

**AMENDMENT TO AGREEMENT  
NO. 4**

THIS AMENDMENT TO AGREEMENT is made on \_\_\_\_\_, by and between the CITY OF SAN LUIS OBISPO a municipal corporation and charter city, hereinafter referred to as "CITY" and FIRST TRANSIT INC., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

**WHEREAS**, on June 16, 2015, the City entered into an Agreement with Contractor for Transit Operations & Maintenance (Agreement); and,

**WHEREAS**, on April 5, 2018, the City and Contractor entered into an Amendment to Agreement No. 1, amending the scope of services to reflect changes in Revenue Service Hours as a result of the implementation of Short-Range Transit Plan; and

**WHEREAS**, on January 8, 2019, the City and Contractor entered into an Amendment to Agreement No. 2, amending the scope of services to reflect the pass-thru purchase of an Automatic Vehicle Location System; and

**WHEREAS**, on March 3, 2020, the City and Contractor entered into an Amendment to Agreement No. 3, to exercise the first of three possible extensions provisioned within the original contract at anegotiated price; and

**WHEREAS**, the Agreement's term is set to expire on June 30, 2021 and the City desires to exercise a second one-year contract extension option as indicated in the Agreement's Section 2.c.; and

**WHEREAS**, the Agreement requires the City and Contractor to negotiate the price formulas for the one-year contract extension; and

**WHEREAS**, the Contractor has submitted a proposal for this purpose and said proposal is acceptable to the City. Attached hereto as attachment A is a copy of the Contractor's Proposal.

**NOW, THEREFORE**, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

1. TERM OF AGREEMENT

Term. Subject to the terms and conditions of this agreement, the term of this agreement shall be from July 1, 2021 through and including June 30, 2022.

2. MAXIMUM OBLIGATION

City agrees to pay Contractor in consideration for its services as described herein.

The maximum cost to be paid by City to Contractor shall not exceed **\$2,883,946** based on services in Agreement's Exhibit A.

### 3. PRICE FORMULA

City agrees to pay Contractor for performance of the services set forth in this agreement as follows:

- a. Payment of a fixed hourly rate per vehicle service hour of **\$38.92** in Year One;  
A vehicle service hour is defined as on vehicle providing passenger service for one hour during the service hours specified herein. A vehicle service hour shall be deemed to have commenced when a vehicle leaves CITY's Transit Center (located at 990 Palm Street) to provide the services required herein and shall not include any out-of-service vehicle time used for vehicle operator breaks or lunches. A vehicle service hour shall terminate when a vehicle returns to CITY Transit Center prior to any cleaning, servicing or fueling of the vehicle. The hourly rate shall include vehicle operator wages, fringe benefits, indirect labor and all consumable material costs that can be tracked by vehicle service hour such as vehicle maintenance parts and supplies including oil.
- b. Payment of a fixed monthly rate of **\$100,201.89** in Year One; to compensate CONTRACTOR for all work to be performed under this agreement as defined in Exhibit A, except that which is included under Paragraph 5(a) and Paragraph 7 of this agreement including, but not limited to: vehicle operator non-service wages; management, controller and maintenance employee wages and said employees fringe benefits and indirect labor costs; bus washing and cleaning supplies; uniforms; report reproduction; office supplies; project telephones; all other related operational costs; and the contract management fee.
- c. Payment of a fixed monthly rate of **\$11,888.16** in Year One; for the cost incurred in providing all vehicle and general liability insurance required under this agreement as such insurance is defined in this agreement. This amount shall be in excess of the fixed monthly rate as defined herein. CITY reserves the right, however, to alternatively secure all or part of the specified insurance coverage

### 4. EXTRA SERVICES

Special promotional and community services shall be considered extra services and will be provided only with the authorization of City and the mutual consent of the Contractor. Such services shall be defined as those non-permanent service hours operated outside of the services identified in Exhibit A. Extra services shall be considered a change to this agreement as defined herein and shall be in excess of the maximum price defined in Paragraph 4. The costs for extra services will be determined at a rate per vehicle service hours of **\$38.92** in Year Four and billed separately from the services specified in the Agreement's Exhibit A.

5. All other terms and conditions of the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

ATTEST:

CITY OF SAN LUIS OBISPO

\_\_\_\_\_  
Teresa Purrington, City Clerk

By: \_\_\_\_\_  
Mayor Heidi Harmon

APPROVED AS TO FORM:

CONTRACTOR: FIRST TRANSIT INC.

\_\_\_\_\_  
J. Christine Dietrick, City Attorney

By: \_\_\_\_\_  
Fadi Chakbazof, Senior Vice President