Total cost of fuel not included in invoice.

* Shelter in Place

* This includes BART's payroll hours (BART's billable hours are in a separate invoice for BART)

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

10/12/2021
Date



FUEL INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 680-2068

DATE:	10/7/2021
INVOICE #	680-08507

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION/SERVICE MODES	MILEAGE	COST/MILE	FUEL COST PER SERVICE
680.1085	August 2020 Fuel Invoice			
	ADA ✓	35,799.00	\$ 0.86491441314	\$ 30,963.07
	OS-CCCTA ✓	1,594.93	\$ 0.86491441314	\$ 1,379.48
	OS-EASTBAY ✓	102.74	\$ 0.86491441314	\$ 88.86
	OS-LAVTA ✓	245.94	\$ 0.86491441314	\$ 212.72
	TRIDELTA ✓	897.72	\$ 0.86491441314	\$ 776.45
	OS-WESTCAT ✓	137.68	\$ 0.86491441314	\$ 119.08
	MOW ✓	475.00	\$ 0.86491441314	\$ 410.83
	CCPD ✓	48.00	\$ 0.86491441314	\$ 41.52
	Total Miles:	39,301.01		
TOTAL				\$33,992.01

*OSP Fuel cost is for a CCCTA Rescue Vehicle that was utilized to accommodate a One Seat Pilot Trip.

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

10/7/2021
Date



ALAMO CREEK INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

Alamo Creek for August 2021

DATE:	10/7/2021
INVOICE #	680-08513

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Service Hours for August 2021	220.00	\$50.42	11,092.40
TOTAL				\$11,092.40

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

10/7/2021

Date

PAYMENT INSTRUCTIONS

Account Name Alamo Creek Shuttle
Account # 10750801002-181
Approved By [Signature] Date 10/19/21
Approved By [Signature] Date 10/25/21



2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

LINK INVOICE

LINK invoice for September 2021

DATE:	11/3/2021
INVOICE #	680-09607

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60593
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3013	Year One Monthly Fixed Cost			\$ 148,292.28
	SIP ADA Billable Payroll Hours	4,962.63	\$ 50.42	\$ 250,215.80
	SIP Meals on Wheels	286.96	\$ 50.42	\$ 14,468.52
	SIP Driver Standby Hours	142.91	\$ 50.42	\$ 7,205.52
	OS-CCCTA	199.54	\$ 50.42	\$ 10,060.81
	OS-EASTBAY	0.00	\$ 50.42	\$ -
	OS-LAVTA	17.03	\$ 50.42	\$ 858.65
	OS-TRIDELTA	190.96	\$ 50.42	\$ 9,628.20
	OS-WESTCAT	13.82	\$ 50.42	\$ 696.80
	Total Hours	5,813.85		
TOTAL				\$441,426.60

*Total cost of fuel not included in invoice.

* Shelter in Place

* This includes BART's payroll hours (BART's billable hours are in a separate Invoice for BART)

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

Date 11/3/2021



FUEL INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 680-2068

DATE:	11/3/2021
INVOICE #	680-09507

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION/SERVICE MODES	MILEAGE	COST/MILE	FUEL COST PER SERVICE
680.1085	September 2021 Fuel Invoice			
	ADA	32,903.00	\$ 0.88032390838	\$ 28,965.29
	OS-CCCTA	1,541.06	\$ 0.88032390838	\$ 1,356.63
	OS-EASTBAY	0.00	\$ 0.88032390838	\$ -
	OS-LAVTA	125.79	\$ 0.88032390838	\$ 110.74
	TRIDELTA	1,233.01	\$ 0.88032390838	\$ 1,085.45
	OS-WESTCAT	189.95	\$ 0.88032390838	\$ 167.22
	MOW	888.00	\$ 0.88032390838	\$ 781.73
	Total Miles:	36,880.81		
TOTAL				\$32,467.05

*OSP Fuel cost is for a CCCTA Rescue Vehicle that was utilized to accommodate a One Seat Pilot Trip.

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

11/3/2021
Date



ALAMO CREEK INVOICE

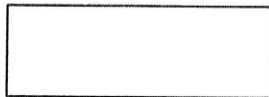
2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

Alamo Creek for September 2021

DATE:	10/28/2021
INVOICE #	680-09513

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050



ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Service Hours for September 2021	210.00	\$50.42	10,588.20
TOTAL				\$10,588.20

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

10/28/2021

Date

PAYMENT INSTRUCTIONS

Account Name Alamo Creek Shuttle

Account # 10-50801002-181

Approved By [Signature] Date 11/24/21

Approved By [Signature] Date 12/7/21



LINK INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

LINK Invoice for October 2021

DATE:	11/17/2021
INVOICE #	680-010607

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3013	Year One Monthly Fixed Cost			\$ 148,292.28
	SIP ADA Billable Payroll Hours	5,918.87	\$ 50.42	\$ 298,429.43
	SIP BART Billable Payroll Hours	7.47	\$ 50.42	\$ 376.64
	SIP Meals on Wheels	0.00	\$ 50.42	\$ -
	SIP Driver Standby Hours	221.63	\$ 50.42	\$ 11,174.58
	OS-CCCTA	233.48 ✓	\$ 50.42	\$ 11,772.06
	OS-EASTBAY	0.00	\$ 50.42	\$ -
	OS-LAVTA	22.95 ✓	\$ 50.42	\$ 1,157.14
	OS-TRIDELTA	182.09 ✓	\$ 50.42	\$ 9,180.98
	OS-WESTCAT	15.74 ✓	\$ 50.42	\$ 793.61
	Total Hours	6,602.23		
			TOTAL	\$481,176.72

*Total cost of fuel not included in invoice.

* Shelter in Place

* This includes BART's payroll hours (BART's billable hours are in a separate Invoice for BART)

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

11/17/2021

Date



FUEL INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 680-2068

DATE:	11/17/2021
INVOICE #	680-010507

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION/SERVICE MODES	MILEAGE	COST/MILE	FUEL COST PER SERVICE
680.1085	October 2021 Fuel Invoice			
	ADA	33,007.00	\$ 0.85944201288	\$ 28,367.60
	OS-CCCTA	2,213.33	\$ 0.85944201288	\$ 1,902.23
	OS-EASTBAY	0.00	\$ 0.85944201288	\$ -
	OS-LAVTA	83.80	\$ 0.85944201288	\$ 72.02
	TRIDELTA	1,518.40	\$ 0.85944201288	\$ 1,304.98
	OS-WESTCAT	229.58	\$ 0.85944201288	\$ 197.31
	Total Miles:	37,052.11		
TOTAL				\$31,844.14

*OSP Fuel cost is for a CCCTA Rescue Vehicle that was utilized to accommodate a One Seat Pilot Trip.

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

11/17/2021

Date



2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

ALAMO CREEK INVOICE

Alamo Creek for October 2021

DATE:	11/12/2021
INVOICE #	680-10513

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
--

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Service Hours for October 2021	210.00	\$50.42	10,588.20
TOTAL				\$10,588.20

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

11/12/2021

Date

PAYMENT INSTRUCTIONS	
Account Name	<u>Alamo Creek Shuttle</u>
Account #	<u>10-50501002-181</u>
Approved By	<u>[Signature]</u> Date <u>11/14/21</u>
Approved By	<u>[Signature]</u> Date <u>12/20/2021</u>



2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

LINK INVOICE

LINK Invoice for November 2021

DATE:	12/21/2021
INVOICE #	680-011607

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
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ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3013	Year One Monthly Fixed Cost			\$ 148,292.28
	SIP ADA Billable Payroll Hours	5,005.12 ✓	\$ 50.42	\$ 252,358.15
	SIP BART/ADA Billable Payroll Hours	3.94 ✓	\$ 50.42	\$ 198.65
	SIP Driver Standby Hours	148.35 ✓	\$ 50.42	\$ 7,479.81
	OS-CCCTA	214.32 ✓	\$ 50.42	\$ 10,806.01
	OS-EASTBAY	0.00	\$ 50.42	\$ -
	OS-LAVTA	13.56 ✓	\$ 50.42	\$ 683.70
	OS-TRIDELTA	205.54 ✓	\$ 50.42	\$ 10,363.33
	OS-WESTCAT	14.17 ✓	\$ 50.42	\$ 714.45
	Total Hours	5,605.00		
			TOTAL	\$430,896.38

*Total cost of fuel not included in invoice.

* Shelter In Place

* This includes BART's payroll hours (BART's billable hours are in a separate invoice for BART)

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

12/21/2021

Date



FUEL INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 680-2068

DATE: 12/21/2021
INVOICE # 680-011507

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address:
4157 Collection Center Drive
Chicago, IL 60693

ACCT	DESCRIPTION/SERVICE MODES	MILEAGE	COST/MILE	FUEL COST PER SERVICE
680.1085	November 2021 Fuel Invoice			
	ADA	34,663.00	\$ 0.8583591914477230	\$ 29,753.30
	OS-CCCTA	1,684.63	\$ 0.8583591914477230	\$ 1,446.02
	OS-EASTBAY	0.00	\$ 0.8583591914477230	\$ -
	OS-LAVTA	37.61	\$ 0.8583591914477230	\$ 32.28
	TRIDELTA	1,674.09	\$ 0.8583591914477230	\$ 1,436.97
	OS-WESTCAT	162.07	\$ 0.8583591914477230	\$ 139.11
	Total Miles:	38,221.40		
TOTAL				\$32,807.69

*OSP Fuel cost is for a CCCTA Rescue Vehicle that was utilized to accommodate a One Seat Pilot Trip.

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

12/21/2021
Date



2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

ALAMO CREEK INVOICE

Alamo Creek for November 2021

DATE: 12/21/2021
INVOICE # 680-11513


BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address:
4157 Collection Center Drive
Chicago, IL 60693

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Service Hours for November 2021	216.00	\$50.42	10,890.72
TOTAL				\$10,890.72

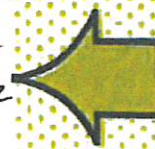
I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.


Johanna Duran, General Manager

Date 1/5/2022

PAYMENT INSTRUCTIONS

Account Name Alamo Creek Shuttle
Account # 10-508 01002-181-000
Approved By [Signature] Date 1/5/2022
Approved By [Signature] Date 1/12/2022





ST. MARY'S INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

DATE: 12/21/2021
INVOICE # 680-011505

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address:
4157 Collection Center Drive
Chicago, IL 60693

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Hours for November 2021	112	\$ 50.42	\$ 5,647.04
Service resumed as of November 1, 2021				TOTAL \$5,647.04

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

12/21/2021

Date

PAYMENT INSTRUCTIONS

Account Name St. Mary's Shuttle Exp
Account # 10-50801007-181-000
Approved By [Signature] Date 1/4/2022
Approved By [Signature] Date 1/12/2022



2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

LINK INVOICE

LINK invoice for December 2021

DATE:	1/21/2022
INVOICE #	680-012607

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
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ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3013	Year One Monthly Fixed Cost			\$ 148,292.28
	SIP ADA Billable Payroll Hours	5,372.68	\$ 50.42	\$ 270,890.53
	SIP BART/ADA Billable Payroll Hours	6.98	\$ 50.42	\$ 351.93
	SIP Driver Standby Hours	150.65	\$ 50.42	\$ 7,595.77
	OS-CCCTA	194.93	\$ 50.42	\$ 9,828.37
	OS-EASTBAY	0.00	\$ 50.42	\$ -
	OS-LAVTA	11.70	\$ 50.42	\$ 589.91
	OS-TRIDELTA	165.99	\$ 50.42	\$ 8,369.22
	OS-WESTCAT	12.24	\$ 50.42	\$ 617.14
	MOW	123.88	\$ 50.42	\$ 6,246.03
	Total Hours	6,039.05		
TOTAL				\$452,781.18

*Total cost of fuel not included in invoice.

* Shelter in Place

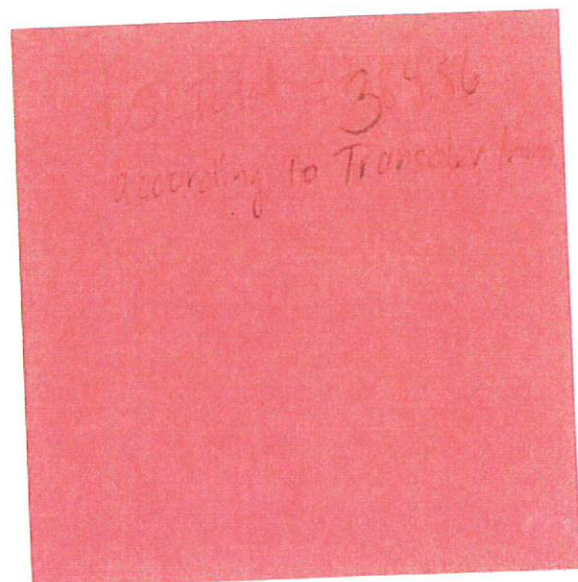
* This includes BART's payroll hours (BART's billable hours are in a separate invoice for BART)

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

1/21/2022

Date





FUEL INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 680-2068

DATE:	1/20/2022
INVOICE #	680-012507

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
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ACCT	DESCRIPTION/SERVICE MODES	MILEAGE	COST/MILE	FUEL COST PER SERVICE
680.1085	December 2021 Fuel Invoice			
	ADA	30,425.00	\$ 0.9924428492746080	\$ 30,195.07
	OS-CCCTA	1,062.62	\$ 0.9924428492746080	\$ 1,054.59
	OS-EASTBAY	0.00	\$ 0.9924428492746080	\$ -
	OS-LAVTA	101.06	\$ 0.9924428492746080	\$ 100.30
	TRIDELTA	745.23	\$ 0.9924428492746080	\$ 739.60
	OS-WESTCAT	178.29	\$ 0.9924428492746080	\$ 176.94
	MOW	532.00	\$ 0.9924428492746080	\$ 527.98
	Total Miles:	33,044.20		
TOTAL				\$32,794.48

*OSP Fuel cost is for a CCCTA Rescue Vehicle that was utilized to accommodate a One Seat Pilot Trip.

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

1/20/2022
Date



2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

ALAMO CREEK INVOICE

Alamo Creek for December 2021

DATE:	1/20/2022
INVOICE #	680-12513

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address: 4157 Collection Center Drive Chicago, IL 60693
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ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Service Hours for December 2021	230.00	\$50.42	11,596.60
TOTAL				\$11,596.60

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

1/20/2022

Date

PAYMENT INSTRUCTIONS

Account Name Alamo Creek Shuttle
Account # 10-50801002-181
Approved By [Signature] Date 2/2/2022
Approved By [Signature] Date 2/1/2022



ST. MARY'S INVOICE

2477 Arnold Industrial Way
Concord, CA 94520
Phone (925) 366-3028

DATE: 1/20/2022
INVOICE # 680-012505

BILL TO:

Rick Ramacier
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
925-680-2050

Remittance Address:
4157 Collection Center Drive
Chicago, IL 60693

ACCT	DESCRIPTION	QUANTITY	RATE	AMOUNT
680.3050	Total Billable Hours for December 2021	52	\$ 50.42	\$ 2,621.84
Winter Break started on 12/12 through 1/03/2022				
TOTAL				\$2,621.84

I, the undersigned, hereby declare under penalty of perjury that the information provided in this invoice is true and correct to the best of my knowledge and that I am authorized to submit this invoice.

Johanna Duran, General Manager

1/20/2022

Date

PAYMENT INSTRUCTIONS

Account Name 250 / Saint Mary's

Account # 10-50801007-181

Approved By [Signature] Date 2/2/22

Approved By [Signature] Date 2/10/22

**AGREEMENT FOR PROFESSIONAL SERVICES FOR
PARATRANSIT AND ASSOCIATED SERVICES
BETWEEN CENTRAL CONTRA COSTA TRANSIT AUTHORITY AND TRANSDEV SERVICES, INC.**

THIS AGREEMENT is made as of the 15th day of May, 2019, by and between CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("COUNTY CONNECTION") and Transdev Services, Inc. ("CONTRACTOR").

WHEREAS, the Board of Directors desires to obtain professional services in connection with the provision of COUNTY CONNECTION ADA paratransit and associated services and has issued a Request for Proposals dated December 3, 2018 a copy of which is attached and incorporated as Exhibit A;

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written proposal dated March 12, 2019 a copy of which is attached and incorporated as Exhibit B; and

WHEREAS, the COUNTY CONNECTION Board of Directors adopted Resolution 2019-022 authorizing execution of this Agreement on April 18, 2019.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONTRACTOR agrees to provide professional services to the COUNTY CONNECTION in accordance with the terms and conditions of this Agreement. CONTRACTOR represents and warrants that (1) it is experienced and qualified to perform such services; (2) it holds all licenses and certifications in good standing that may be required under applicable law or regulations to perform the work; and (3) it will retain all such licenses and certifications in active status throughout the duration of this engagement.

This Agreement shall consist of the following documents, each of which is on file in the office of the COUNTY CONNECTION and all of which are incorporated herein and made a part hereof by reference thereto:

- A. Agreement
- B. Request for Proposals, dated December 3, 2018
- C. Addenda 1-5
- D. Questions / Clarifications 1-5
- E. Contractor's Proposal, dated March 12, 2019

The Scope of Services shall be as described in Part 2, Scope of Work, of the Request for Proposals (Exhibit A). To the extent not inconsistent with Exhibit A, the scope of work described in CONTRACTOR's proposal (Exhibit B) is incorporated herein.

2. TERM

The CONTRACTOR shall commence the services for an initial period of two (2) years under this Agreement beginning July 1, 2019, upon issuance of a written Notice to Proceed from COUNTY CONNECTION. Mobilization work may begin upon full execution of this Agreement. COUNTY CONNECTION may exercise its option to extend the contract for three (3) additional 1-year terms pursuant to the contract document. In the event COUNTY CONNECTION elects to exercise an option

term, it will provide written notice to CONTRACTOR 60 days prior to the expiration of the then-current base or option term.

3. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR shall be and are the property of the COUNTY CONNECTION. The COUNTY CONNECTION shall be entitled to access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the COUNTY CONNECTION. If any materials are lost, damaged or destroyed before final delivery to the COUNTY CONNECTION, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

4. CONFIDENTIALITY

Any COUNTY CONNECTION materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

CONTRACTOR shall not release any reports, information or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the COUNTY CONNECTION General Manager.

5. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that Johana Duran, Project Manager, shall serve as the primary staff person of the CONTRACTOR to undertake, render, and oversee all of the services under this Agreement.

6. USE OF SUBCONTRACTORS

CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the COUNTY CONNECTION, except for (1) service firms engaged in drawing, reproduction, typing and printing, (2) Big Star Transit, and (3) Walker's Auto Body and Fleet.

CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the COUNTY CONNECTION shall have no obligation to them.

7. CHANGES

The COUNTY CONNECTION may, at any time, by written order, make changes within the scope of work and services, including adding to or subtracting from the level of services, described in this

Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 11 or in the time of required performance as set forth in the contract documents, or both. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, CONTRACTOR shall so advise the COUNTY CONNECTION immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given the COUNTY CONNECTION prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

8. RESPONSIBILITY; INDEMNIFICATION

CONTRACTOR shall indemnify, keep and save harmless COUNTY CONNECTION, and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by an act or omission of the CONTRACTOR or its employees, subcontractors or agents. CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against the COUNTY CONNECTION or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of the Agreement.

9. INSURANCE

A. Workers' Compensation. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONTRACTOR shall deliver to the COUNTY CONNECTION a Certificate of Insurance that shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to COUNTY CONNECTION.

B. General Liability Insurance covering any loss or liability, including the cost of defense of any action, for Bodily Injury, Death, Personal Injury and Property Damage which may arise out of operations of the CONTRACTOR in connection with the performance of this contract. The policy will include coverage for bodily injury and property damage liability subject to the standard provisions and exclusions of the Commercial General Liability Policy Form and endorsed for premises, operations, products and completed operations. The policy or policies shall provide a minimum limit of \$10 million each occurrence.

C. Automobile Liability insurance covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by CONTRACTOR, on or off COUNTY CONNECTION premises. The policy or policies shall provide a minimum limit of \$10 million each accident. Additionally, all revenue vehicles will be insured against

comprehensive and collision damage satisfactory to COUNTY CONNECTION, and such coverage will be equal to the actual cash value of all vehicles.

With respect to the coverages under subsections A, B and C of this section, the policies will include a waiver of subrogation. With respect to the coverages under subsections B and C of this section, the policies will name as additional insured with respect to CONTRACTOR's services under this Agreement, the COUNTY CONNECTION and its directors, officers, employees and agents. The Insurer(s) will agree that its policies are Primary Insurance and that it will be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering COUNTY CONNECTION.

Inclusion of COUNTY CONNECTION as an additional insured shall not in any way affect its rights as respect to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policies will protect CONTRACTOR and COUNTY CONNECTION in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work under this Agreement, CONTRACTOR shall deliver to COUNTY CONNECTION a Certificate of Insurance, which will indicate compliance with the insurance requirements of this paragraph and shall stipulate that 30 days advance written notice of cancellation, non-renewal or reduction in limits shall be given to COUNTY CONNECTION.

D. Self-Insurance Self-insurance and self-insured retentions in insurance policies are subject to separate approval by COUNTY CONNECTION upon review or evidence of CONTRACTOR'S financial capacity. Such programs must provide at least the same coverage and protection required above.

E. Crime Insurance (Employee Theft) CONTRACTOR will provide crime insurance, including coverage for CONTRACTOR's employee dishonesty and theft of money and securities from any inside location or outside messenger with the following limits of liability:

Employee Dishonesty:	\$250,000
Depositors' Forgery	\$250,000
Off and On Premises	\$50,000
Computer Fraud	\$250,000

With the permission of COUNTY CONNECTION, a deductible of up to \$25,000 may be permitted on any of the above coverages. CONTRACTOR covenants that it shall reimburse COUNTY CONNECTION for any and all losses within said deductible plus the cost to prove the loss, accountants' fees, defense costs, and attorneys' fees associated therewith. CONTRACTOR shall be responsible for and shall indemnify COUNTY CONNECTION from and hold it harmless against any and all such costs and expenses.

COUNTY CONNECTION shall be named as a joint loss payee on the policy. Prior to the commencement of work, a certificate evidencing this coverage shall be furnished to COUNTY

CONNECTION by the CONTRACTOR. The policy shall also provide that the CONTRACTOR's policy will not be cancelled or coverage reduced without sixty days' prior written notice to COUNTY CONNECTION.

F. Failure to Procure Insurance CONTRACTOR's failure to procure and maintain required insurance will be a material breach of the contract and COUNTY CONNECTION may immediately terminate.

10. COMPENSATION

The CONTRACTOR agrees to perform all of the services included in Section 2 for the fixed and hourly costs provided in its proposal, Exhibit B, for each service, which sum shall include all labor, materials, taxes, profit, overhead, insurance, bonding, software maintenance fees, subcontractor costs and all other costs and expenses incurred by the CONTRACTOR. The total cost for the two year base term of the Agreement is not to exceed Fourteen Million Sixty Thousand Nine Hundred Thirty Five Dollars (\$14,060,935) for the base two year term, as approved by the Board.

	Year 1	Year 2
Fixed Monthly Rate	\$146,109.33	\$146,514.97
Service Hour Rate	46.61	49.53
Total Annual Variable	\$4,701,224	\$5,099,377
Total Estimated Annual Cost	\$6,454,535.96	\$6,857,556.65

In the event that COUNTY CONNECTION exercises one or more option terms, compensation shall be in accordance with the CONTRACTOR's proposal (Exhibit B), which amounts shall include all labor, materials, taxes, profit, overhead, insurance, bonding, software maintenance fees, subcontractor costs and all other costs and expenses incurred by the CONTRACTOR.

11. MANNER OF PAYMENT

CONTRACTOR shall submit monthly invoices, detailing the services performed during the billing period. COUNTY CONNECTION will endeavor to pay approved invoices within thirty (30) days of their receipt.

12. FEDERAL CLAUSES

A. ENERGY CONSERVATION

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

B. CLEAN WATER AND AIR REQUIREMENTS

(1) 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., and the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et. seq. The CONTRACTOR agrees to report each violation to COUNTY CONNECTION and understands and agrees that COUNTY CONNECTION will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in part or in whole with federal assistance provided by the FTA.

C. LOBBYING

CONTRACTOR shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." CONTRACTOR shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. CONTRACTOR shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures shall be forwarded to COUNTY CONNECTION. CONTRACTOR shall ensure that all of its Subcontractors under this Contract shall certify the same. Prior to execution of this Agreement, CONTRACTOR shall submit the "Certification for Federal Aid Contracts," included in the contract documents. COUNTY CONNECTION is responsible for keeping the certification of the CONTRACTOR, who is in turn responsible for keeping the certification forms of subcontractors.

D. ACCESS TO RECORDS AND REPORTS

CONTRACTOR shall provide all authorized representatives of COUNTY CONNECTION, the FTA, and the Comptroller General of the United States access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. CONTRACTOR also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain the same until COUNTY CONNECTION, the FTA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

E. 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 Agreement (Form FTA MA (23) dated October, 2016) between COUNTY CONNECTION and the 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.

F. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) COUNTY CONNECTION and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to COUNTY CONNECTION, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

G. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, 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, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, 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 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(2) 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 FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5353(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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

H. PRIVACY ACT

The following requirements apply to CONTRACTOR and any of its employees that may administer any system of records on behalf of the Federal Government under any contract:

(1) The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. §552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and

that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

I. CIVIL RIGHTS REQUIREMENTS

Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity

The following equal employment opportunity requirements apply:

Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. 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. § 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 for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

J. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220. 1F, dated November 1, 2008, 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 COUNTY CONNECTION requests, which would cause COUNTY CONNECTION to be in violation of the FTA terms and conditions.

H. GOVERNMENT WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 2 CFR Parts 180. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935.

The CONTRACTOR is required to comply with 249 CFR Part 18029, Subpart C and must include the requirement to comply with 249 CFR Part 18029, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal, CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by COUNTY CONNECTION. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to COUNTY CONNECTION, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. SAFE OPERATION OF MOTOR VEHICLES

The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the CONTRACTOR or COUNTY CONNECTION. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

13. CONTRACTOR'S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of the COUNTY CONNECTION. The CONTRACTOR is and shall be an independent contractor, and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

14. ASSIGNMENT

CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY CONNECTION.

15. COUNTY CONNECTION WARRANTIES

The COUNTY CONNECTION makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

16. COUNTY CONNECTION REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the COUNTY CONNECTION, the General Manager of the COUNTY CONNECTION, or such person or persons as he shall designate in writing from time to time, shall represent and act for the COUNTY CONNECTION.

17. TERMINATION

The COUNTY CONNECTION shall have the right to terminate this Agreement for convenience at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

In the event that the CONTRACTOR breaches the terms or violates the conditions of this Agreement, and does not within twenty (20) days of written notice from COUNTY CONNECTION cure such breach or violation, COUNTY CONNECTION may immediately terminate the contract, and shall pay the CONTRACTOR only its allowable costs to date of termination.

If the Agreement is terminated for any reason other than a default by CONTRACTOR, the COUNTY CONNECTION shall pay to CONTRACTOR in accordance with the provisions of Section 10 all

sums actually due and owing from COUNTY CONNECTION for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such termination. If the Agreement is terminated for default, the COUNTY CONNECTION shall remit final payment to CONTRACTOR in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

18. LABOR CODE REQUIREMENTS

In the event that CONTRACTOR is terminated or is not selected or designated as the COUNTY CONNECTION paratransit contractor beyond the term of this Agreement, CONTRACTOR shall be obligated to carry out such Agreement termination and transition activities as may be required by COUNTY CONNECTION to preserve and protect the operational integrity of COUNTY CONNECTION and to help effect a smooth transition to the successor contractor.

During COUNTY CONNECTION's re-procurement of this contract and in accordance with California Labor Code Section 1072, CONTRACTOR will be required within 15 calendar days, to provide to COUNTY CONNECTION the number of employees who are performing services under this Agreement and the wage rates, benefits, and job classifications of those employees. In addition, CONTRACTOR shall make this information available to any entity that COUNTY CONNECTION has identified as a bona fide proposer to provide successor services. In the event that the successor contract is awarded to a new contractor, CONTRACTOR will, within 15 calendar days, provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees performing services under this Agreement to the successor contractor. During the re-procurement period, CONTRACTOR will also be required to provide COUNTY CONNECTION, within 10 calendar days of COUNTY CONNECTION's request, copies of all current CONTRACTOR labor agreements with crafts represented in COUNTY CONNECTION paratransit service, if any.

19. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All Contractor and subcontractors costs incurred in the performance of this Contract will be subject to audit. CONTRACTOR and its subcontractors shall permit the COUNTY CONNECTION, the Federal Transit Administration, or their authorized representatives to inspect, examine, make excerpts from, transcribe, and copy CONTRACTOR's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR shall also provide such assistance as may be required in the course of such audit. CONTRACTOR shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the COUNTY CONNECTION's auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONTRACTOR agrees to reimburse the COUNTY CONNECTION for those costs within sixty (60) days of written notification by the COUNTY CONNECTION.

20. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions 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 for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

21. NON-DISCRIMINATION ASSURANCE

The CONTRACTOR agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONTRACTOR agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and/or the Fair Employment and Housing Act Government Code section 12940 et seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.) and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

The applicable regulations of the Fair Employment and Housing Commission Implementing Government Code Section 12940 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part.

22. CONFLICT OF INTEREST

CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under the COUNTY CONNECTION's Conflict of Interest Code. CONTRACTOR

agrees to promptly submit a Statement of Economic Interest on the form provided by COUNTY CONNECTION upon receipt.

No person previously in the position of Director, Officer, employee or agent of the COUNTY CONNECTION may act as an agent or attorney for, or otherwise represent, CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the COUNTY CONNECTION, or any Officer or employee of the COUNTY CONNECTION, for a period of 12 months after leaving office or employment with the COUNTY CONNECTION if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

23. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between the COUNTY CONNECTION's Manager of Accessible Services and the CONTRACTOR's Project Manager.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the COUNTY CONNECTION:	COUNTY CONNECTION Attn: General Manager 2477 Arnold Industrial Way Concord, CA 94520-5327
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If to the CONTRACTOR:	Transdev Services, Inc. Attn: Ron Bushman, Regional VP 720 East Butterfield Rd Suite 300 Lombard, IL 60148
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The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

24. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

25. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

26. THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties

27. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

28. SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of the circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.

29. DEFINITIONS

The following terms shall be defined as follows. These definitions shall supersede and take precedence over all other definitions of the same terms:

Hourly Rate/Billable Rate: The Hourly Rate/Billable Hour shall be based upon Vehicle Services Hours.

Vehicle Service Hours: Vehicle Service Hours will be defined as "service hours minus, fueling, lunch, breaks and unproductive slack time."

Service Hours: Service Hours will be defined as "hours a vehicle travels from the time it leaves the yard at 2477 Arnold Industrial Way, for scheduled passenger trips each day until it returns to the yard, minus lunch and breaks"

Unproductive Slack Time: Unproductive slack time will be defined as 90 mins or more, between first pickup and last drop-off, as not having a passenger on board (not to include lunch or break times).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

CENTRAL CONTRA COSTA TRANSIT AUTHORITY:

CONTRACTOR:*

By: *Rich Rumm*

Title: General Manager

By: *Transdev Services, Inc.*

Title: *Michael Setzer*

ATTEST:

By: *[Signature]*
Secretary for COUNTY CONNECTION

By: *Michael Setzer*

Title: *President*

APPROVED AS TO FORM:

By: *[Signature]*
Attorney for COUNTY CONNECTION

* Two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONTRACTOR will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.

PARATRANSIT FACILITY USE AGREEMENT

This Paratransit Facility Use Agreement ("Agreement") is entered into as a condition of the Paratransit Services Contract between CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("COUNTY CONNECTION" or "Owner") and Transdev Services, Inc. ("Contractor" or "User") on the same date as the commencement date of the Paratransit and Associated Services Contract.

1. PREMISES: COUNTY CONNECTION hereby agrees to allow Contractor to utilize the portions of the Paratransit Facility and adjacent yard areas ("Premises") as described below and indicated on the attached site plan.
 - A. Paratransit Facility. The Contractor shall be entitled to occupy and utilize, non-exclusively, the areas of the second (main) floor designated as the Reservations/Dispatch office area, File Room, Restrooms, up to two offices, and the Copy Room. In addition, the Contractor shall be entitled to occupy and utilize, non-exclusively, the entire first (ground) floor area including, Maintenance Shop, Maintenance Shop Office, Parts Room, Restrooms, and Lunchroom. The Contractor shall not have access to the Telephone Equipment Room or the Elevator Machinery Room.
 - B. Yard Area. The Contractor shall be entitled to utilize the yard areas adjacent to the Paratransit Facility. These areas shall be used for the storage and cleaning of the paratransit van vehicle fleet (fleet) only. The yard area directly adjacent to the maintenance shop vehicle doors shall be used for minor mechanical adjustments, which can be performed without the possibility of hazardous material contamination of the concrete surface.
2. TERM: The term of this Agreement shall be coterminous with the Services Agreement for Paratransit and Associates Services between COUNTY CONNECTION and Contractor (Services Agreement), which consists of a two-year base term, with three one-year option terms. In the event that the Services Agreement is terminated, this Agreement will be terminated as well.
3. DELIVERY OF PREMISES: COUNTY CONNECTION shall deliver to Contractor the Premises in a clean and acceptable physical condition for use for the purpose intended and the Contractor shall agree to assume all responsibility for the continued maintenance of the Premises in a condition not less than that which the areas were in at the time of commencement of this Agreement.
4. IMPROVEMENTS: COUNTY CONNECTION 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, which are in some manner, attached to the physical structure of the Paratransit Facility and would result in cosmetic or structural damage to the Paratransit Facility upon their removal, to COUNTY CONNECTION. 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 COUNTY CONNECTION.

5. TERMINATION: The COUNTY CONNECTION shall have the right to terminate this Agreement for convenience or default at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall vacate the Premises within the time period set forth in the notice, in accordance with Section 6 of this Agreement.
6. CONDITION OF PREMISES DURING AND AT EXPIRATION OF AGREEMENT: Contractor shall, along with the COUNTY CONNECTION's Manager of Facilities & Grants, Kevin Finn, inspect and agree upon the condition of the Premises at the inception of the Paratransit Services Contract. An exit inspection of the Premises shall be conducted at the expiration of the Contract to determine the extent of repair or refurbishment required to return the Premises to their original condition as agreed upon at the beginning of the Contract allowing for normal wear experienced during the term of the Contract.
7. MAINTENANCE AND TRASH REMOVAL: COUNTY CONNECTION shall provide daily janitorial services for routine trash removal and floor care in all office and restroom areas except the Maintenance Shop Office. The Contractor shall be solely responsible for the routine cleaning and trash removal within the Maintenance Shop, Parts Room, and Maintenance Shop Office areas of the Premises.

Contractor shall acquire and maintain trash removal services for a dumpster of appropriate size for the disposal of trash generated within the Premises of the Contractor.

The Contractor's Project Manager shall coordinate with COUNTY CONNECTION'S Maintenance Manager, the regular quarterly cleaning of the Paratransit maintenance shop areas. The COUNTY CONNECTION maintenance shop conducts a regularly scheduled quarterly cleaning of the COUNTY CONNECTION Maintenance Shop. The Contractor shall, at the same scheduled time as COUNTY CONNECTION Maintenance Shop personnel, conduct the quarterly cleaning of the Paratransit maintenance shop areas. The COUNTY CONNECTION Maintenance Department will instruct designated Contractor shop personnel in the operation of the COUNTY CONNECTION's forklift and steam cleaning equipment. Contractor shop personnel shall utilize same to transport all moveable shop equipment from the Paratransit Maintenance Shop to the COUNTY CONNECTION Maintenance Shop steam clean room for cleaning. The quarterly cleaning shall be completed in a manner acceptable to the COUNTY CONNECTION Maintenance Manager.

8. BUILDING EXPENSES: Due to the co-habitation of the Paratransit Facility by the Contractor and COUNTY CONNECTION staff, there are a number of features that will be utilized by both entities. COUNTY CONNECTION has provided a copy machine with document feeder and sorting capabilities and a facsimile machine (FAX). COUNTY CONNECTION will maintain a service agreement for the maintenance of this equipment. Contractor shall provide the necessary toner/inkjet cartridges and white paper supply for use by both entities in both pieces of equipment. COUNTY CONNECTION shall be responsible for non-phone utility expenses.
9. BUILDING REPAIRS: During the course of the Contract, repairs to the Paratransit Facility will be needed. COUNTY CONNECTION, as the legal owner of the facility, shall assume responsibility for the repair of structural or building-related equipment failures not resulting from negligent use

or operation of the Facility or the provided equipment by the Contractor and its employees, agents, or vendors. All other repairs will be the sole responsibility of Contractor with COUNTY CONNECTION approval.

Contractor shall notify the COUNTY CONNECTION Director of Administration or Maintenance Manager regarding situations that require the repair or maintenance of the Paratransit Facility. Contractor shall allow adequate and reasonable time for the COUNTY CONNECTION to determine the extent of the situation and repair the noted problem if needed.

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 Paratransit Facility to a condition acceptable to COUNTY CONNECTION management. Contractor shall notify the COUNTY CONNECTION Director of Transportation or Director of Maintenance of the damage. The COUNTY CONNECTION Maintenance Manager will assess the extent of the damage and direct the needed repairs.

10. FIRE EXTINGUISHERS: COUNTY CONNECTION will also maintain certified fire extinguishers at approved locations throughout the facility. A firm selected by COUNTY CONNECTION will maintain the fire extinguishers annually. In the event Contractor utilizes a fire extinguisher, Contractor shall immediately notify the COUNTY CONNECTION Maintenance Manager of the usage and arrange for replenishment of the extinguisher at the Contractor's expense using the COUNTY CONNECTION's designated service firm.
11. HVAC: COUNTY CONNECTION shall have exclusive control of the thermostatic controls for the Paratransit Facility regarding minimum and maximum set points for heating and air conditioning. COUNTY CONNECTION shall maintain the HVAC equipment in a serviceable condition.
12. LANDSCAPING: COUNTY CONNECTION shall maintain the landscaping around the Paratransit Facility. It shall be the responsibility of the Contractor to insure that receptacles for the disposition of discarded cigarettes and other smoking materials are maintained, and routinely serviced, and that discarded smoking materials not placed in the provided receptacle are picked up and removed on a daily basis.
13. NO SMOKING: Smoking is not permitted in any COUNTY CONNECTION building
14. YARD AREA: Contractor shall maintain the yard area directly adjacent to the vehicle service bay doors in a neat, clean and orderly manner. No materials shall be stored around the exterior faces of the Paratransit Facility.
15. ACCESS TO FACILITIES: The Contractor shall have keyed access to the Paratransit Facility in order to make the building available to its employees during normal hours of operation. Contractor shall not have keyed access to areas not designated in Premises above, which are for the exclusive use of COUNTY CONNECTION.
16. 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 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 materials shall be delivered to or placed within the Contractor's Premises without a current Material Safety Data Sheet (MSDS) on file in the Contractor's vehicle maintenance shop area.

17. RESERVATIONS AND VEHICLE MAINTENANCE COMPUTER SYSTEMS: COUNTY CONNECTION will provide to Contractor an operational networked computer system for the purpose of scheduling rides and maintaining a database of eligible clients. The Reservations system will consist of two (2) network servers, a laser printer, and eleven (11) workstations. COUNTY CONNECTION will provide for the hardware maintenance on the physical computer components and provide back up of all data. The Contractor shall be responsible for annual software maintenance and upgrade contract with Trapeze® Software Group, Inc. for the Trapeze® PASS Scheduling software. The software agreement shall be in the name of COUNTY CONNECTION and funded by the Contractor.

The Contractor shall also designate at least one employee as a software product administrator for the purpose of training and assisting other Contractor employees with the operation of the system.

The workstation located in the office of the Contractor's Project Manager shall be connected to the COUNTY CONNECTION web network for the purpose of receiving software updates and to provide Trapeze technical support personnel modem access to the reservations system for routine maintenance and troubleshooting.

The Contractor may, at its discretion and expense, install a Contractor owned computer system in the maintenance shop office for the purpose of maintaining computerized vehicle maintenance records.


18. TELEPHONE LINES AND CHARGES: The telephone system in the Paratransit Facility is owned and operated by COUNTY CONNECTION. CONTRACTOR shall utilize the provided telephone system for the purposes required by the Contract. CONTRACTOR shall have unlimited outbound access through COUNTY CONNECTION'S telephone system. COUNTY CONNECTION maintains a call detail recording system and shall use same to determine the costs associated with the outbound services consumed by CONTRACTOR. County Connection will pay the expense for all incoming and outbound phone calls related to the management of the Contract. All other calls will be the CONTRACTORS responsibility to pay.

Telephone line connections to the CONTRACTOR's Project Manager's desk and the shop office desk will be provided by COUNTY CONNECTION. COUNTY CONNECTION maintains a telephone line to the Paratransit Facility facsimile (FAX) machine. COUNTY CONNECTION will assume all responsibility for repairs or replacements required by normal wear for all telephone sets. CONTRACTOR shall be responsible for all damage to equipment caused by the negligence of CONTRACTOR's personnel, including, but not limited to spillage of liquids onto the phone sets, abuse, or any other act by CONTRACTOR personnel not related to the normal use of such equipment. The Manager of Information Technology shall approve any additions or modifications to the standard telephone set prior to installation or modification.

19. SPEED LIMITS ON COUNTY CONNECTION PREMISES: Contractor shall inform all of its employees, agents, and vendors of the MANDATORY posted speed limit of all vehicles while traversing the COUNTY CONNECTION bus parking pad. Violations of the posted speed limit will be brought to the attention of the Senior Manager of Specialized Services and appropriate remedial action will be required.
20. VENDOR CONTACTS: The Contractor and its employees and agents shall not refer any vendor for maintenance products or services to COUNTY CONNECTION'S Maintenance Department. The COUNTY CONNECTION Maintenance Department maintains its own program and procedures for vendor selection.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

CENTRAL CONTRA COSTA TRANSIT AUTHORITY : CONTRACTOR:*

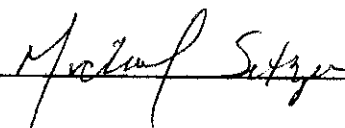
By: 

By: Transdev Services, Inc.

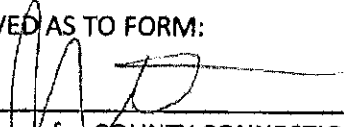
Title: General Manager

Title: Michael Setzer

ATTEST: 
By: _____
Secretary for COUNTY CONNECTION

By: 
Title: President, Michael Setzer

APPROVED AS TO FORM:

By: 
Attorney for COUNTY CONNECTION

* Two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONTRACTOR will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR
PARATRANSIT AND ASSOCIATED SERVICES
TRANSDEV SERVICES, INC.**

THIS FIRST AMENDMENT is made as of May 21, 2020 by and between CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("COUNTY CONNECTION") TRANSDEV SERVICES, INC. ("CONTRACTOR").

WHEREAS, on May 15, 2019, COUNTY CONNECTION and CONTRACTOR entered into an agreement for services for professional services in connection with the provision of COUNTY CONNECTION ADA paratransit and associated services (the "Agreement");

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to exist in California as a result of the threat of the COVID-19 outbreak;

WHEREAS, on March 16, 2020, the public health officers of seven Bay Area jurisdictions, including the County of Contra Costa, issued legal orders directing residents to shelter at home for three weeks beginning on March 17, 2020 through April 7, 2020, and which orders limit activity, travel and business functions for only the most essential needs;

WHEREAS, on March 31, 2020 and May 18, 2020, the public health officers of seven Bay Area jurisdictions, including the County of Contra Costa, issued legal orders extending the shelter at home order;

WHEREAS, the impacts of COVID-19, the shelter at home orders, and the need to maintain social distancing on paratransit vehicles, have resulted in a significant decrease in County Connection paratransit ridership;

WHEREAS, the Federal Transit Administration ("FTA") has issued guidance pertaining to how COVID-19 impacts certain FTA requirements;

WHEREAS, such FTA guidance states that grantees may modify third party transit operator contracts to pay for eligible operating/maintenance expenses required to retain readiness or eligible fixed operations/maintenance expenses;

WHEREAS, such FTA guidance also states that grantees may use certain FTA funds to reimburse transit vehicle expenses for incidental uses, such as providing temporary meal delivery services;

WHEREAS, in accordance with such FTA guidance, COUNTY CONNECTION now wishes to modify CONTRACTOR's scope of services in response to the COVID-19 pandemic; and

WHEREAS, CONTRACTOR agrees to such modifications in accordance with the terms of this First Amendment.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 of the Agreement, Rendition of Services, is amended by adding the following language as a new subsection entitled COVID-19 Pandemic Services:

COVID-19 Pandemic Services

The Parties acknowledge that due to the COVID-19 pandemic ("Pandemic"), CCCTA paratransit operations have been significantly impacted. The nature, magnitude and

duration of CCCTA paratransit operational changes are not known and impossible to forecast at the time of the execution of this First Amendment. As a result, the Parties agree to work collaboratively to adjust and determine over time the appropriate level of services under this Agreement. To accomplish this, the Parties will meet on a regular basis to be mutually determined, but at least monthly, to consider the level and scope of CONTRACTOR services needed. This collaborative process will continue over the course of the Pandemic period when restrictive orders are in place and in the months to follow as the Pandemic health risks dissipate and a new stable level of paratransit service is established.

Pursuant to Section 7 of the Agreement, Changes, in order to respond to the Pandemic, and in accordance with Federal Transit Administration ("FTA") guidance regarding the Pandemic's impact on certain FTA requirements, effective March 19, 2020, COUNTY CONNECTION requires CONTRACTOR to provide the following scope of services ("Pandemic Scope of Services"):

- Meals on Wheels
- School District Meal Delivery Program
- ADA Paratransit Services
- Emergency COVID -19 Transport Services (These will be volunteer drivers and they will be entitled to an additional \$5 per hour hazard pay on top of the normal pay rate)

In addition to the Pandemic Scope of Services set forth in the paragraph above, Central Contra Costa County may request COUNTY CONNECTION's assistance with other activities to respond to the Pandemic or other emergency(ies). In such instances, COUNTY CONNECTION may issue a written order to CONTRACTOR to perform such services and, unless objected to by CONTRACTOR, such additional services will not require a formal amendment to the Agreement.

These trips will be logged into the Trapeze database for reporting and billing purposes. CONTRACTOR will need to include bill codes/funding codes for each specific service. Since some of the services are on call, it is difficult to schedule the drivers, so they will need to report to work, in full uniform, pre-trip their vehicles and be ready to go out for the requested services.

Furthermore, COUNTY CONNECTION may issue a written directive instructing CONTRACTOR to maintain a minimum headcount of people on payroll required to maintain operational readiness in order to quickly resume paratransit services upon the lifting of restrictive orders. The minimum headcount required will either be directly stated by COUNTY CONNECTION or mutually agreed upon by the Parties. The costs associated with this operational readiness workforce will be compensated by COUNTY CONNECTION.

CCCTA will immediately notify CONTRACTOR of any change(s) in the foregoing commitments.

2. Section 10 of the Agreement, Compensation, is amended by adding the following language as a new subsection entitled COVID-19 Pandemic Services:

COVID-19 Pandemic Services:

In order to respond to the Pandemic, and in accordance with FTA guidance regarding the Pandemic's impact on certain FTA requirements, effective March 19, 2020, COUNTY CONNECTION will pay CONTRACTOR the standard hourly rate (plus an additional \$5 hazard pay per hour for Emergency COVID-19 Transport Services) set forth in this Section 10. CONTRACTOR must invoice COUNTY CONNECTION for the drivers reporting to work for such services. Each invoice must include bill codes/funding codes for each specific service.

Furthermore, should COUNTY CONNECTION issue a written directive that CONTRACTOR keep a minimum headcount of people on payroll required to maintain operational readiness in order to quickly resume paratransit services upon the lifting of restrictive orders, CONTRACTOR must invoice COUNTY CONNECTION for such costs on a monthly basis.

During the Pandemic, billable hours will be understood to be driver work hours (excluding lunch breaks) rather than gate to gate hours, excluding 90 minutes of unproductive time. This definition of billable hours will be reviewed regularly until the Pandemic health risks dissipate and a stable level of paratransit service is established.

3. Except as expressly modified by this First Amendment, all other terms and conditions of the Agreement shall remain in effect.


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement by their duly authorized officers as of the day and year first written above.


COUNTY CONNECTION:

CONTRACTOR:

CENTRAL CONTRA COSTA
TRANSIT AUTHORITY

TRANSDEV SERVICES, INC.*

By: 
General Manager

By: 
Title: Regional Vice President

ATTEST:
By: 
Secretary

By: _____
Title: _____

APPROVED AS TO FORM:

By: 
Attorney for the COUNTY CONNECTION

* Two officers of the corporation consisting of one from each of the following two categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONTRACTOR will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.

**MEMORANDUM OF UNDERSTANDING
REGARDING PILOT PROGRAM TO IMPLEMENT AND PROVIDE CONSOLIDATED
PARATRANSIT SERVICES**

This Memorandum of Understanding (MOU) is entered into as of this 1st day of April, 2021, by and between the Central Contra Costa Transit Authority (CCCTA) and the Livermore Amador Valley Transit Authority (LAVTA), collectively referred to herein as "the Parties."

RECITALS

- A. CCCTA is a joint powers authority that provides public bus transit service and complementary paratransit service (LINK) in the Central Contra Costa County area.
- B. LAVTA is a joint powers authority that provides public bus transit service and complementary paratransit service within the cities of Dublin, Livermore, Pleasanton, and the immediately adjacent unincorporated areas of Alameda County within its jurisdiction.
- C. The Parties desire to participate in a cooperative one-year pilot program (Program) to consolidate paratransit services in their respective jurisdictions using the services of CCCTA's paratransit service provider, Transdev Services, Inc. (Transdev), with the understanding that the Parties may implement a permanent program following the successful completion of the Program.
- D. CCCTA has an existing contract with Transdev to provide paratransit services (the Transdev Agreement), and Transdev has an existing subcontract with Big Star to fulfill the Transdev Agreement. The Parties understand that CCCTA will amend the Transdev Agreement to incorporate this Program, and that Transdev will perform paratransit services for LAVTA pursuant to the amended Transdev Agreement.

I. Purpose:

This MOU serves to memorialize the arrangement for the implementation, administration and coordination between the Parties regarding the Program.

II. Scope of Pilot Program:

- A. Transdev will perform paratransit services for LAVTA pursuant to the amended Transdev Agreement, and Big Star's vehicles will be identified with signage indicating the following: "Wheels DAR."
- B. Resources to be shared between the Parties will include, but not be limited to: the services of the Transdev General Manager; reservations; dispatching; scheduling; scheduling software; and road supervision.
- C. LAVTA customers will continue to call the LAVTA call center at 925-455-7510, which number will be routed to CCCTA call center, for reservations.
- D. Each Party will continue to manage its customer complaint process in order to monitor quality and success of the Program. LAVTA will work directly with Transdev on complaint investigation and resolution.

- E. Trips originating within LAVTA's jurisdiction will be charged LAVTA's fares. Trips originating within CCCTA's jurisdiction will be charged CCCTA's fares.
- F. This Program will not impact the services provided by Transdev pursuant to the regional ride pilot program, which is subject to a separate Memorandum of Understanding between the Parties (along with other transit agencies) entitled Memorandum of Understanding Regarding Pilot Regional Transfer Trip Project dated November 1, 2020.
- G. In certain circumstances, a CCCTA vehicle may be used to provide Alameda County Emergency Function resource services on behalf of LAVTA, in which instance the cost for the associated fuel (which costs will reflect a pass through of Transdev's actual fuel costs) will be added to the Monthly Fee.
- H. The Transdev Agreement will be amended to incorporate the Program into its scope of services, including but not limited to Transdev's compliance with Drug and Alcohol Program Compliance and Service/Maintenance Standards as outlined in ADA PARATRANSIT SERVICES PROJECT NUMBER 2018-MA-03, Section 3 Part D and Section 4, respectively, and the indemnity obligations stated in section V below.

III. CCCTA Responsibilities:

The primary CCCTA contact person for the administration of the Program will be the Director of ADA and Special Services.

CCCTA will manage reservations through its contract with Transdev. LAVTA customers will continue to call the LAVTA call center and will be routed to CCCTA's call center for reservations.

CCCTA will start charging fares upon the Effective Date of this MOU. CCCTA shall collect all fares and reduce LAVTA's monthly invoice by an amount equivalent to the total of all LAVTA fares for the month. In addition, for every trip originated in LAVTA's jurisdiction, CCCTA will also provide LAVTA with an invoice credit equivalent to one passenger fare to cover the cash or ticket revenue collection (tickets will be scanned by CCCTA and provided electronically to LAVTA), with the exception of the following trips, which are provided free of charge to passengers:

- Inbound interagency transfers from County Connection Links or East Bay Paratransit.
- ADA in-person assessments.
- Tri-Valley Accessible Advisory Committee meetings.
- Guarantee Ride Home/No Strand Policy.

For any trips carrying more than two passengers (beyond the ADA passenger fare plus one free Personal Care Attendant), the companion fares will also be credited to the

invoice as outlined for regular passengers. Finally, for any tickets collected, LAVTA will reimburse CCCTA for their cost on an ongoing basis when they are turned in to LAVTA.

CCCTA will provide LAVTA with preliminary monthly estimates of hours and costs by the 10th of each month, with a final invoice following by the 20th. The format of the invoice will be discussed and finalized between the Parties, but must include line items indicating the Monthly Fee and amount of total LAVTA fares discounting the Monthly Fee.

Along with each final invoice, CCCTA will also provide LAVTA with a monthly report by the 20th of each month regarding the usage and other metrics such as ridership by hour, mile and on time performance. These reports will also include data as outlined under ADA PARATRANSIT SERVICES PROJECT NUMBER 2018-MA-03, Section 3 Part J (Records/Management & System Reports).

IV. LAVTA Responsibilities:

The primary contact person for the administration of the Program for LAVTA will be the Director of Operations and Innovation. LAVTA staff agrees to cooperate in good faith with CCCTA to attend CCCTA Board meetings or provide communications to CCCTA staff and the Board regarding the Program and this MOU.

LAVTA will pay CCCTA for Transdev services originating within LAVTA's service area at a rate of \$50.42 per Vehicle Service Hours. For purposes of this MOU, "Vehicle Service Hours" and other measurements of service time have the same meanings as in the Transdev Agreement as follows:

A. Pursuant to Amendment One to the Transdev Agreement, during the COVID-19 Pandemic, billable "Vehicle Service Hours" will be understood to be driver work hours from the time the driver clocks in for service (either on the driver's driveway if within the LAVTA service area or when the driver enters the Trapeze "polygon" in the LAVTA service area) through and until the time when the driver arrives home (or leaves the Trapeze "polygon" in the LAVTA service area if the driver lives outside the LAVTA service area), excluding lunch breaks. The Parties will regularly meet and confer regarding whether this definition should still apply, and once the COVID-19 Pandemic health risks dissipate and a stable level of paratransit service is established, the Parties may use the "Vehicle Service Hours" definition in subsection B below.

B. Once a stable level of paratransit service is established (as mutually determined by the parties), the following definitions will apply:

- "Hourly Rate/Billable Rate": The Hourly Rate/Billable Hour shall be based upon Vehicle Service Hours.
- "Vehicle Service Hours": Vehicle Service Hours will be defined as "service hours minus, fueling, lunch, breaks and unproductive slack time."

- "Service Hours": Service Hours will be defined as "hours a vehicle travels from the time it leaves the yard at 2477 Arnold Industrial Way, for scheduled passenger trips each day until it returns to the yard, minus lunch and breaks."
- "Unproductive Slack Time": Unproductive slack time will be defined as 90 minutes or more, between first pickup and last drop-off, as not having a passenger on board (not to include lunch or break times).

Additionally, LAVTA will pay CCCTA the Monthly Fee of \$34,238.56 for additional staff required to accommodate and provide LAVTA services, consisting of: 1 operations/safety manager, 1 customer service representative, and 2 dispatchers.

LAVTA will also pay CCCTA a monthly amount of \$280, which amount will cover the cost of cameras on 6 Big Star vehicles.

Absent any disputes, LAVTA will pay CCCTA invoices within 15 days after receipt. LAVTA will make an initial deposit to CCCTA of \$100,000 by April 15, 2021 for purposes of allowing CCCTA to timely fulfill its payment obligations to Transdev without waiting for LAVTA payments (Initial Deposit). Any amount remaining from the Initial Deposit will be returned to LAVTA within 30 days of conclusion of the Program. If the average of two monthly invoices exceeds \$100,000, the Parties agree to work in good faith to determine the amount of additional deposit(s) (Additional Deposit(s)) for LAVTA to make in order to ensure continued ease of administration of the Program. The Parties may mutually agree to remove the requirement for Additional Deposit(s) during the term of this MOU.

Should LAVTA dispute an invoice or a charge or line item thereon, LAVTA may withhold payment or pay under protest while preserving any and all remedies by so stating in writing when submitting payment. In the event of any invoice dispute, the Parties agree to cooperate in good faith to resolve the dispute within 30 days. If the Parties are unable to come to an agreement and desire to terminate the MOU, they may do so pursuant to the provisions governing termination for cause in section VI below, including LAVTA's payment of all amounts due through termination, except for disputed amounts.

LAVTA will have the right to audit CCCTA's records to confirm that the compensation is consistent with the services provided.

V. Mutual Hold Harmless

A. Each of the Parties will indemnify, hold harmless and defend the other Party and its directors, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Party) when arising out of or resulting from any negligent act or omission or willful misconduct by the indemnifying Party, its agents, employees, contractors or subcontractors in connection with any aspect of the Program.

B. The indemnifying Party's obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Party must, at its expense, satisfy and discharge the same. Indemnitees may require the indemnifying Party to obtain counsel satisfactory to the Indemnitees.

D. This indemnification will survive termination or expiration of this MOU.

E. The Transdev Agreement will be amended to add LAVTA and its directors, officers, employees and agents to the Agreement's existing indemnification and insurance requirements.

VI. Term; Termination

The term of this MOU shall commence when both this MOU is approved and executed and the amendment to the Transdev Agreement is approved and executed (Effective Date), meaning that the date of the second document's approval and execution begins the term. The Effective Date will be no earlier than April 1, 2021. This MOU will thereafter continue in full force and effect for one year, unless earlier terminated as provided below or extended by written agreement. This MOU may be terminated for convenience by either Party with 30 business days' notice. This MOU may be terminated immediately for cause by either Party if a defaulting Party does not cure the default within 5 business days from written notice of default. All amounts due and owing for Transdev services will be paid to CCCTA through the effective date of termination, and CCCTA will reimburse LAVTA any remaining funds from the Initial Deposit and any Additional Deposit(s). A default under this MOU is defined as either Party failing to comply with any of their respective obligations provided by this MOU.

VII. Miscellaneous:

A. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for; in the process of being assembled or prepared by or for; or furnished to CCCTA or LAVTA under this MOU, are the joint property of CCCTA and LAVTA. Each Party is entitled to copies and access to these materials during the progress of the Program and upon expiration or termination of this MOU. Both Parties may retain a copy of all material produced under this MOU for use in their general activities.

B. Notices. All notices and communications deemed by either Party to be necessary or desirable shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to CCCTA:	Central Contra Costa Transit Authority Attn: General Manager 2477 Arnold Industrial Way Concord, CA 94520-5327
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If to LAVTA:	Livermore Amador Valley Transit Authority
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Attn: Executive Director
1362 Rutan Court, Suite 100
Livermore CA 94551

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

C. No Waiver. No waiver of any default or breach of any covenant of this MOU by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.

D. Assignment. No Party can assign, transfer or otherwise substitute its interest or obligations under this MOU without the written consent of the other Party.

E. Governing Law. This MOU is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

F. Modifications. This MOU may only be modified in a writing executed by both Parties.

G. Disputes. If a question arises regarding interpretation of this MOU or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the other Party. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.

H. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this MOU, the prevailing Party in said proceedings will be entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled.

I. Relationship of the Parties. It is understood that this is an MOU by and between independent contractors and is not intended to and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.

J. Warranty of Authority to Execute MOU. Each Party to this MOU represents and warrants that each person whose signature appears hereon is duly authorized and has the full authority to execute this MOU on behalf of the entity that is a Party to this MOU.

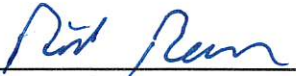
K. Severability. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement, or the application thereof, will remain in full force and effect.

L. Counterparts. This MOU may be executed in counterparts.

M. Entire MOU. This MOU constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the Parties on the same subject.

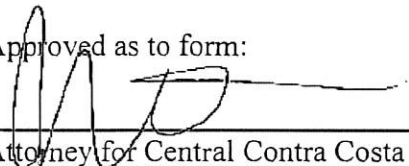
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding by their respective duly authorized officers as of the day and year first above written.

CCCTA:



Rick Ramacier, General Manager
Central Contra Costa Transit Authority

3/29/2021
Date

Approved as to form:



Attorney for Central Contra Costa
Transit Authority

LAVTA:


Michael Tree, Executive Director
Livermore Amador Valley Transit Authority

MARCH 29, 2021
Date

Approved as to form:


Attorney for Livermore Amador Valley
Transit Authority
Christine L. Crowl, Special Counsel

**FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR
PARATRANSIT AND ASSOCIATED SERVICES
TRANSDEV SERVICES, INC.**

THIS FOURTH AMENDMENT is made as of November 1, 2021 by and between CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("COUNTY CONNECTION") TRANSDEV SERVICES, INC. ("CONTRACTOR").

WHEREAS, on May 15, 2019, COUNTY CONNECTION and CONTRACTOR entered into an agreement for services for professional services in connection with the provision of COUNTY CONNECTION ADA paratransit and associated services (the "Agreement");

WHEREAS, by Resolution No. 2020-022, the COUNTY CONNECTION Board of Directors authorized the First Amendment to the Agreement with Transdev Services, Inc., in order to respond to the COVID-19 pandemic;

WHEREAS, on March 29, 2021 the parties executed Amendment Two to the Agreement to extend the Agreement term and adjust the compensation;

WHEREAS, on March 30, 2021 the parties executed Amendment Three to the Agreement to memorialize a cooperative one-year pilot program ("Program") to consolidate paratransit services in the respective COUNTY CONNECTION and Livermore Amador Valley Transit Authority (LAVTA) jurisdictions using the services of the CONTRACTOR; and

WHEREAS, the parties now desire to amend the Agreement to extend the Program for another year and adjust the compensation methodology for the Program.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 of the Agreement, Rendition of Services, is amended by changing the title of the subsection entitled "One-Year Pilot Program to Provide Consolidated Services" to "Two-Year Pilot Program to Provide Consolidated Services" and revising paragraph A of said subsection as follows:

Two-Year Pilot Program to Provide Consolidated Services

A. In accordance with the Third and Fourth Amendments, effective April 1, 2021, CONTRACTOR will perform paratransit services for the Livermore Amador Valley Transit Authority (LAVTA) for a two-year pilot term (Program) pursuant to this Agreement, and CONTRACTOR's subcontractor's, Big Star, vehicles will be identified with signage indicating the following: "Wheels DAR."

2. Section 10 of the Agreement, Compensation, is amended by changing the title of the subsection entitled "One-Year Pilot Program to Provide Consolidated Services" to "Two-Year Pilot Program to Provide Consolidated Services" and revising said subsection as follows:

Two-Year Pilot Program to Provide Consolidated Services:

In accordance with the Third and Fourth Amendments, the above compensation provisions are revised as follows:

Effective April 1, 2021, COUNTY CONNECTION will pay CONTRACTOR for services originating within LAVTA's service area at a variable rate of \$50.42 per revenue hour.

Effective November 1, 2021, COUNTY CONNECTION will pay CONTRACTOR for services originating within LAVTA's service area at a variable rate of \$50.42 per billable hour.

"Billable hour" is defined as occurring when the driver arrives to pick up the passenger and transports said passenger to their destination (no deadhead). This will be defined by the "live hours" captured in the Trapeze reports.

Payment will not be made for "no shows" or "missed trips".

Effective, July 1, 2021, COUNTY CONNECTION will pay CONTRACTOR for services originating within COUNTY CONNECTION's service area at a variable rate of \$50.42 per revenue hour.

During the period of time for which the Program is in place, the fixed monthly rate due to Transdev will be \$182,530.84, consisting of \$148,292.28 for services provided to COUNTY CONNECTION and \$34,238.56 (this amount included \$280 for cameras on 6 vehicles) for services provided to LAVTA.

3. Section 11 of the Agreement, Manner of Payment, is amended by changing the title of the subsection entitled "One-Year Pilot Program to Provide Consolidated Services" to "Two-Year Pilot Program to Provide Consolidated Services" and revising said subsection as follows:

Two-Year Pilot Program to Provide Consolidated Services:

In accordance with the Third and Fourth Amendments, for the duration of the Program, CONTRACTOR will submit monthly invoices separately detailing the services provided to COUNTY CONNECTION and LAVTA.

4. Except as expressly modified by this Fourth Amendment, all other terms and conditions of the Agreement, as previously amended, shall remain in effect.

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