



**REQUEST FOR PROPOSALS**  
*for*  
**Shuttle Operation Services**  
*for*  
**Mountain View Transportation Management  
Association**

**DATE ISSUED: November 22, 2022**

**CONTACT:**

Roni Hattrup, Mountain View Transportation Management Association

Email: [admin@mvgo.org](mailto:admin@mvgo.org)

**Proposal Submission Deadline: January 12, 2023 @ 3:00PM**

*A copy of this RFP and any updates can be found on our website at  
[www.mvgo.org](http://www.mvgo.org), on or after November 22<sup>nd</sup>, 2022*

## **I. INTRODUCTION**

The Mountain View Transportation Management Association (MTMA) is requesting proposals from qualified Contractors to operate a shuttle service in the City of Mountain View, California, to/from the Mountain View Transit Center to various member locations throughout the Mountain View Community.

It is the intent of the MTMA to award a contract for a term of nearly five (5) years, ending December 31<sup>st</sup>, 2027.

The selected contractor shall be responsible for providing all personnel and the specified equipment needed for the service, as described below and in Attachment A, Scope of Services. Proposer's may team up with other service and/or equipment providers in providing the scope of services.

## **II. ATTACHMENTS**

The attachments listed below are included with this Request for Proposals (RFP) for your review and submittal:

- Attachment A: Scope of Services
  - Appendix A: Shuttle Operations Protocols
  - Appendix B: Sample Lease Agreement with ABC Companies
- Attachment B: Sample Shuttle Operations Agreement
  - Exhibit C: Shuttle Funding Agreement & Subsequent Amendments with City of Mountain View
- Attachment C: Cost Forms
- Attachment D: Sample Relevant Experience Table
- Attachment E: Workforce Retention Declaration Form
- Attachment F: Current Contractor Wages & Benefits

## **III. INSTRUCTIONS TO PROPOSER**

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

1. Have carefully read and fully understand the information that was provided by the MTMA to serve as the basis for submission of this proposal.
2. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. Represent that all information contained in the proposal is true and correct.
4. Did not, in any way, collude, conspire to agree, directly or indirectly with any person, firm, corporation of other Proposer in regard to the amount, terms or conditions of this proposal.
5. Acknowledge that the MTMA has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the MTMA permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that the proposer was not fully informed to any fact or condition.

Any addendum to this RFP will be posted on the MVgo website at [www.mvgo.org](http://www.mvgo.org). All addenda shall become a part of this RFP.

Questions or comments regarding this RFP must be emailed and received by the MTMA no later than 12:00PM on December 22, 2022. Inquiries received after this date and time will not be acknowledged. All correspondence shall be submitted via email to [admin@mvgo.org](mailto:admin@mvgo.org).

The MTMA shall not be responsible for any oral instructions, interpretations or explanations issued by the MTMA or its representatives.

All Proposals shall be submitted to:

Roni Hatstrup, MTMA  
c/o Gray-Bowen-Scott  
1121 Newell Avenue, Suite 200  
Walnut Creek, CA 94596

Proposals may be mailed, hand delivered or couriered. Faxes and/or emails will NOT be accepted.

**Proposals must be delivered no later than 3:00PM on January 12<sup>th</sup>, 2023.**

The Proposer shall submit one (1) original and three (3) copies of its proposal in a sealed envelope, as well as an electronic version submitted on CD or USB.

This RFP does not commit the MTMA to enter into a contract, nor does it obligate the MTMA to pay for any cost incurred in preparation and submission of proposals. The MTMA reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent RFP's;
- Postpone opening for its own convenience;
- Remedy technical errors in the RFP Process;
- Approve or disapprove the use of particular sub consultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the proposals; and/or
- Enter into agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the MTMA.

#### **IV. Proposed RFP Timeline**

The estimated RFP timeline is as follows:

| Activity                              | Date/Deadline           |
|---------------------------------------|-------------------------|
| Issue RFP                             | November 22, 2022       |
| Deadline for questions/clarifications | December 22, 2022       |
| <b>Proposal submittal deadline</b>    | <b>January 12, 2023</b> |
| Contractor Interviews, if needed.     | January 17-24, 2023     |
| Contractor Selection (estimated)      | January 26, 2023        |

|                                 |                   |
|---------------------------------|-------------------|
| Appeals Process Deadline        | February 17, 2023 |
| Contract Awarded (estimated)    | February 23, 2023 |
| Service Start Date (estimated)* | July 1, 2023      |

*\*Service start date may be modified to accommodate new vehicle delivery, if needed.*

## **V. Proposal Content & Format**

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposers understanding of the MTMA's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to understanding an evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and/or proposal will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered Sections 1 through 8 in the proposal document.

### Cover Letter

Proposal shall include a cover letter (limited to one page) introducing Contractor and signed by a person authorized to bind the Contractor to the scope of services, cost and schedule included in this RFP and any contract subsequently awarded to said Proposer. Proposer's offer shall constitute a firm offer for 120 days from the date of submittal. Contractor's contact information, including email, shall be included. Letter shall identify by firm name and services to be provided and shall list all subconsultants included on Contractor's team. The letter should acknowledge receipt of any Addenda to this RFP.

### Section 1: Proposal Summary

This section shall discuss the highlights, key features and distinguishing points of the Proposal.

### Section 2: Profile on Proposing Firm

This section shall include a brief description of the Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Proposer firm's financial stability, capacity and resources. Include the same discussion for all subcontractors participating in the proposal, if applicable.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by Proposer or by its subcontractors where litigation is still pending or has occurred within the last three (3) years or (b) any type of project where claims or settlements were paid by the contractor or its insurers within the last three (3) years.

### Section 3: Qualifications

This section shall include a brief description of the Proposer's qualifications and previous experience on similar or related projects. Specific details demonstrating relevant experience shall be detailed in a table format similar to Attachment D, Sample Relevant Experience Table.

This section shall also include any disclosures of contractual relationships with any member of the MTMA. The members of the MTMA are listed under Section A of Attachment A, Scope of Services.

#### Section 4: Approach

This section shall include a description of Proposer's approach in completing the Scope of Services, defined in Attachment A. In this section, Proposer shall demonstrate their understanding of the MTMA's service plan and performance expectations and describe their methodology for implementing the services, as well as continued oversight to ensure services are performed in accordance with the MTMA's expectations, which are defined in Attachment A, Scope of Services and Shuttle Operations Protocols.

Proposer information should include, but not necessarily be limited to, the following items:

1. Driver recruitment and retention programs, including performance and tenure bonus programs;
2. Training and incentive programs for drivers, dispatchers and managers;
3. Vehicle Make/Model/Year for the following proposed vehicle options:
  - a. Gasoline or Clean Diesel
  - b. Electric
4. Charging infrastructure specifications, if available or proposed.
5. Start-up plan and schedule for implementation of services.
6. Driver check-in & Vehicle Roll Out plan for on and offsite Facilities.

Proposer should use this section to demonstrate why they believe their approach is superior and should be chosen for this work. Proposer should describe any changes, additions or recommendations proposed to scope of services.

#### Section 5: Proposed Innovations

Proposers may share what efficiencies, innovation and/or "tried and true" methodologies they would employ to provide qualified personnel, vehicle equipment and maintenance, as well as any other proposed concepts to run a successful shuttle operation for the MTMA resulting in passenger satisfaction.

#### Section 6: Personnel

This section shall discuss how the Proposer intends to staff the services. The Proposer shall identify the designated Project Manager who will act as the key contract liaison with the MTMA. The Project Manager will be an important factor considered by the review committee. Changes in Project Manager may be cause for rejection of the proposal. Proposer shall include a resume for the Project Manager describing term of employment with Contractor as well as years of operations management experience and a list of clients served.

Proposer shall also define their plan for staffing road supervisors, dispatchers and driver positions required to perform the services and must complete Attachment E, Workforce Retention Declaration Form.

Lastly, Proposer must indicate their union status, name of union and current term of collective bargaining agreement, if applicable, and provide the wage scale for proposed staff, including hourly wages for various levels of seniority, as well as the benefits offered to employees, including paid time off, medical, dental and retirement benefits. The minimum hourly wage for shuttle operators shall be no less than twenty dollars (\$25) per hour.

#### Section 7: Proposal Exceptions

This section shall discuss any expectations or requested changes that Proposer has to the MTMA's RFP conditions, requirements and sample shuttle operations agreement. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in Attachment B, Sample Shuttle Operations Agreement. Items not excepted will not be open to later negotiation.

#### Section 8: Cost Forms

Proposer shall complete the Cost Forms, which are included as Attachment C. All costs shall be presented using the Cost Forms. The Proposer must submit costs as shown for shuttle services and must include fixed and variable costs as indicated. The Proposer should confirm their Cost Forms are guaranteed for the term of this contract and acknowledge that additional services may be added at the rates shown in Attachment C.

The cost forms are categorized as follows:

**1. Labor & Administration - Fixed Cost per Service Hour (Table 1)**

Proposer shall define the annual fixed cost per service hour including both direct labor and overhead expenses, operations and dispatch office, layover locations, and maintenance facility. Fleet parking and bus storage should be excluded from this fixed cost. Service hours shall be defined as the time the vehicle is in service (from the time vehicle departs from the first stop to the time the vehicle arrives at the last stop). If the Service Hours exceed the highest range shown in Table 1 of Attachment C, the fixed hourly rate shall be negotiated.

**2. Fleet Parking – Fixed Monthly Cost (Table 2a & 2b)**

Proposer shall define the monthly fixed costs for fleet parking expenses. Monthly costs shall include fleet parking and electric charging infrastructure only. Proposer shall indicate whether electric charging infrastructure is available, including the number of units available. Fleet parking costs shall also include any site retrofits to support the vehicle needs (i.e. EV charging stations, maintenance facility retrofits, etc.), if applicable.

**3. Vehicle – Fixed Monthly Cost per Vehicle (Table 3)**

Vehicle costs shall include vehicle acquisition and depreciation, as well as vehicle branding as defined in the Attachment A, Scope of Services. Proposer shall provide the monthly cost per vehicle for the following types of vehicles for MVGo services, only:

- Gasoline or Clean Diesel
- Electric

Proposer shall provide no more than two vehicle options for each vehicle type.

MVCS vehicles have been acquired via lease agreements by MTMA. The selected Contractor will be required to provide insurance for the MVCS vehicles and to enter into the lease agreements as a

Sublessee/Operator responsible for meeting the insurance and operating requirements. All other financial obligations will be the responsibility of the MTMA as the primary lessee. A sample of the lease agreement is attached as Appendix B, to Attachment A, Scope of Services.

#### **4. Vehicle Maintenance – Fixed Cost per Service Hour (Table 4a & 4b)**

For MVgo services (Table 4a), proposer shall define the vehicle maintenance costs per service hour, which shall include all maintenance costs associated with each of the proposed vehicle types. Service hours shall be defined as the time the vehicle is in service (from the time vehicle departs from the first stop to the time the vehicle arrives at the last stop). If the service hours exceed the highest range shown in Table 4 of Attachment C, the fixed hourly rate shall be negotiated.

Vehicle maintenance for MVCS vehicles must be provided by ABC Companies, as the leasing agent. Proposer must enter into agreement with ABC Companies for maintenance services for all MVCS vehicles. Contact information for ABC Companies is provided in Attachment A, Scope of Services. For MVCS services (Table 4b), ABC Companies has provided a fixed monthly rate for preventative maintenance, vehicle washing, daily inspections, topping off of fluids, vehicle roll out and minor DVI repairs listed on Table 4b. All other repairs shall be billed at cost to MTMA with a percent mark-up which shall be provided by Proposer on Table 4b. The proposer's percent mark-up shall be applied to all maintenance costs.

#### **5. Fuel Details (Table 5a & 5b)**

For MVgo services (Table 5a), proposer shall provide deadhead miles per day, month and year, as well as the total vehicle miles. Proposer shall also provide details of the vehicle options proposed, as well as the estimated miles per gallon for each vehicle type.

For MVCS services (Table 5b), proposer shall provide deadhead miles per day, month and year as well as the total vehicle miles.

## **VI. Agreement Terms**

The proposer should include a statement that they acknowledge receipt of and have reviewed, Attachment B, Sample Shuttle Operations Agreement and Appendix B to Attachment A, Sample Lease Agreement. Contractor shall state acceptance of all sample Agreement terms or if not, clearly identify any exceptions to shuttle operations agreement. For each exception noted, identify why taken and supply suggested alternative language.

## **VII. Insurance Requirements**

The selected Proposer(s), at Proposer's sole cost and expense shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Section 7 in Attachment B, Sample Shuttle Operations Agreement, during the full term of the agreement.

## **VIII. State Mandate Bidding Preference**

California Labor Code §1072(a) requires that each person or entity submitting a bid in response to this Request for Proposals shall declare whether or not the bidding person or entity will retain the employees of the prior contractor for the subject service area for a period of not less than ninety (90) days from the commencement of the term of the Contract. For purposes of this provision, "employee" shall have the meaning ascribed thereto in California Labor Code §1071 (d). A declaration form is

included as Attachment E, Workforce Retention Declaration Form, which shall be executed and submitted by each proposing firm as part of their submittal.

In accordance with the provisions of California Labor Code §1070 et seq., MTMA shall provide a ten percent (10%) preference to any entity bidding on this Request for Proposal that agrees in writing to retain the employees of the current contractor pursuant to the provisions of California Labor Code §1072(a).

An entity that has agreed to retain employees pursuant to the provisions of California Labor Code §1072(a) and has been awarded the contract (the "Contractor") shall (i) make a written offer of employment to each employee to be hired which offer shall state the time within which the employee must accept the offer, which date may not be less than ten (10) days from the date of issuance, and (ii) retain employees of the prior contractor in accordance with the requirements of California Labor Code §1072(c)(2). Nothing herein shall require the Contractor to pay the same wages or offer the same benefits provided by the current contractor. If, at any time, the Contractor determines that fewer employees are required than were required under the prior contract, the Contractor shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the Contractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the Contractor.

MTMA's incumbent contractor has furnished a list of the number of employees who are performing services under the Contract as required by applicable Labor Code sections, and the wage rates, benefits, and job classifications of those employees. MTMA has incorporated this information as Attachment F to this Request for Proposals. If the contract that is the subject of the Request for Proposals is awarded to an entity other than the existing contractor (assuming the existing contractor submits a bid thereon), the existing contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successful bidder with respect to the new contract.

In addition to any other termination provisions contained in the Contract, the Contract may be terminated for a substantial breach of the foregoing provisions concerning employee retention following a public hearing held within thirty (30) days of a request of any member of the public for termination under this provision or the announcement by MTMA of its intention to terminate the Contract under this provision.

Should the proposed Contract be terminated pursuant to this provision, the Contractor shall be ineligible to bid on or be awarded a service contract with MTMA for a period of not less than one year and not more than three years, which period shall be determined by MTMA in its sole and absolute discretion.

## **IX. Selection Criteria**

An evaluation committee comprising of members of the MTMA Board of Directors and other appointees will evaluate all proposals submitted by the proposal submission deadline. Interviews with some or all proposers will be conducted, if necessary. Selection will be based on the following factors and rating system:



1. Quality of relevant experience and client satisfaction. (0-5 points)
2. Experience of proposed staff. (0-5 points)
3. Overall proposed approach, efficiencies, innovation, etc. for services requested (0-4 points)
4. Contractor's success with providing, retaining and training of qualified key staff and drivers. (0-5 points)
5. Contractor's proposed vehicles and vehicle storage and charging facilities (0-3 points)
6. Contractor's Compliance with State Mandate Bidding Preference (Attachment E: Workforce Retention Declaration Form) (3 points)
7. Cost. (0-5 points)

Total Maximum Points: 30

## **X. RFP Appeals Procedure**

After Notice to Respondents are sent identifying selected Contractor, firms wishing to file an appeal protesting the decision must do so in writing by the protest deadline stated in the RFP timeline. All appeals must be sent via email at [admin@mvgo.org](mailto:admin@mvgo.org).

The appeal must include the name and contact information for the person representing the protesting firm; a complete written statement specifying the grounds for the protest and supporting fact; and clearly state the relief sought. If an appeal is filed, the MTMA shall issue a written decision on the appeal to the protester.

## **Attachment A: SCOPE OF SERVICES**

### **MTMA Shuttle Operations RFP 2023-2027**

#### **A. Background**

The MTMA, a non-profit mutual benefit corporation, was formed in 2013 for the purpose of addressing transportation concerns of the corporation's members and the community; including reducing traffic congestion and improving connectivity to and from their member's respective place of business. At this time there are fourteen (14) members who have joined the MTMA and more are expected to join over time. The services of the MTMA are determined by the Board of Directors, acting on behalf of the members of the organization, in coordination with the City of Mountain View.

The MTMA's management consultant, Gray Bowen Scott, reports to the MTMA Board of Directors and is responsible for the management of the shuttle operations contract. The Board of Directors is currently comprised of representatives of the following members of the MTMA:

- Google
- Intuit
- LinkedIn
- Microsoft
- Samsung
- Symantec
- Broadreach Capital Partners
- Sares Regis/Stockbridge
- The Sobrato Organization
- City of Mountain View
- Prometheus
- Lennar Multi-family Communities
- Brookfield Properties
- Rockwood Capital

#### **B. Description of Services**

The MTMA currently operates two fixed route shuttle networks, the MVgo shuttle program, which is funded directly by the MTMA Members through annual membership dues and operates during the commute period Monday through Friday, and the Mountain View Community Shuttle (MVCS), funded primarily by Google and the City of Mountain View and operates 7 days a week. The MTMA provides the MVCS by way of a shuttle funding agreement with the City of Mountain View.

##### MVgo Shuttle

The MVgo shuttle program is currently comprised of four (4) fixed routes which operate during the commute service period, providing a first and last mile connection to the Mountain View Transit Center. As the MTMA membership expands, it is likely the service will also expand to serve new members.

MVgo Shuttle services shall be performed on weekdays, excluding the following holidays (or other such holidays as the MTMA may designate):

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day (and the Friday after)
- Christmas Eve
- Christmas Day

Mountain View Community Shuttle

The Mountain View Community Shuttle is comprised of two (2) fixed routes operating from 7AM to 7PM Monday-Friday at a 30-minute frequency and 10AM-6PM on Saturdays and Sunday at a 1-hour frequency providing transit connectivity to shopping centers, schools, the library, local parks, El Camino Hospital, downtown and the Mountain View Transit Center.

The Mountain View Community Shuttle provides reduced service from 10AM to 6PM at a frequency of 1 hour on the following observed holidays:

- New Years Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

The MTMA may adjust service days, hours, routes, stops, schedules, service areas, and operating rules to accommodate new member locations, ridership increases or decreases, economic condition changes or changes in operating plans or requirements.

No fares will be collected. The shuttle services are free to riders.

The Contractor shall be responsible for providing the services summarized below:

- a. Providing management and operation of the MVgo and MVCS shuttle services in accordance with this Shuttle Operations Agreement and the Shuttle Operation Protocols, which are included herein as Appendix A.

**Attachment A: SCOPE OF SERVICES**  
**MTMA Shuttle Operations RFP**

- b. Providing all trained and qualified personnel necessary to independently operate the services described herein, including vehicle operators, dispatchers, management and administrative support services.
- c. Providing monthly performance reporting, including passenger and bicycle counts and on-time performance reports as described in Appendix A, Shuttle Operations Protocols.
- d. Providing customer service, including timely response to customer inquiries and complaints.
- e. Providing and maintaining vehicles defined in Section E below, including fuel, preventative vehicle maintenance, timely vehicle repairs and vehicle washing services, as needed.
- f. Providing an acceptable location for dispatch services, vehicle storage and mid-day layover locations for shuttle operators.
- g. Assisting the MTMA with the development and implementation of methods to maximize service efficiencies.
- h. Support service planning efforts of the MTMA, such as field research for potential stop locations and routing.
- i. Distribution and collection of rider surveys, when needed.
- j. Participation in meetings to discuss operational matters, as requested by the MTMA.
- k. Distribution of notices to riders and other informational items on shuttles, as directed by the MTMA.
- l. Providing notice to the MTMA of damaged or missing MVgo and MVCS branded materials, such as bus stop signage.
- m. Providing insurance coverage, per Section 7 of the Shuttle Operations Agreement.
- n. Providing the services in compliance with the Americans with Disabilities Act (ADA).
- o. Complying with all applicable drug and alcohol testing requirements as mandated by the California Public Utilities Commission and/or Department of Transportation.

Charter Services

The MTMA may also request charter services for members of the community. Charter services shall be billed at the hourly rates defined in Table 1 of the Cost Forms, included as Attachment C.

**C. Shuttle Route Information**

**MVgo Shuttle Program**

As noted above, the MVgo shuttle currently operates four (4) fixed routes on weekdays during the commute periods, which are described below. All four (4) routes serve as a key transit connection from the Mountain View Transit Center to various member employment campuses and residential developments located in the North Bayshore, San Antonio and East Whisman areas of Mountain View. The current route maps and schedules for each of the four (4) routes can be found on our website at <https://mvgo.org/shuttles>.

Routes and schedules are subject to change during the term of this agreement, at the direction of the MTMA.

Route A – Whisman/Middlefield

Route A route currently operates one (1) vehicle on a fixed route to serve the following member campuses in the Whisman/Middlefield area:

- Google

- Samsung
- Rockwood Capital

When ridership increases, a second vehicle will be added to increase capacity, service frequency and connectivity to Caltrain and VTA Lightrail. This second vehicle is estimated to go into service sometime in 2023.

The route operates in the morning from approximately 7:00 to 10:30, and in the afternoon/evening from approximately at 3:40 to 7:50.

Route B – Shoreline Blvd

Route B currently operates two (2) vehicles on a fixed route to serve the following member campuses along Shoreline Blvd., LaAvenida and Stierlin Court.

- Google
- Microsoft

The route operates in the morning from approximately 6:30 to 10:40, and in the afternoon/evening from approximately 3:30 to 8:00.

Route C – North Bayshore/San Antonio (Counterclockwise Loop)

Route C currently operates two (2) vehicles on a fixed route to serve the following member campuses & residential developments in the North Bayshore and San Antonio area:

- Google
- Intuit
- The Dean Apartments (Prometheus)
- Novo Apartments (Lennar Multi-family Communities)

This route operates in the morning from approximately 6:30 to 10:30, and in the afternoon/evening from approximately at 3:00 to 8:00.

When ridership increases, a third vehicle will be added in the morning service period to provide more capacity and increased connections with Caltrain and VTA Light Rail arrivals. This third vehicle is estimated to go into service sometime in 2023.

Route D – San Antonio/North Bayshore (Clockwise Loop)

Route D currently operates two (2) vehicles on a fixed route to serve the same member campuses and residential developments as Route C, only operating in a clockwise loop.

This route operates in the morning from approximately 6:40 to 10:45, and in the afternoon/evening from approximately at 3:00 to 8:00.

When ridership increases, a third vehicle will be added in the afternoon/evening service period to provide more capacity and increased connections with Caltrain and VTA Light Rail departures. This third vehicle will be the same vehicle used to operate Route C in the morning service period and is estimated to go into service sometime in 2023.

### Shoreline Concert Detours

The MTMA has developed standard detour routes, which are used primarily during the afternoon/evening service period on those days when a concert is scheduled at the Shoreline Amphitheater. The detour service plan applies to only Routes B and C. The primary purpose of the detour is to avoid areas of high traffic along Shoreline Boulevard and to allow sufficient travel time for drivers to navigate through the heavy congestion on concert days.

### **Mountain View Community Shuttle (MVCS)**

As noted above, the Mountain View Community Shuttle (MVCS) operates two (2) fixed routes, seven days per week in a bi-directional loop throughout Mountain View. Both routes operate Monday through Friday from 7AM to 7PM at a frequency of 30 minutes, and on Saturday and Sunday from 10AM to 6PM at a frequency of 1 hour. The service routes and schedules can be viewed on the MVCS website at <https://mvcommunityshuttle.com>.

#### Gray Route

The Gray route operates two (2) shuttles in a clockwise loop on weekdays and one (1) shuttle on weekends and holidays.

#### Red Route

The Red route operates two (2) shuttles in a counterclockwise loop and one (1) shuttle on weekends and holidays.

## **D. Personnel**

### **Project/Operations Manager**

The Contractor shall designate a Project Manager, who shall oversee all aspects of the shuttle operation to ensure the services are performed in accordance with the Shuttle Operations Agreement and Protocols. The Project Manager shall report to the MTMA any operational problems, accidents, passenger complaints or vehicular problems on the day of such occurrence. The results of CHP/PUC, DMV, ADA and other vehicular inspections shall also be reported to the MTMA within five days. The Project Manager or Dispatcher must be reachable during all service hours. The Project Manager shall be an employee of Contractor or its subcontractor and shall be the primary liaison between the MTMA and the Contractor on all matters.

### **Dispatcher**

The Contractor shall also be responsible for dispatcher duties during the operational hours of service for both MVgo and Mountain View Community Shuttle. Such duties include, monitoring drivers reporting for work and during the work shifts to ensure the services are running on time and in accordance with the Shuttle Operation Protocols, monitoring the real-time tracking system to ensure all vehicles and arrival predictions appear accurately in the system and responding to calls for information or assistance from riders and the TMA Management team. No less than two (2) dedicated dispatchers should be assigned to the MTMA shuttle program. The Project Manager may also serve as one dedicated dispatcher, provided the Project Manager is assigned solely to MTMA services.

### Drivers

Drivers shall be employees of Contractor or its subcontractor and Contractor shall be solely responsible for payment of all driver's wages and employee benefits. Contractor, without any cost or expense to the MTMA, shall faithfully comply with the requirements of all applicable state laws with respect to employees' liability, workers' compensation, unemployment insurance and other forms of social security, and also with respect to withholding of income tax at its source from wages of said driver(s) and furthermore the Contractor shall indemnify and hold harmless the MTMA from any liability, damages, claims, costs, and expenses of whatever nature arising from alleged violation of such enactments or from any claims or subrogation for in such enactments or otherwise.

All drivers furnished shall be tested by the Contractor for their driving skills, operating performance and safety habits before being placed in service. The Contractor will participate in the Employer Pull Notice program of the DMV and submit any pull notices to the MTMA at least annually and throughout the year, as received. The Contractor shall also comply with any required Federal Transit Administration regulations governing drug testing or other driver safety measures. As a minimum, drivers shall comply with the following:

1. Must possess a valid California Commercial Class B Driver's License, with Passenger Endorsement.
2. New hires shall have no moving violations or accidents within the immediately preceding twelve (12) month period before hire and no more than one (1) moving violation or accident within the immediately preceding three (3) year period before hire. Drivers must have no more than one (1) moving violation or accident within the contract term. No new hire or driver may have convictions for misdemeanor or felony driving under the influence (DUI) or failure to appear. MTMA shall have the right to request a DMV report and/or pull notices on all drivers at any given time.
3. Must be fluent in English, both verbally and in reading and writing.
4. Must wear a clean uniform. Uniforms to be provided by the Contractor.
5. Shall assist elderly or disabled customers requiring ADA access, as needed.
6. Shall not use a cell phone at any time while driving the shuttle. Direct connect radios may be used to communicate with dispatchers, when necessary.
7. Shall not be under the influence of any narcotic, intoxicant, drug or prescribed medicine or other substance.
8. Keep the vehicle clean and sanitary during the work shift, as described in Section E.
9. Shall keep a daily log of arrival and departure times and number of passengers boarding and alighting at each bus stop, as described in the Shuttle Operations Protocols, included as Appendix A.
10. May be required to honor special passes, issue bulletins and other materials, and perform occasional surveys or other actions as required by the MTMA.
11. MTMA rules for proper behavior, passenger relations and other operator/vehicle-related items as distributed from time to time.

### Vehicle Maintenance Manager

Contractor shall designate a vehicle Maintenance Manager who shall serve as one of the key personnel on this contract. The Maintenance Manager will be responsible to ensure the MVgo and MVCS fleets are being maintained in accordance with the requirements of the Department of Transportation and California Highway Patrol. The Maintenance Manager shall also be responsible for coordinating and

directing all maintenance and repairs done by subcontractors and reviewing and validating the monthly maintenance invoices to MTMA including subcontractor invoices.

### **E. Vehicles, Maintenance & Facilities**

Contractor will be responsible for providing all vehicles required to perform the services for the MVgo shuttle program, as well as fleet parking and maintenance facilities, which should be located within 20 miles of the Mountain View Caltrain Station. MTMA will provide vehicles and parking facilities for all MVCS vehicles.

Contractor will be responsible for providing an operations facility for Project Manager and Dispatcher(s). Maintenance and fleet parking facilities for MVgo and MVCS are described below.

#### **E.1 MVGo Vehicles, Maintenance & Facilities**

Contractor will be required to provide all vehicles necessary to operate the MVgo shuttle program. While the current level of service only requires the use of 7 MVgo shuttles, it is likely 2 additional vehicles will need to be put into service in calendar year 2023. The MTMA also requires a minimum of two (2) back-up vehicles.

##### **A. CONTRACTOR SUPPLIED VEHICLES**

It is the intent of these requirements that the Contractor operate vehicles which will provide safe, dependable, and comfortable transportation for passengers. Therefore, these requirements outline minimum vehicle requirements for vehicles used by the Contractor in the provision of transportation for this program. Requirements are as follows:

##### **B. VEHICLES**

All vehicles must be able to carry a minimum 28 persons, with at least one space designated for wheelchairs. Vehicles must be no longer than 35 feet in length.

The MTMA is interested in exploring options for an electric fleet of vehicles. Therefore, Contractor shall provide two vehicle options. One gas and/or diesel option and one electric vehicle option. Details regarding charging infrastructure are referenced below in Section E.1W-Facilities.

The electric vehicle option should have a range of no less than 150 miles.

##### **C. AGE**

No vehicle shall be more than 2 model years old.

##### **D. CLEAN EQUIPMENT**

Contractor shall maintain the upkeep and cleanliness of all vehicles, including;

Interior:

- Trash and debris removed daily.
- Swept and wiped down with disinfectant daily, including seats, grab handles, driver area and dashboard.
- Windows cleaned weekly.
- Ensure any damage to interior is reported and repaired within 30 days.
- Removal of rider notices, once no longer applicable.



Exterior:

- Wash vehicle once per week or more, if needed, including the roof of the vehicle, windows, etc.
- Ensure any damage to exterior is reported and repaired within 30 days.

If MTMA identifies a vehicle used in service that is not clean, the Contractor shall immediately remove the vehicle from service when requested verbally or in writing by MTMA.

**E. BRANDING**

Contractor shall be responsible for MVgo branding installation on the exterior of vehicles. MTMA shall provide Contractor with the necessary logo, general design and color pallet needed for vehicle branding.

**F. RADIO STANDARDS**

The Contractor must provide two-way radio communication equipment for every vehicle to be used in provision of service for the MTMA. The Contractor is required to provide the MTMA with its radio frequency number(s) used to communicate/dispatch its vehicles used under this contract.

**G. IDENTIFICATION OF VEHICLES VIA SIGNS**

Vehicles used in this program are required to display 3 LED signs to be supplied by the Contractor in addition to vehicle numbers which shall be unique to each vehicle and posted on the passenger loading side and rear of all vehicles. The LED signs shall mounted in the front, rear and passenger loading side of the vehicles for passengers to identify routes served.

**H. LAWS, ORDINANCES AND REGULATIONS**

It shall be the responsibility of the Contractor to assure that all Federal, State and local laws, regulation, ordinances, licenses, or inspections governing vehicles in this service are complying before service is begun and always covered by the period of this contract.

**I. SAFETY/INSPECTIONS**

The Contractor shall perform daily safety inspections of vehicles prior to beginning the day's service. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The MTMA reserves the right to ensure vehicles are being maintained properly and are in safe operating condition. If a vehicle fails inspection, it is barred from service until the problem(s) are corrected. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. The MTMA may inspect vehicles at any time and may bar a vehicle from service until problem(s) are corrected.

Each vehicle must pass all State of California Department of Transportation and/or California Highway Patrol inspections as required. Current inspection stickers must be displayed by all vehicles.

The MTMA may order, either verbally or in writing, the immediate removal from service any vehicle that the MTMA determines, in its sole discretion, does not meet the MTMA's vehicle specifications, is unsafe, or not in compliance with any Federal, State, or local laws, inspections or regulations.

**J. DAMAGE**

All damage to vehicles shall be repaired within 30 days of occurrence in a high-quality manner, regardless of cause.

**K. SPARE VEHICLES**

As noted above, the Contractor is required to have at its immediate disposal, at least 2 spare vehicles designated for the MVgo Shuttle Program. Vehicles must be able to carry a minimum of 28 passengers and maintained to the previously stated standards. It is the Contractor's responsibility to ensure that sufficient fleet vehicles are available to meet service requirements. The spare vehicles shall full conform to ADA requirements and shall be available within 20 minutes of dispatch.

**L. LIFTS**

Lifts for passenger loading must be hydraulic, electric or a combination of the two, and must be of the latest design. All current safety features are to be incorporated including: stop gate sensitive edges, manual controls, handrails, interlocks to prevent movement and shall be operable only in park. The lift to be used shall have been tested and be capable of safely lifting to 1,000 pounds. If electronic lifts are utilized, they shall also be capable of manual raising and lowering.

**M. WHEELCHAIR ACCOMMODATIONS**

Vehicles intended for servicing wheelchair users must be able to accommodate standard, electric, three-wheelers, and recent model light alloy wheelchairs.

**N. WHEELCHAIR TIE DOWN & SAFETY BELT REQUIREMENT**

Wheelchair tie-downs systems may be subject to the inspection and approval of the MTMA. No chains, blocks, wheel wells, or eye hooks shall be used in the tie down system. A wheelchair tie-down system must be in place in all vehicles used for wheelchair users who do not transfer out of the wheelchair during the trip. The tie-down system must (a) enable the chair and the occupant to be secured independently of each other; (b) not have metal to metal contact of the tie-down mechanism and the chair; and (c) secure the chair at the strongest points of the chair frames, and not at the wheels. A safety belt for each rider is required and drivers are required to ensure that the safety belts of each passenger are fastened. For wheelchair occupants, the safety belt must be independent of the wheelchair tie-down system and must be designed for release by an occupant who can release a standard clasp belt buckle.

**O. ADA ACCESSIBILITY**

Contractor shall fully comply with all the requirements of the Americans with Disabilities Act (ADA) and be solely responsible for any and all claims and expenses associated with them; and shall hold harmless, indemnify and defend the MTMA from any claims arising from its failure to meet such requirements. ADA vehicles shall comport to the following:

- a. Contractor-supplied vehicles shall be accessible as defined under the Americans with Disabilities Act law (ADA).
- b. All vehicles shall be equipped with a public address system that meets ADA requirements, including a microphone, amplifier, interior and exterior speakers, and an interior/exterior selector switch allowing for execution of interior and/or exterior announcements.
- c. Contractor shall make announcements at each designated stop, transfer location, (including intervals along the route to allow an individual to orient their location) and terminal as required by the ADA. This can be provided through an automated stop announcement system at Contractors discretion.

**Attachment A: SCOPE OF SERVICES**  
**MTMA Shuttle Operations RFP**

d. All shuttle vehicles used to provide the services described in this RFP shall have their wheelchair lifts or ramp mechanism operational at all times.

**P. STOP REQUEST SYSTEM**

All vehicles shall be equipped with a stop request system for passengers to alert operators of their desired bus stop as the bus approaches.

**Q. DOME LIGHTS**

Interior dome lights are required for all vehicles.

**R. SPARE TIRE**

Each vehicle must carry a spare tire, in good condition, and the necessary equipment for removing and mounting a tire.

**S. FIRE EXTINGUISHER**

Each vehicle must carry a full portable current inspected fire extinguisher.

**T. AIR CONDITIONING**

The vehicle heating and air conditions systems shall be designed to provide passenger comfort within the vehicle. Both heated and air-conditioned air shall be evenly distributed in the vehicle interior. Any vehicle with an inoperable air conditioning or heating system shall not be used for service. Each vehicle must use their air conditioning and/or heating system as weather conditions and passenger comfort dictate.

**U. MIRRORS**

A fully adjustable mirror shall be installed on each exterior side of the vehicle. An interior rear-view mirror shall be mounted ahead of and to the right of the operator's position to provide a general view of the interior of the vehicle.

**V. BIKE RACKS**

All MVgo vehicles shall be equipped with bike racks that will accommodate transport of eBikes.

**W. FACILITIES**

Contractor shall provide suitable facilities with which to operate the service. This includes maintenance and vehicle storage facilities for the MVgo fleet. All furnishings, equipment and supplies are the responsibility of the Contractor.

As noted above, the MTMA is interested in transitioning to an electric fleet of vehicles by 2030. As part of this procurement, MTMA would like to evaluate options for an all-electric fleet. Contractor shall indicate whether they have fleet parking facilities with charging infrastructure or facilities with the potential to install charging infrastructure within a 20-mile distance from Mountain View. Contractor shall also specify the type of charging infrastructure available and indicate the estimated time to complete a full charge. This information should be provided in Table 2a of Attachment C, Cost Forms.

In the event MTMA secures a parking and charging facility during the term of the agreement with selected Contractor, pricing shall be adjusted as mutually agreed to by both parties.

**X. FUELS AND MATERIALS**

All fuels, lubricant, parts, materials, etc. required for the performance of this contract shall be supplied by Contractor. Diesel operated vehicles must employ diesel particulate filters.

Fuel costs shall be passed through the MTMA at cost. Contractor shall provide deadhead miles and the estimated miles per gallon for each vehicle type proposed in Table 5a of Attachment C, Cost Forms.

**Y. VEHICLE MAINTENANCE**

Contractor shall be responsible for performing preventive maintenance and necessary repairs on all MVgo fleet vehicles. Contractor may perform these services internally or may outsource to a reputable vehicle maintenance vendor. Contractor will be responsible for ensuring all maintenance is performed in accordance with the requirements of the California regulatory agencies, including the Department of Transportation and the California Highway Patrol.

All costs associated with vehicle maintenance for the MVgo fleet shall be provided a fixed rate per service hour, as described in Table 4a of Attachment C, Cost Forms.

**Z. REAL TIME TRACKING EQUIPMENT**

The MTMA will be responsible for the purchase and management of the Real-time Tracking System (RTTS) for both MVGo and MVCS shuttle programs. Contractor must allow and facilitate the installation of the necessary equipment (tablets, antenna's, etc.) and must support the MTMA in troubleshooting any equipment/software issues in collaboration with MTMA's RTTS vendor.

**E2. MVCS Vehicles, Maintenance & Facilities**

All MVCS vehicles have been acquired by MTMA through lease agreements with ABC Leasing. All ABC lease agreements will need to be transferred to Contractor to conform with the insurance requirements in the lease. MTMA will be responsible for all costs associated with the lease agreements. Contractor will be responsible for the insurance of all MVCS vehicles. Current vehicle lease agreements and information are included as Appendix C.

The MVCS fleet is currently comprised of five (5) electric shuttles and four (4) gas shuttles, all of which are leased through ABC leasing. The lease term for the current MVCS fleet is through December 31, 2022. In early 2022, the MTMA ordered four (4) new Vicinity Lightning Electric buses and two (2) Turtletop gas shuttles. The two TurtleTop gas shuttles are anticipated to be delivered in September 2022. The four Vicinity EV buses with the extended battery pack are expected to be delivered in December 2022. Details on the Vicinity Lightning EV buses can be found at <https://vicinitymotorcorp.com/modelsm/vicinity-lightning-ev.html>. Upon delivery of the new vehicles, MTMA's Contractor will be required to enter into lease agreements with ABC Leasing. All MVCS vehicles will be the property of MTMA and will remain the financial responsibility of the MTMA.

The City of Mountain View is currently in the planning and design phase of their new fleet parking and charging facility on Inigo Way in Mountain View. The new parking and charging facility is expected to complete in fall 2023. In the near term, the City of Mountain View is arranging for a temporary parking and charging facility at the Google parking lot on Crittenden Lane. In the event the short-term arrangement with Google does not come to fruition, the MTMA may be interested in leasing space from Contractor, for fleet parking and storage. Contractor should indicate whether they have sufficient fleet parking available to store nine (9) MVCS vehicles and indicate whether electric charging infrastructure is

**Attachment A: SCOPE OF SERVICES**  
**MTMA Shuttle Operations RFP**

available including number of charging stations and details of the type of charging infrastructure available. This information and the estimated sublease costs should be provided in Table 2b of Attachment C, Cost Forms.

Maintenance of the MVCS fleet must be performed by ABC Companies as the proprietary leasing agent of the vehicles. Contractor must enter into a maintenance agreement with ABC Companies for repairs and maintenance of the MVCS fleet. All costs for preventative maintenance, vehicle washing, daily inspections, topping off of fluids, minor DVI repairs (light bulbs, wiper blades, switches, etc) and vehicle roll-out shall be provided at a fixed rate per month. Contractor shall provide a list of the minor DVI repair items included in the fixed monthly rate as part of Table 4b of Attachment C, Cost Forms. The cost for all other repairs shall be passed through the MTMA at cost. Any additional mark-up for parts and subcontracted services by Contractor shall be stipulated in Table 4b of Attachment C, Cost Forms. ABC Companies will provide all bidders of this MTMA RFP with consistent pricing to ensure fair bidding practices.

The point of contact for ABC Companies maintenance division is:

Madison Tsvetkov  
ABC Companies  
Email: [MTsvetkov@abc-companies.com](mailto:MTsvetkov@abc-companies.com)  
Phone: 650.368.3364

Fuel costs shall be passed through the MTMA at cost. Contractor shall provide deadhead miles per day, month and year, and calculate the total miles in Table 5b of Attachment C, Cost Forms. MTMA has provided the estimated service miles in Table 5b.

## **F. Performance Standards**

The Contractor will be responsible for providing safe and reliable bus service and will be subject to periodic monitoring by the MTMA.

Operators shall perform the services in accordance with the Shuttle Operation Protocols, which are attached as Appendix A.

### Safe Operating Practices

Contractor shall exercise safe operating practices when performing the services and shall ensure drivers operate the vehicles in accordance with state and local laws.

Performance penalties may apply if unsafe practices, such as reckless driving, speeding, offloading and loading passengers in undesignated locations, are reported and validated by the MTMA.

Daily vehicle roll-out and driver check-in must be conducted in person by a designated Operations Project Manager and/or Road Supervisor, to ensure all drivers are fit for duty.

### On-Time Performance

Contractor shall be on time for all trips to ensure smooth and efficient connections with Caltrain arrivals and departures. Contractor shall ensure drivers arrive at their first pull location at least five (5) minutes before the start of each service period.

**Attachment A: SCOPE OF SERVICES**  
**MTMA Shuttle Operations RFP**

Failure to meet the monthly on-time performance target may result in penalty assessments, which are described in Section 6 of the Shuttle Operations Agreement. On-time performance impacts caused by severe traffic or other delays out of the operators control will not be penalized, so long as they are reported by the driver and validated through the RTTS GPS reporting system.

Vehicle Appearance

Contractor shall maintain the upkeep and cleanliness of all vehicles, including daily removal of trash and debris, daily sweeping and disinfecting of seats, grab bars and other high touch surface areas. Contractor shall also ensure any damage to the interior and exterior of the vehicle is reported and repaired in a timely manner.

Training

Contractor shall provide thorough training for all its personnel in the proper performance of their duties.

Contractor's Employees providing services under the Contract shall receive proper training and instruction at the time of hiring, and prior to being assigned to the service.

In addition to Class B licensing requirements, Contractor's driver training program must include, but not limited to, periodic re-training including:

1. Eight (8) hours of behind-the-wheel instruction (must be one-on-one) including emergency preparedness and evacuation procedures.
2. Four (4) hours of defensive driving instruction (encompassing the National Safety Defensive Driving course).
3. Four (4) hours of training in assistance of elderly and/or disabled passengers. This training must include wheelchair lift operation involvement of persons with various disabilities (vision impaired, developmentally disabled, frail elderly, wheelchair-bound), and/or empathy training.
4. A full investigation and re-training program will be a requirement for each driver who experiences a preventable accident. Driver will not be placed back in service until the investigation is completed and retraining has successfully been completed. Driver must be retrained as soon as possible following the accident. The investigation shall also occur within three days of any preventable accident.
5. Advanced training for all existing, trained drivers conducted annually; this must be at least eight (8) hours long and include an overview of all elements in the new driver training program as described above.

Driver Incentive Program

The MTMA expects all drivers to conduct themselves and operate assigned vehicles in a safe, professional and courteous manner at all times. To that end, Contractor shall employ a proven driver incentive program to reward excellent driver performance.

Performance Assessments

Performance assessments are defined under Section 6 of the Shuttle Operations Agreement, included as Attachment B. The imposition of performance assessments by MTMA in no way diminishes the

responsibility of the Contractor to meet the requirements of the contract. Failure of the Contractor to comply with the requirements may result in the Contractor being considered non-compliant, which may result in contract termination.

### **G. MTMA Image & Customer Service**

Contractor shall represent the MTMA in a professional and courteous manner. MTMA will require all buses, uniforms, reporting, notifications to riders, etc. be branded with the appropriate MTMA Logo.

Contractor's primary role in supporting the MTMA's promotional effort is providing excellent customer service. This shall include, providing courteous drivers, supervisors, and dispatchers who are fluent in English and able to answer basic questions about the service schedules and routes. Drivers shall operate their assigned route(s) safely and on schedule and shall place marketing material on the vehicle as requested. Responses to customer inquiries or complaints shall be responded to in a professional manner using proper grammar and email etiquette.

The MTMA will provide all printed material and will act as the liaison with all local officials, employers and developers in connection with the operation of the service. However, from time to time the MTMA may request that the Contractor prepare and post simple notices or schedules in vehicles and assist in collection and distribution of surveys and other pertinent outreach materials as required by the MTMA.

### **H. Reporting Requirements**

Contractor is required to report passenger and bicycle boardings, per stop, mileage and hours of service each day of operation. The drivers will be responsible for recording these details on their daily manifest. The Project Manager shall regularly collect all drivers' manifests and shall ensure drivers are recording the data accurately.

The Contractor shall follow the Shuttle Operation Protocols, attached as Appendix A for all incident and operational reporting requirements. Reports shall be completed by the Project Manager and shall be submitted to the MTMA as defined in the Shuttle Operations Protocols. Failure to meet the reporting requirements may result in penalty assessments. All report formats shall be approved by the MTMA.

#### Investigation of Driver Conduct

The MTMA may notify the Contractor in writing of complaints regarding one or more drivers by name. Contractor shall conduct an appropriate investigation and report findings within five working days of notification, then summarized in the relevant monthly report. Drivers who fail to meet the performance standards or who have an excessive number of complaints must be removed from the relevant shuttle service at the MTMA's request.

#### Passenger Comments, Complaints, Inquiries

Passenger comments are typically emailed to the MVgo and/or MVCS email distribution list, which will include the MTMA Management Team as well as Contractors Project Manager and other staff designated by Contractor. Contractor shall promptly respond to all MVgo service comments or inquiries, as more specifically defined in Appendix A, Shuttle Operations Protocols. In the event a passenger comment is shared independently with Contractor, the comment must be documented and shared with the MTMA within twenty-four hours. All complaints and/or comments shall be summarized in the relevant monthly report.

On-Board/Special Surveys

Contractor shall assist the MTMA in the survey of passengers, and in the collection of any other data as required by local, regional, state and federal reporting requirements.

Grants Reporting

Contractor shall provide detailed reporting to demonstrate service hours performed/labor hours as required per grant requirements with the City of Mountain View and VTA. MTMA may request additional reporting details to conform to the various grant reporting requirements.

Other reports

Other reports may be required as deemed necessary by the MTMA.

Drug and Alcohol Testing Reports

All Drug and Alcohol testing must be conducted by a third party. The Contractor must notify the MTMA immediately of any violation of the drug and alcohol testing regulations or failure to test. Any employee of the Contractor found to have violated the drug and alcohol regulations is subject to removal from duty under the contract, depending on the facts and circumstances of the situation.

In the event an accident occurs, driver must immediately receive a drug and alcohol test. Project Manager shall record the date, time and results of test on the incident report and log, as referenced in Appendix A, Shuttle Operations Protocols.

**I. Records**

Contractor and its authorized subcontractors providing service under this agreement shall provide the MTMA such access to its books, records and facilities as the MTMA deems necessary to examine, audit and inspect all work data, documents, and activities related to the Contract. The Contractor shall maintain such books, records, data, and documents based on generally accepted accounting principles as required by the MTMA's uniform system of accounts. All costs pertaining to this Contract shall be appropriately segregated by the Contractor. All such items shall be made readily accessible to the MTMA during the period of performance and for a period of four (4) years from the date of final payment by the MTMA.

The MTMA or their designee, the State, or the State Auditor General shall have access to any books, records and documents of the Contractor that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

**J. Safety and Maintenance Records**

Contractor shall maintain a safety program. Contractor shall maintain safety and maintenance records. At any time upon request by the MTMA, the Contractor shall be prepared to provide complete records of the following:

1. Company safety records for the past three (3) years.
2. Driver training procedures.
3. Department of Motor Vehicle status reports or pull notices on the licenses of shuttle vehicle drivers and supervisors (including reports of moving violations and accidents).



4. Vehicle maintenance records.

Failure to provide the above records may cause the MTMA to withhold payment of invoices and/or terminate the Agreement if the Contractor has not rectified the deficiencies within ten (10) days of written notice from the MTMA.

## **K. MTMA Responsibilities**

The MTMA is responsible for providing the following:

- a. Establishing routes and stop locations for service;
- b. Determining levels of service;
- c. Liaison with members & City of Mountain View;
- d. Preparation of various marketing materials including website content, publicity notices, route and schedule information, bus stop signs and notices to patrons, as required;
- e. Providing format for on-going reporting of the various operations and ridership statistical information required by the MTMA;
- f. Liaison with Contractor's designated Project Manager; and
- g. Liaison with the City of Mountain View, the Valley Transportation Authority (VTA), and any other public agency.



# SHUTTLE OPERATION PROTOCOLS

## Introduction

The purpose of these protocols is to define the MTMA Management Team's expectation for the MVgo and Mountain View Community Shuttle operation. The protocols are subject to change as new best practices are identified. The MTMA Management Team will notify the Operations Manager of any changes to these protocols for distribution to the shuttle operations team.

## Operations Manager/Dispatcher Attendance

The role of the Operations Manager & Dispatcher is vital to the shuttle operation. The Operations Manager and/or Dispatcher must be in the MVgo office before the first driver leaves the yard, and until the last driver returns to the yard in the evening, Monday through Friday, to manage the operation and provide customer service, except when dealing with MVgo operation matters in the field. If the Operations Manager and/or Dispatcher will be absent, she/he must designate a person to fill-in in her/his absence and must notify the MTMA Management team of her/his absence and provide contact information for the designated fill-in.

For planned absences, notice must be provided to the MTMA Management Team 3 days prior to the absence. For unplanned absences, notice must be provided as soon as possible.

## Operator Check-in

1. Operator shall arrive to work 30 minutes prior to their first scheduled departure time, to conduct their pre-trip inspection and to allow sufficient time to arrive to their first designated stop.
2. Prior to leaving the bus yard, Operator must log in to the real-time tracking system. **Operator must ensure they are logged into the real-time tracking system correctly.**
3. Prior to leaving the bus yard, Operator must activate their LED Headsign to display their designated route. **Operator must ensure their LED Headsign is displaying their route accurately.**
4. The Management/Dispatch Team shall conduct an Operator check-in prior to the start of each shift to ensure all Operators are on target to begin service as scheduled.
5. At the start of each shift, the Management/Dispatch Team shall verify ALL vehicles are appearing in the real-time tracking system as scheduled. This should be done within 15 minutes from the start of each Operators shift. If a vehicle is NOT appearing in the tracking system, the Management/Dispatch Team shall take the necessary steps to correct. If there is a technical issue with the tracking system

which cannot be immediately corrected, Management/Dispatch Team shall immediately post an alert on the real-time tracking system and notify MTMA Management and the real-time tracking system support team.

6. If an Operator is absent or unresponsive at the time of check-in, the Management/Dispatch Team shall immediately implement a back-up plan for coverage and proceed with the **Notifications of Delays/Rider Alert Postings** protocol described below.

## AM Transit Center Protocols – MVGo Shuttle Only

1. Shuttle vehicles shall be positioned at designated stop areas in transit centers ready to receive passengers prior to the scheduled MVgo departure time.
2. Passengers shall board at designated shuttle stops ONLY. The Operator shall NOT allow passengers to board the shuttle once it has departed from the designated stop location.
3. If a vehicle does not have capacity to transport the passenger load, the operator will notify Operations Manager/Dispatcher and depart when the vehicle is at capacity. The Operations Manager/Dispatcher shall record the date, time and stop location of such occurrences on a tracking log and submit to the MTMA as part of the Monthly Reporting described below.
4. Before departing from the designated shuttle stop at the Station, Operator must first verify whether the track crossing gates in the station are down. If the gates are down, Operator shall visibly verify whether people are waiting to cross the tracks at the gate. If people are waiting to cross the tracks, Operator **shall wait for the gates to open.** Once the gates have opened, Operator **shall wait up to 2 minutes** for passengers to board the shuttle.

For purpose of clarification, “departure” shall mean the moment the shuttle pulls from the curb at the designated bus stop. Once the shuttle has pulled from the curb, it has departed. Occasionally, the shuttle will be held up at the stop light, as a train enters the station. In the event the shuttle has departed and is held at the light while a train approaches, the shuttle operator shall proceed with the route and NOT allow passengers to board (for safety reasons).

5. Connecting Train Delays:
  - a. If no late arriving connection is visible at the scheduled MVgo departure time, shuttle shall depart and operate its scheduled trip.
  - b. If at the scheduled departure time the connecting train is visibly present at the station OR is approaching the station, Operator shall wait **up to 5 minutes** for late passengers to board the shuttle before departing. Operator shall also announce to those passengers waiting on board the shuttle, that he/she is waiting for passengers from the delayed train arrival and must indicate the timeframe for which the shuttle will depart.

- c. If the vehicle is making its last scheduled trip of the morning commute period and there are NO passengers on board, Operator must contact Operations Manager/Dispatcher to determine the estimated train arrival and MUST WAIT for connecting train arrival.
  - d. If the vehicle is making its last scheduled trip of the morning commute period and there are passengers waiting on board, Operator shall depart as scheduled if no late arriving connection is visible. Operator shall notify Operations Manager/Dispatcher immediately upon departure.
  - e. Once notified by Operator, per above, Operations Manager/Dispatcher must immediately access the Caltrain real-time arrival information system at <http://www.caltrain.com/schedules/realtime/stations/mountainviewstation-mobile.html> to determine the estimated arrival time for the late connecting train and make the necessary arrangements for an unscheduled shuttle pick-up at the Transit Center.
  - f. If an unscheduled pick-up at the Transit Center is arranged, Operator may perform the trip "off-route" and provide direct service to those passengers on board, if desired. Operator may return to the bus yard once all passengers have been dropped off.
6. If any of the exceptions listed above (#4) cause the operator to wait more than 5 min after the scheduled departure, Operator shall notify the Operations Manager/Dispatcher immediately and note on his/her daily driver sheet.

## Passenger Loading/Off-Loading Procedure

1. Passengers shall board/off-load at designated shuttle stops ONLY. Operator shall NOT allow passengers to board the shuttle once it has departed from the designated stop location. Operator shall NOT allow passengers to board or off-loading in any undesignated locations, unless directed otherwise by Management.
2. Operator shall allow sufficient time before departing each stop, for passengers to take their seat or to position themselves securely in the aisle, before departing each stop location.
3. Operator shall avoid abrupt acceleration, stops and turns to avoid the risk of passengers falling during transport.

## On Time Performance (OTP)/Service Delays

MVgo strives to target a 90% OTP to ensure service reliability however, we understand that traffic can cause an impact to the ability to meet the target. Safety is first and foremost and a driver should never speed or drive recklessly to try and make up for running late.

1. Delays of less than 5 minutes will not be counted as "late departures" on the OTP reports. Delays of 5 minutes or more will be considered "late". Any delays of 10

minutes or more shall be reported as described under **Notifications of Delays/Rider Alert Postings** protocol, below.

2. If the Operations Manager identifies a trend of recurring delays in one particular area (and/or a particular time of day), they should notify MTMA Management and begin tracking actual times between stops for a minimum period of one week. Collected data shall be provided to MTMA Management staff for consideration of schedule adjustments.

## Time Point Locations

Each service route shall have the following designated Time Point Locations. Operators shall use the designated Time Point locations to hold if they are running early.

### Route A:

AM – VTA Middlefield Station  
PM – Clyde @ Samsung

### Route B:

AM – Crittenden Lane @ Google  
PM – 2011 Stierlin Court (Google)  
1045 La Avineda (Microsoft)

### Route C:

AM – Marine @ Casey  
PM – Marine @ Casey

### Route D:

AM – Marine @ Casey  
PM – Marine @ Casey

## Early Departures

1. Early departures from the Transit Station are *NOT* acceptable. Operators must hold for their scheduled departure time.
2. If Operator is running early along the route, they must hold at their next designated time point location. Early departures at designated time point locations are *NOT* acceptable.

## Communication

The most critical component in sustaining a reliable shuttle service is communication.

Communication between the Shuttle Operators and the Operations Manager, communication between the Operations Manager and the MTMA Management Team and communication with our riders.

## Notifications of Delays/Rider Alert Postings

For delays of **10 minutes or more**, the Operations Team must follow the steps below:

1. Operator must immediately report the delay to the Operations Manager/Dispatcher (via 2 way radio).
2. Operations Manager/Dispatcher must immediately investigate the cause of the delay and determine a plan of action to resume service as scheduled, if feasible. This should occur within 20 min of notice from Operator.
3. Operations Manager/Dispatcher must notify MTMA Management Team of the delays and, if applicable, proposed mitigation to resume service as scheduled.

4. Operations Manager/Dispatcher must post the following alert (or similar) on Twitter and the Real-Time Tracking System:

" (ROUTE NAME) \_\_\_\_\_ Route is currently experiencing delays of  (# of MIN. DELAYED)  minutes, due to  (CAUSE OF DELAY)  \_\_\_\_\_.

For anticipated delays caused by predetermined impacts such as lane closures or absent Operators, post the following alert:

"Expect Delays on  (DATE/TIME)  \_\_\_\_\_, on the  (ROUTE NAME)  \_\_\_\_\_ Route, due to  (CAUSE OF EXPECTED DELAY)  \_\_\_\_\_.  
Service is expected to resume as scheduled on/at  ( DATE/TIME)  \_\_\_\_\_."

Examples of "Cause of Delays" include:

- Delayed Caltrain Connection
- High-level of Traffic Congestion
- Road OR Lane Closures (name street/location)
- Concert Traffic Congestion
- An Absent Operator
- An Incident Involving an MVgo Shuttle
- A Shuttle Breakdown

In addition to the Rider Alert postings on the Real-Time Tracking System and Twitter posting, the MTMA may also develop a "Notice to Riders" of anticipated service impacts. Operations Manager shall ensure the Notice to Riders are posted on the respective shuttles and/or bus stop signs as requested by MTMA. All notifications posted at bus stop signs should be removed by Operator prior to the end of the service day.

## Customer Service

Operations Manager/Dispatcher shall be professional, respectful & helpful to anyone calling or emailing with inquiries.

Operations Manager/Dispatcher shall respond to email inquiries in a timely manner, and as follows:

- Email inquiries delivered Monday – Friday between the hours of **8am – 6pm**, shall be responded to ASAP or within 2 hours of receiving the email.
- Email inquiries delivered Monday – Friday between the hours of **6pm – 8am**, OR over the weekend, shall be responded to upon arriving to work, but no later than 9am.
- Complete full investigation and implement any necessary resolution for all complaints.

Operators shall exude a professional demeanor and must be respectful of passengers at all times.

Operators shall be helpful to those passengers inquiring about routes and/or how to get to their destination.

## Incident Reporting

*An incident could include any of the following:* Shuttle Fire, Shuttle Fatality, Major Accident, Operator Injury, Passenger Injury, Operator Assault, Injury Accident, Media Event, Terrorist Incident, Pedestrian Knock-down, Passenger Assault, Multiple Collision, Vehicle Theft, Power Outage, Passenger Robbery, Operator Robbery, Natural Disaster, etc.

In addition to the safety & reporting protocols established by the Shuttle Operations Management & Safety team, the MVgo operations team must also follow the MVgo & Joint Powers Board protocols in the event of an incident, as summarized below\*:

1. Operator must **immediately** report the incident to the Shuttle Operations Manager, Dispatcher OR General Manager, if Operations Manager or Dispatcher are not available.
2. **Within 4 hours of the incident** - Operations Manager OR Dispatcher must issue the following notification to those listed on the Incident Reporting Distribution list below:

"An incident occurred \_\_\_ (date) \_\_\_ at \_\_\_ (time) \_\_\_\_\_. There were \_\_\_ (# of Injuries) \_\_\_ injuries. Service \_\_\_ (was/was not) \_\_\_ impacted. More information on this matter to follow"

3. **Within 24 hours of the incident** - Operator OR Operations Manager/Dispatcher must complete the INCIDENT REPORTING SCRIPT provided by the JPB Field Operations Event Management and email to the Incident Reporting Distribution list below.

*\*Details of incident reporting requirements are listed in the respective contract documents. The protocols summarized above do not supersede any contract requirements.*

### INCIDENT REPORTING DISTRIBUTION LIST

| Name          | Title               | Email                                                                  | Phone          |
|---------------|---------------------|------------------------------------------------------------------------|----------------|
| Roni Hattrup  | Executive Director  | <a href="mailto:roni@graybowenscott.com">roni@graybowenscott.com</a>   | (925) 899-4246 |
| Karen Boggs   | Operations Director | <a href="mailto:karen@graybowenscott.com">karen@graybowenscott.com</a> | (925) 899-2360 |
| Debi Lawrence | Executive Assistant | <a href="mailto:debi@graybowenscott.com">debi@graybowenscott.com</a>   | (925) 788-3921 |

## Passenger Counting & Over Capacity Reporting

Operator must use the fare counting system on the real-time tracking unit to count passengers, bikes and/or wheelchairs entering and exiting the vehicle at each stop.

Operator must immediately notify Operations Manager/Dispatcher if their vehicle reaches capacity. Operator must also report the following on their daily manifest:

**Did your shuttle reach capacity? (Y/N)**

**If yes, what was the approximate time? \_\_\_\_\_ AM/PM**

**Were you required to pass-up passengers waiting at a bus stop(s)? Y/N**

**If yes, please list stops passed due to over-capacity:**

\_\_\_\_\_

All reports of capacity issues, must be listed on the weekly Issues Log, described under Operations Reporting below.

## Operations Reporting

The Operations Manager shall furnish the MTMA the following reports, which are described in more detail below:

### 1. Monthly Reports:

#### a. On Time Performance Reports by Route.

- **Excused Missed Stops**

- Concert Dates – Only those stops closed during the concert detour.
- MTMA Approved Detours – All other MTMA approved detours.

#### b. Ridership by Route

- # of Service Days
- Total Ridership, including bicycle and wheelchair boardings, by Stop
- Highest # of Passengers On-Board
- Did the Shuttle reach Maximum Capacity? (Y/N)
  - If yes, please provide a log of the following:
    - Date/Time
    - Stop Location
    - Were passengers turned away due to overcapacity? (Y/N)

#### c. Summary of Incidents

- # of Incidents
- # of Injury Incidents
- Log of Incidents
  - Date/Time of Incident
  - Route



3. Bus #
4. Driver
5. Brief Description of Incident
6. Was this a vehicle accident?
  - a. If yes, was a drug and alcohol test performed?
  - b. List date and time of drug/alcohol test.
  - c. List results of test.
7. Were there injuries?
  - a. If yes, describe briefly.
8. Were there service impacts?
  - a. If yes, describe briefly.
9. Was the Incident reported as required per the "Incident Reporting" section of the Shuttle Operation Protocols? (Y/N)

**d. Customer Service**

- i. # of Complaints Received
- ii. # of Compliments Received
- iii. Log of Complaints/Compliments (log shall separate Complaints from Compliments)
  1. Date
  2. Nature of Complaint (late bus, early departure, missed train connection, driver behavior, etc.)
  3. Complaint/Compliment
  4. Date of Response
  5. Response by Operations Team
  6. Define Resolution.

**e. Notification of Delays/Rider Alerts**

- i. Were notifications/alerts issued as required per the Shuttle Operation Protocols (if applicable)? (Y/N)
- ii. If no, please explain the reason protocols weren't followed.

Revised 10072022



## OPERATING LEASE AGREEMENT

1506 NW 30th Street  
Faribault, MN 55021  
507-333-5200 \* 877-737-2221  
Fax (507) 334-0246

**THIS OPERATING LEASE AGREEMENT**, the "Lease entered into this TBD, 2022,  
by and between ABC BUS LEASING, INC., a Florida corporation, or its assigns, hereinafter referred to as "Lessor" and TBD  
a TBD (State of Domicile and Type of Business Organization) hereinafter referred to as "Lessee".

### WITNESSETH

**WHEREAS**, Lessor, or its assigns, is the owner of certain Equipment selected by Lessee described as follows:

Year/Make/Model: 2023 Turtle Top Terra Transit E450

Serial Number: TBD

hereinafter together referred to as the "Equipment"; and

**WHEREAS**, Lessee desires to lease the Equipment for terms as hereinafter specified;

**NOW, THEREFORE**, in consideration of the covenants, conditions and promises herein contained, the parties mutually agree as follows:

### ARTICLE 1 - Term and Payment Amounts:

|                               |                          |                                                   |
|-------------------------------|--------------------------|---------------------------------------------------|
| <b>Gross Equipment Value:</b> | <u>\$105,272.00</u>      |                                                   |
| <b>Beginning of Term:</b>     | <u>TBD</u>               | (Date of acceptance of this Agreement)            |
| <b>Term:</b>                  | <u>36 payments</u>       |                                                   |
| <b>Security Deposit:</b>      | <u>\$3,000.00</u>        | (Governed pursuant to provisions of Article 6)    |
| <b>Monthly Payment:</b>       | <u>\$3,250.00</u>        | (Plus, any sales or use tax, if applicable)       |
| <b>Payments in Advance:</b>   | <u>1(first)</u>          | (Due prior to possession of the Equipment)        |
| <b>Next Payment Due:</b>      | <u>TBD</u>               | And continuing on or before the TBD of each month |
| <b>Option:</b>                | <u>Fair Market Value</u> | (Governed pursuant to provisions of Article 7)    |

### ADDITIONAL TERMS and CONDITIONS -- Please read before signing.

### ARTICLE 2 - General Lease Provisions:

**A. Lease of Equipment.** This Agreement creates a lease of the Equipment only and does not create a sale thereof or the creation of any other interest therein by Lessee. Lessee agrees to keep the Equipment and title free and clear of all liens and encumbrances. Lessee acknowledges that it will not be treated as the owner of the Equipment for federal income tax purposes. Lessor and Lessee agree that this lease is a "finance lease" within the meaning of Article 2A of the Uniform Commercial Code. The parties acknowledge that Lessor has not manufactured the Equipment and that Lessee has inspected and selected the Equipment leased hereunder. References to Lessee under Article 2(B), 2(D), 2(E), 2(G), 2(K), Article 3(A-M), Article 4, Article 5, Article 11(A-C) shall also be defined to include Sub-Lessee and Operator.

**B. Control/Use of Equipment.** The Equipment leased herein shall be at all times under the sole and absolute control of Lessee, subject to the rights of Lessor as provided herein. Lessee warrants and agrees that the Equipment is being used for business or commercial uses only and that this is not a consumer transaction, or a lease for personal, family or household purposes.

In the case of any sublease of the Equipment and/or separate operating agreements Lessee, Sub-Lessee and any separate Operators (collectively referred to herein as "Lessee") shall be jointly and severally liable for all obligations and the responsibilities under this Agreement, where referenced in Article 2(A) above, and shall be referenced and fully incorporated in all Lessee's contracts with any

Sub-Lessee and/or separate Operator. If Lessee, Sub-Lessee, or Operator breaches this Lease Agreement, all parties are considered to have breached the Lease Agreement. Lessor's notices to either a Lessee, Operator, or Sub-Lessee constitutes notice to all. Lessee, Operator, and Sub-Lessee are agent of each other for notices or service of process.

**C. Payment of Rent.** Upon acceptance of the Equipment, the obligation of Lessee to pay rent for the term hereunder is absolute and unconditional under all circumstances. Lessor, by notice to Lessee, may require payments to be made hereunder to be paid by immediately available funds (cashier's check, certified bank check, wire transfer, etc.) at any time after there has occurred and is then continuing, any default in the payment of amounts due hereunder or if Lessee has provided Lessor company or personal checks drawn upon insufficient funds. Lessee further agrees upon Lessor's request to furnish Lessor its most recent financial statements, consisting of an income statement, balance sheet, such other financial or credit information as Lessor shall request and such other matters relating to the use and operation of the Equipment as may, in the reasonable judgment of Lessor, be pertinent.

**D. Maintenance/Repairs.** Lessee shall, at its own expense, keep and maintain the Equipment in good operating condition and working order, and in compliance with all applicable regulations, including all repairs and maintenance, mechanical or otherwise occasioned by normal use, accident or casualty. In the event of accident or casualty loss, Lessee shall notify Lessor within 24 hours of such accident or casualty and disclose the extent of damage and proposed method of repair. Lessor may, at its option, in the event of an accident, require repairs according to manufacturer specifications at Lessor's facilities. Further, Lessee shall perform all preventive maintenance required to insure full validation of any manufacturer's warranties, if applicable. Lessee shall maintain and make available all records required by applicable law. References to Lessee under this section shall also be defined to include Sub-Lessee and Operator.

**E. Inspection.** Lessor is hereby given the right, but not the duty, upon reasonable notice to Lessee and during its regular business hours, to inspect the Equipment on the premises of Lessee, or wherever located. In the event that Lessor determines that Lessee is not maintaining the Equipment in good operating condition, or does not make the Equipment available for inspection, it shall give written notice of its determination, and Lessee shall have fourteen (14) days to cure same, failing which Lessee shall be deemed in default hereunder. Any costs or expenses incurred by Lessor in connection with this paragraph shall be the obligation of the Lessee, payable within thirty (30) days of invoice. Any amounts due and owing hereunder shall constitute a part of this Lease and be incorporated herein and shall be secured by the Equipment leased herein. Any default by Lessee in the payment thereof when due, shall entitle Lessor to utilize all available remedies for breach hereunder, including, but not be limited to, self-help recovery of possession. Lessee agrees to keep Lessor informed at all times of Lessee's principal place of business and the principal garage and location of the Equipment.

**F. Warranties.** LESSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OF MECHANICAL CONDITION, RELIABILITY, CAPACITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER. THE EQUIPMENT IS LEASED AND ACCEPTED BY LESSEE STRICTLY "AS IS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. FURTHER, LESSEE SPECIFICALLY ACKNOWLEDGES THAT IT HAS HAD FULL OPPORTUNITY TO INSPECT SAID EQUIPMENT TO ITS FULL AND COMPLETE SATISFACTION AND IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO THAT NO ORAL REPRESENTATIONS OR STATEMENTS MADE BY LESSOR SHALL BE BINDING UPON LESSOR OR FORM A PART OF THIS AGREEMENT OR IN ANY MANNER BE INCORPORATED HEREIN. LESSOR SHALL BE DEEMED TO HAVE FULLY PERFORMED ITS OBLIGATIONS UNDER THIS LEASE AT THE TIME THE EQUIPMENT IS DELIVERED AND ACCEPTED BY LESSEE.

In the event of a manufacturer's warranty, Lessor assuming no liability to itself, shall assign to Lessee the manufacturer's warranty, as applicable, during the lease term.

Any references to Lessee under this section shall also be defined to include Sub-Lessee and Operator.

**G. Operation.** Lessee shall not allow any person not under Lessee's direct control and authorization to operate the Equipment at any time. Lessee shall employ and have absolute control and supervision over the operators of the Equipment; provided, however, that it will not permit any person to operate the Equipment unless such person is a competent and qualified licensed driver holding all legally required permits and class endorsements entitling him/her to operate said Equipment. LESSEE SHALL NOT ALLOW THE EQUIPMENT TO ENTER OR OPERATE IN MEXICO WITHOUT PRIOR WRITTEN NOTICE AND CONSENT OF LESSOR AND PROOF OF INSURANCE FOR BOTH REQUIRED LIABILITY AND FULL COVERAGE FOR PHYSICAL DAMAGE. LESSEE SHALL ALSO OPERATE THE EQUIPMENT IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO DOT, ENVIRONMENTAL AND MOTOR VEHICLE REGULATIONS. LESSEE SHALL NOT TRANSPORT ANY HAZARDOUS MATERIALS OR CONTROLLED SUBSTANCES HOWEVER DEFINED.

**H. Assignment.** This lease shall not be assigned nor the Equipment sublet by Lessee without prior written consent of Lessor. Should Lessor discover or otherwise obtain a reasonable basis to believe that the Lessee has assigned the lease or sublet the subject Equipment to any third party, Lessor shall have the unequivocal and unlimited right to immediately repossess the Equipment, in addition to all other available remedies. Lessor reserves the right to assign this lease and this lease shall remain in full force and effect following assignment by Lessor.

In addition, Lessor may assign this Lease or grant a security interest in the Equipment, or both, in whole or in part, without notice to Lessee. Lessee agrees to subordinate any leasehold interest in the vehicle if requested by Lessor. If Lessee is given notice of such assignment, it shall acknowledge receipt of that notice in writing and follow the payment directions in such notice. Each assignee or grantee from Lessor shall have all of the rights but none of the obligations of Lessor (provided such assignee is a financial lessor) under this Lease and Lessee shall not assert against any assignee and/or grantee any claim, defense, counterclaim or offset that Lessee may have against the original Lessor.

**I. License and Registration Fees.** Lessee will obtain and maintain all licenses and permits and will affect all registrations required by applicable laws or the rules or regulations of any governmental body having jurisdiction over the operation of the Equipment. All fees and costs in respect to licenses, permits, registrations, plates, and cards that are required because of or otherwise incidental to Lessee's motor carrier operations under interstate or intrastate certificates issued to it by federal or state governmental bodies, shall be borne by Lessee.

**J. Taxes.** Lessee will be responsible for the payment of, and indemnify Lessor for and hold Lessor harmless from and against, any and all taxes, levies, imposts, duties, charges, assessments, fees, or withholdings of any nature, together with any penalties, fines, or interest thereon, arising out of (i) the transactions contemplated by this Agreement; (ii) the ownership, possession, leasing, delivery, use, operation, return, or disposition of the Equipment; (iii) the rentals, receipts, or earnings arising therefrom; or (iv) this Agreement, regardless of whether such taxes, levies, imposts, duties, charges, assessments, fees, withholdings, or penalties, fines or interest are, by law or otherwise, imposed against Lessor, Lessee, or the Equipment, including, without limitation, any and all titling, registration, documentation, and leasing fees and taxes, sales taxes, use taxes, personal property taxes, ad valorem taxes, state, county, municipal, or other property taxes, excise taxes, and other taxes of every kind or nature. If the legal obligation for any of the aforementioned taxes or other charges are imposed upon Lessor, Lessee agrees to reimburse Lessor. Lessee's obligations under this paragraph are absolute and shall survive the termination and/or the completion of this Lease, irrespective of the date such taxes are determined to be owing. Lessee shall not, however, be obligated to pay any taxes on or measured by Lessor's net income. Lessee further agrees to comply with all state or local laws requiring the filing of ad valorem, property, or other tax returns with respect to the Equipment. If not thereby subjecting the Equipment to forfeiture or sale, Lessee may at its expense contest in good faith, by appropriate proceedings, the validity and/or amount of any of the taxes or other governmental charges described above, provided that prior written notice of any such contest shall be given to Lessor together with security satisfactory to Lessor for the payment of the amount being contested.

**K. Performance by Lessor.** If Lessee shall fail to duly and promptly perform any of its obligations under this Lease with respect to the Equipment, Lessor may, at its option, but without the duty to do so, perform any act or make any payment, which Lessor deems necessary for the maintenance and preservation of the Equipment and Lessor's title thereto, including payments for satisfaction of liens, repairs, taxes, fines, levies and insurance. All sums so paid or incurred by Lessor, together with interest thereon at 12 percent per annum, and all reasonable legal fees incurred by Lessor in connection therewith, shall be additional rent under this Lease and payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of Lessee, all of Lessor's remedies being cumulative.

**L. Power of Attorney.** Lessee irrevocably appoints Lessor as attorney-in-fact of Lessee with the right (but not the duty) to execute, deliver, endorse or file, in the name and on behalf of Lessee, any instruments, checks, documents, financing statement, applications for insurance or other agreements required of Lessee hereunder at any time following an Event of Default or hereinafter defined. Following an Event of Default, Lessor may in its discretion enforce any rights of the Lessee under any contract of insurance, and in the Lessee's or Lessor's name execute and deliver proofs of claim, receive payment of proceeds, endorse checks and other instruments representing payment of such proceeds, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

**M. Mileage Charge.** The maximum total number of miles which Lessee may operate Equipment without excess mileage charges shall be 100,000 miles per year (Mileage Allowance) commencing on the date hereof. If the actual mileage of the Equipment operated by Lessee exceeds the Mileage Allowance on an annualized basis, Lessee shall pay to Lessor, as additional rent, an amount equal to forty cents (\$.40) multiplied by the actual number of miles driven which exceeds the Mileage Allowance. This charge may be calculated and assessed on an annual basis. If the Equipment is returned or repossessed prior to the expiration of the Lease, the excess mileage charge shall be determined by prorating the Mileage Allowance on a monthly basis. Excess mileage charges shall be due upon the termination of this lease, return or repossession of the Equipment, or on an annual basis.

### ARTICLE 3 - Insurance

**A. Liability Insurance.** Lessee or all Sub-Lessee(s) and separate Operators (collectively referred to in Article 3 as Lessee) shall procure and maintain in full force and effect, until all of Lessee's obligations under this Agreement including any amendments, supplements and extensions have been fully performed and paid and during any time the Equipment is in Lessee's possession, care, custody or control, separate individual insurance limits required and fully in compliance with all the provisions under this Article 3 to individually insuring under primary coverage for all loss, costs (including reasonable attorneys' fees, costs and disbursements), and damages for any injury, claim or damage arising out of the ownership, possession, lease, operation, any operator, maintenance, use, loading, and unloading of the Equipment howsoever caused. This insurance shall be provided by an insurance company acceptable to Lessor, and Lessor reserves the right to reject any insurance company or agent; however, Lessor agrees it will not do so unreasonably. This insurance shall have a minimum combined single limit for bodily injury (including personal injury) and property damage of not less than \$5,000,000 per occurrence required by the DOT, or such other minimum limits as required by law in the jurisdictions in which Lessee operates; whichever is higher. Such liability insurance shall include coverage for liability assumed under a contract or a contract liability endorsement. This insurance shall not carry a deductible or retention unless expressly agreed by Lessor. This insurance shall name Lessor, its parent company, their subsidiary companies, their directors, officers, and employees, and their successors and assigns as additional insureds ("Lessor" under this Article 3) (abbreviated for insurance endorsements as "ABC Bus Leasing, Inc., its affiliates and assigns") with subrogation waived. This insurance shall be primary and any insurance available to Lessor, its parent company, their subsidiary companies, their directors, officers and employees, and their successors and assigns is excess of and noncontributory to this insurance. All the insurers providing the required coverage shall provide for 30 days advance written notice to Lessor notice of any cancellation, non-renewal or material change in the policy terms and conditions. Lessee shall cause the insurance company providing this insurance to endorse the policy to reflect the requirements stated herein. Lessee shall evidence this insurance to Lessor by forwarding a certificate of insurance prior to the commencement of this Agreement and for insurance being renewed, within 10 days of renewal date of the required coverage. Lessee shall indemnify Lessor, if Lessee's agent, broker, or company fails to obtain required coverage or endorsements.

**B. Physical Damage Insurance.** Lessee shall procure and maintain in full force and effect the proper insurance coverage throughout the term of this Agreement to protect Lessor against loss or damage to the Equipment caused by collision and other perils, commonly referred to as comprehensive perils, which include but are not limited to fire, windstorm, hail, malicious mischief, vandalism, glass breakage and theft. Lessee agrees that it shall insure all Equipment for the Stated or Actual Cash Value (ACV) of the Equipment and carry a deductible of not more than \$5,000.00. This insurance shall name Lessor as loss payee. Further, Lessee shall waive subrogation against Lessor, its parent company, their subsidiary companies, their directors, officers, and employees, their successors and assigns. All required insurance under this Article 3 shall act as primary coverage and any insurance available to Lessor and its assigns is excess of and noncontributory to this insurance and include a contract liability endorsement. This insurance shall provide for 30 days advance written notice by certified mail to Lessor of any cancellation, non-renewal or material change in the policy terms and conditions. Lessee shall cause the insurance company providing this insurance to endorse the policy to reflect the requirements stated herein. Lessee shall evidence this insurance to Lessor by forwarding a certificate of insurance prior to the commencement of this Agreement and, for insurance being renewed, within 10 days of renewal date of the required coverage. Lessee shall indemnify Lessor, if Lessee's agent, broker, or company fails to obtain required coverage or endorsements.

**C. Commercial General Liability ("CGL").** Limits must be sufficient to cover all risks but in no event less than \$1,000,000 per occurrence including coverage for personal injury and liability assumed under an insured contract (including tort liability of another assumed in a business contract) and schedule Lessor as an additional insured.

**D. Attorney-in-Fact.** Lessee hereby appoints Lessor as Lessee's Attorney-in-Fact to execute and deliver proofs of claim, receive payments, endorse checks and other documents, and to take any other actions necessary to pursue insurance claims and recover payments. Lessor has the right to offset any and all costs and expenses associated with pursuing claims and recovering payments from the amount recovered before distributing recovered payments, if any, to Lessee.

**E. Excess and Umbrella.** If any of the above limits are not met in the primary insurance contracts, umbrella or Excess Liability Insurance may be used to achieve the sufficient limits required under the following criteria:

- i. All such umbrella or excess liability policies shall be written with limits of not less than the limits per occurrence provided above and will be under a "follow form" policy to be excess sitting directly over Lessee's primary policies required and endorsements, including defense obligations required herein without any separate exclusions as set forth in Article 3. The umbrella or excess policies will not consider Lessor's policies to applicable primary policies or operate to require any exhaustion of limits or contribution from Lessor, Lessor's policies or self-insurance (including defense). If the policies themselves do not respond as required herein, they must be endorsed to provide "as broad as primary" coverage without

any contribution from Lessor, Lessor's insurance or self-insurance for either defense or indemnity. The inception and expiration dates will be the same as the underlying policies.

- ii. Umbrella policies will provide no less broad than the primary policies and shall not be restricted to follow form over Lessee's primary policies if it provides broader coverage.

**F. Endorsements.** Lessee shall name ABC Bus Leasing, Inc., its parent and affiliated companies, including their officers, directors, employees, agents and assigns (abbreviated on certificates and endorsements as "ABC Bus Leasing, Inc., its affiliates and assigns") ("Lessor") as additional insured for CA and loss payee for PD under ISO "Lessor-Additional Insured" form CA 20 01 10 13, an ISO "Hired Autos Specified as Covered Autos You Own" form or a broader coverage form(s), with a written cancellation and nonrenewal notice provision from the insurer addressed to Lessor. Commitments from agents to provide such notice is insufficient. Lessor shall also be endorsed to the CGL policy as an additional insured with a binding written cancellation and nonrenewal notice provision. If the policy/endorsements do not provide coverage as primary and non-contributing (with subrogation waived including workers' compensation) and binding written cancellation notice provisions, Lessee shall ensure there are separate endorsements providing such coverage in favor of Lessor. All umbrella or excess policies will be endorsed, if necessary, with a "follow form" or "broad as primary" or "other insurance" endorsement to ensure coverage responds as required herein.

**G. Acceptability.** All companies writing coverage should be licensed/admitted companies in the states where the vehicles are registered or principally garaged. ABC will not accept coverage from Lloyd's Underwriters without naming the specific syndicates. Companies must be rated above a B++ by A.M. Best ratings. Coverage territory must include the entire U.S. (including its territories and possessions) and Canada. All insurance policies shall provide the coverage required herein in full force and effect for the benefit of Lessor (as defined in this Article 3) for a minimum of 30 days (10 days for nonpayment) after a written notice of cancellation has been provided by the insurer to the Lessor, whether terminated by the named insured or cancelled or nonrenewed by the insurer.

**H. Submissions.** Lessee shall evidence this insurance to Lessor by forwarding a certificate of insurance prior to taking either constructive or actual possession of the Equipment and for insurance being renewed, within 10 days of the renewal date of the required coverage. Lessee shall further evidence this insurance by causing its insurer to provide Lessor with copies of the Policies Declarations Page(s), and all required endorsements within thirty (30) days and, if requested, the actual policies or parts of the policies and all applicable endorsements for review within a reasonable time after the request. Certificates of insurance evidencing the required coverage should be signed by the agent authorized by the insurer to issue certificates and include the agent's name, e-mail, mailing address and phone number along with the insurer's actual name, policy numbers, effective and expiration dates. All required certificates, evidences of coverage and/or required cancellation/nonrenewal notices should be sent to Lessor at:

[insurance@abc-companies.com](mailto:insurance@abc-companies.com) or  
ABC Bus Leasing, Inc.  
1506 30th Street NW  
Faribault, MN 55021 or  
Fax 507-334-0246

**I. Increased limits and Coverage.** By requiring such minimum insurance, Lessor shall not be deemed or construed to have assessed the risks that may be applicable to Lessee and therefore, Lessee agrees it shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Lessee is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reasons of its failure to obtain or maintain insurance in sufficient amounts, duration or types of coverage. As a condition of this Agreement, if Lessee procures higher limits and/or broader coverages, Lessee agrees that such additional limits and coverage stems from an increased risk and that Lessor's risk increases commensurately with the potential for prematurely exhausted limits. Therefore, all such increased limits and coverage will then become the required limits of this Agreement with the same endorsements requirements as provided above.

**J. Subject to Change.** These insurance requirements are subject to change at the sole discretion of Lessor at any time after a thirty day (30) written notice to Lessee.

**K. Failure to Procure and Maintain Insurance.** Lessee shall not operate the Equipment, under any circumstances, without insurance coverage required herein and by applicable regulatory authorities. Lessee shall have the entire burden of insuring that Lessor has full and complete notice of all insurance coverages on the Equipment, and the failure by any insurance company to provide notice to Lessor of insurance coverage shall not constitute a defense by Lessee to the exercise of any remedies granted Lessor hereunder. In the event Lessee fails to procure and maintain the required insurance or provide evidence of such insurance, such failure shall be deemed to be a material default hereunder and the Equipment shall be immediately returned to Lessor. Lessor, at its sole discretion, and in addition to

any other remedy, may impose and collect liquidated damages of \$150 per day for each day that Lessee has possession of the Equipment and is without required insurance.

**L. Indemnification and Hold Harmless.** In the event that Lessee for any reasons fails to procure and maintain required insurance, the Lessee agrees to defend, indemnify (that is, Lessee will pay Lessor) and hold Lessor (including its parent company, affiliates, subsidiaries, officers, directors and employees) harmless for any and all losses, damages, claims, injuries and expenses (including attorneys' fees, costs and disbursements) that arise from this Lease, or from the Lessee's selection, delivery, use or possession of the Equipment. Lessee's agreement to indemnify Lessor and hold Lessor harmless will survive termination of this Lease and repossession of the Equipment. As set forth in greater detail under Article 11, it is the intention of the parties to transfer all liability from Lessor to Lessee whether the liability is caused in whole or in part by Lessor, Lessee or both. Lessee's obligation to defend, indemnify and hold harmless Lessor, shall in no manner be construed to limit or relieve Lessee's obligation to provide the insurance coverage required herein.

**M. Lessee Definition.** References to Lessee under this Article 3 shall also be defined to include Sub-Lessee and Operator. References to Lessee's requirements under this Article 3 shall also mean Sub-Lessee and Operator's individual separate requirements.

**ARTICLE 4 - Risk of Loss and Destruction of Equipment.** During the term of this Agreement, Lessee assumes and bears the risk of loss for the subject Equipment, regardless of cause. If the subject Equipment is destroyed, damaged beyond repair, or is lost, stolen or converted and not recovered within thirty (30) days, Lessee shall have no further rights or claims in and to the subject Equipment. In such event, Lessee herewith assigns to Lessor all Lessee's rights under any policy of insurance and agrees that Lessor shall be entitled to the full amount of any and all insurance proceeds. Nothing contained herein shall be construed to relieve Lessee from any obligations otherwise set forth in this Lease.

**ARTICLE 5 – Default.** If: (a) Lessee shall default in the payment of any rent due under this Agreement, or any amendment hereof, or other agreements or notes with Lessor or its affiliates, or additional rent as provided herein, or in the making of any other payment hereunder when due; or (b) Lessee shall default in the performance of any other covenant set forth herein; or (c) any representation or warranty made by Lessee, any guarantor of this Lease, or any agent, employee, or other representative of Lessee, or in any guarantee, document, financial statement, report, or certificate furnished to Lessor in connection herewith or pursuant hereto proves to be misleading at any time in any material respect; or (d) Lessor deems itself insecure as to the condition or use of the Equipment or its ownership rights therein, or the financial capability of the Lessee to meet its obligations hereunder; or (e) Lessee becomes insolvent or makes an assignment for the benefit of creditors; or (f) Lessee applies for or consents to the appointment of a receiver, trustee, or liquidator of Lessee, of all or a substantial part of the assets of Lessee, or if such receiver, trustee or liquidator is appointed without the application or consent of Lessee; or (g) a petition is filed by or against Lessee under the Bankruptcy Code or any amendment thereto (including, without limitation, a petition for liquidation, reorganization, rearrangement, or extension) or under any other insolvency law or law providing for the relief of debtors; then upon the occurrence of any such event (an "Event of Default"), to the extent permitted by applicable law, Lessor shall have the right to exercise any of the following remedies: 1) to accelerate all remaining rents and declare such unpaid rents due and payable whereupon the same shall become immediately due and payable; 2) without notice, demand or legal process enter upon any premises where the Equipment may be found and take possession of and remove the Equipment, whereupon all rights of Lessee in the Equipment shall terminate absolutely and Lessor may hold, use, lease, sell or otherwise dispose of any or all of the Equipment in such manner as Lessor in its sole discretion may decide; 3) recover the sum of: (i) any accrued and unpaid rent, plus (ii) the present value of remaining rents discounted at the rate of four percent (4%) per annum; plus, (iii) the anticipated residual value of the Equipment as of the expiration of this lease discounted at the rate of four percent (4%) per annum; (iv) any indemnity payment, if then determinable; (v) all reasonable costs and expenses incurred by Lessor in any repossession, recovery, storage, repair, sale, release or other disposition of the Equipment, including, but not limited, costs of transportation, possession, storage, refurbishing, advertising and broker's fees; plus (vi) interest on each of the foregoing at the rate of one and one-half percent (1.5%) per month ("default interest"); or 4) exercise any other right which may be available to it under Article 2A of the Uniform Commercial Code or other applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement. Lessee shall be liable for all reasonable expenses incurred in the enforcement of these provisions, including but not limited to, reasonable attorneys' fees, collection fees, costs, disbursements and expenses, repossession fees and expenses, and accumulated late payment charges, and all prepaid rents and any security deposit shall be forfeited by Lessee. The remedies of Lessor hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and the exercise of one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy herein, shall operate as a waiver thereof, nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof, or the exercise of any other right or remedy.

Failure to pay Lessor payments when due under the terms and conditions contained herein shall constitute an immediate Event of Default prohibiting Lessee's further use of the Equipment. After such default and upon demand by Lessor, Lessee shall return the Equipment to Lessor within 24 hours of said demand. Local authorities may be notified of any unauthorized use.

Should Lessee's failure to make any payment continue beyond seven (7) days following the payment due date, Lessor may at its option charge Lessee a late fee equal to five (5) percent of the overdue payment or payments. If upon default and demand made, Lessee shall refuse to return the subject Equipment, Lessor may, at its option, repossess said Equipment or resort to legal process to recover possession thereof whether the same be denominated claim and delivery, replevin, etc. Should Lessor commence legal process to recover possession, Lessee agrees to pay and Lessor shall be entitled to recover from Lessee all costs, expenses, disbursements and attorneys' fees incurred as a result of said action or proceeding. Lessor's right to recover these costs, expenses and attorneys' fees are in addition to any expenses Lessee shall be responsible for in the event that Lessor incurs costs and expenses in the repossession of said Equipment without resort to legal process.

In the event that any payment tendered to Lessor in the form of a personal or company check, is returned from Lessee's bank uncollected, a \$50 service charge will be assessed to Lessee, or against Lessee's account, and shall become immediately due and payable, and failure to pay the same shall constitute a default hereunder entitling Lessor to exercise all remedies as set forth in this Article.

**AS AN INDUCEMENT TO LESSOR TO LEASE THE EQUIPMENT DESIGNATED HEREIN, LESSEE HEREBY AGREES UPON DEFAULT, TO ALLOW LESSOR, ITS ASSIGNS OR DESIGNATED AGENTS TO ENTER UPON LESSEE'S PREMISES AND REPOSSESS THE EQUIPMENT FROM SAID PREMISES OR FROM WHEREVER LOCATED, AND LESSEE EXPRESSLY WAIVES ANY RIGHT TO A PRIOR HEARING TO WHICH IT MIGHT OTHERWISE BE ENTITLED. LESSEE AGREES UPON DEFAULT TO QUIETLY AND PEACEABLY SURRENDER POSSESSION OF THE EQUIPMENT TO LESSOR.**

**ARTICLE 6 - Security Deposit.** As stated in Article 1, Lessee herewith deposits with Lessor the sum of \$3,000.00 as and for a security deposit. Said security deposit shall be held by Lessor, without interest accruing thereon, in order to secure Lessee's performance of its obligations hereunder. The parties herewith further agree that in no event shall said security be intended to limit or otherwise establish the measure of Lessor's damage under any of the terms hereunder. Should Lessee default in the payment of any obligations due hereunder, and should said default continue for seven (7) days, Lessor in its discretion may apply such sums as necessary from said security deposit to any default by Lessee hereunder. Said security deposit may be used to pay, for example, and not by way of limitation, delinquent monthly payments; any sales, use, or excise taxes, fines or other penalties incurred; repossession fees and/or legal costs, expenses and attorney fees incurred by Lessor in the performance of this Lease; or payments or obligations due or reimbursement for any other damages sustained by Lessor including any physical damage to the subject Equipment or liability incurred in connection with the use thereof. In the event that Lessor in its discretion makes application of any amounts of said security deposits to any of Lessee's financial obligations referred to above, Lessee shall deposit with Lessor upon demand made, such amounts as are necessary to restore the amount of security deposit to its original amount. Failure by Lessee to maintain said security deposit in the amount listed herein shall constitute a default by said Lessee of this agreement and a breach thereof entitling Lessor to the exercise of all available remedies hereunder.

Provided Lessee is not in default, as defined herein, Lessor agrees that it will return to Lessee the amount of the security deposit less any amounts remaining due and owing Lessor (including early termination fees) by Lessee under this Agreement or any other agreements with Lessor or its affiliates. Return of the security deposit is further conditioned upon Lessee returning the subject Equipment in the condition called for in Article 8. Any deduction for repairs or substandard return condition shall be made at Lessor's retail shop rates.

In the event that Lessee elects to purchase the subject Equipment pursuant to any option set forth in Article 7 hereafter, any security deposit due and owing to Lessee may be applied to and credited against any option price as set forth therein, at Lessor's discretion.

**ARTICLE 7 - Option at Expiration of Term.** Provided Lessee is not in default on any obligations hereunder, Lessee, at the expiration of this Agreement, shall have an option to purchase the subject Equipment from Lessor upon payment in the amount of **Fair Market Value**, plus all applicable taxes. Lessee shall exercise the option herein granted by giving written notice of its exercise to Lessor at least thirty (30) days prior to the expiration of the Lease term. In the event that Lessee does not exercise said option in a timely manner, Lessee shall be deemed to have elected to return the Equipment to Lessor and to terminate this Agreement.

**ARTICLE 8 - Termination and Redelivery.** Upon the termination of this Agreement for any reason, Lessee shall, at its own expense, return the Equipment to Lessor at such location as Lessor shall designate, in the same condition as received, and in good operating order, repair and condition, reasonable wear and tear excepted. The Equipment shall be returned painted white. Ordinary wear and tear shall not include: (i) broken, cracked, chipped, scratched or discolored glass; (ii) damage to or deterioration of the body, metal work, trim or paint, including, by way of example, damage or deterioration that requires straightening of the metal or refinishing of the body; (iii) burned, torn or stained dash, floor covers, seats, headliners, upholstery or interior work; (iv) mismatched wheels or tires (including spare) that are missing, are not in safe condition, or have less than 14/32nd of an inch tread depth; (v) unsafe or unlawful operating condition; or (vi) unrepaired or unreplaced mechanical parts which would have been repaired or replaced during the normal service of



the Equipment, including, by the way of example but not limitation, transmissions, air conditioning components, engines, power steering or electrical components, or brakes which require any repair. If the Equipment is not returned upon termination, or if Lessee is in default and/or it becomes necessary for Lessor to take return delivery at some location other than Lessor's place of Business, Lessee agrees to pay Lessor a reasonable transportation charge based upon mileage and whether the Equipment can be driven or must be towed. Any alterations, improvements, additions and installations which may be made on the Equipment shall be deemed an accession to the Equipment, shall become the property of Lessor and remain upon and be surrendered with the Equipment at the termination of the lease term.

**This agreement may not be terminated early without the express written consent of Lessor in its sole discretion. This is a net lease and Lessee's obligation to pay the rent and other amounts due hereunder is unconditional and not subject to abatement, reduction or set off, defense, counterclaim or interruption of any kind. The Lease is a non-cancelable Lease and will not terminate in the event of any damage to or destruction of the Equipment. The Lease may be terminated only as expressly provided herein. To the extent permitted by law, Lessee waives the right to (i) cancel the Lease; (ii) repudiate the Lease; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for breaches of warranty or any other reason; (vi) grant a security interest in the Equipment to a third party; (vii) deduct from rents all or any part of any claim damages resulting from Lessor's default, if any.**

**ARTICLE 9 - Security Interest and Further Assurances.** To the extent that any court or rule of law interprets this Agreement to be a conditional sales contract, Lessee hereby grants to Lessor a security interest in the Equipment described herein to the extent of Lessee's interest hereunder and for this purpose, this Lease shall, in addition to all other rights and obligations herein created, be deemed a Security Agreement. Lessee shall upon request promptly execute and deliver to Lessor such further documents and take such further actions as Lessor may request in order to carry out more effectively the intent and purpose of this Agreement.

**ARTICLE 10 - Right of Set Off and Cross-Default:** In the event that the parties hereto have entered into any separate agreement(s), note(s), or lease(s) whereby Lessee has any financial obligation to Lessor, or any of Lessor's affiliated companies, Lessor retains the right of set off for any monies due and owing Lessor by Lessee on account of this agreement with respect to any other separate agreements, notes or leases, including any advance payments made or security deposits made by Lessee and held by Lessor. Lessee shall not set-off or have the right to do so on account of any other contracts, leases, or agreements with Lessor, or any of its affiliated companies. All payments made by Lessee shall be applied to the oldest debt first, whether on account of this lease or any other indebtedness, including parts, shop or repair invoices owed by Lessee to Lessor or to any related or affiliated companies. An Event of Default under this Lease shall constitute a default under any other such separate agreement(s), note(s) or lease(s) whereunder Lessee has a financial obligation to Lessor, or any of its affiliated companies.

**ARTICLE 11 - Indemnity Clause:** Lessee hereby agrees to defend, indemnify and hold Lessor harmless from any and all liability arising out of the ownership, possession, leasing, use, unauthorized use, any operator, licensing, maintenance, condition, or operation of the Equipment during the term of this Lease or as long as Lessee has control over the Equipment. Lessee's obligation under this Article 11 shall survive the termination of the lease. Lessee's agreement to defend, indemnify and hold Lessor harmless shall be without restriction, limitation, or cap as to Lessee's insurance liability limits and for the purposes of this indemnity. Lessee specifically waives any defense of governmental immunity or liability limits under any governmental tort claims act.

**A. Intention:** It is the parties' intention to shift all liability from Lessor to Lessee whether the liability was, or may have been, caused in whole or in part by Lessor, Lessee or both. The foregoing covenants of indemnity are absolute and unconditional and shall continue in full force and effect regardless of where, how or by whom the subject Equipment is operated.

**B. Consideration:** The parties acknowledge that consideration has been given as part of this Lease for Lessee's agreement to defend, indemnify and hold Lessor harmless.

**C. Definitions:** In addition to their customary meaning, the following definitions are provided: "liability" means, but is not limited to, responsibility for any claim sounding in tort, contract or otherwise, for death, injury or damage to person, property, real or personal, tangible or intangible, or any other claim, loss or damage. "Indemnify" means, but is not limited to, the shifting of liability from Lessor to Lessee whether the liability was, or may have been, caused in whole or in part by Lessor, Lessee or both. "Lessor" includes Lessor's parent and affiliated companies, including their officers, directors, employees, agents and assigns. "Lessee" includes Lessee as well as any sub-lessees and/or operators. "Defend" shall retain its customary meaning which includes all legal expenses (attorneys' fees, costs and expenses) in defending any claim. Lessee shall accept tender of defense for any claim in writing within seven (7) days of receipt of notice.

**ARTICLE 12 – Miscellaneous:**

**A. Beneficiaries.** This Agreement shall inure to the benefit of, and be binding upon the parties hereto, their successors, assigns, transferees and their heirs, executors, administrators and legal representatives.

**B. Change in Legal Ownership.** Lessee agrees to provide written notice to Lessor of any change in its ownership structure and to provide copies of any and all documents evidencing such change thirty (30) days prior to the effectiveness of such change. Lessor reserves the right to terminate the lease and take possession of the Equipment upon a change in the ownership structure of Lessee which is not acceptable to Lessor.

**C. Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and cannot be amended or altered in any manner except in writing signed by both parties. No oral modifications shall be permitted or recognized.

**D. Construction; Jurisdiction; Waiver of Jury Trial.** The substantive laws of the State of Minnesota shall govern the validity, construction, enforcement, and interpretation of this Agreement. Lessee hereby consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy relating to this Agreement, waives any argument that venue in such forums is not convenient and agrees that any litigation instigated by the Lessee against the Lessor in connection herewith shall be venued in either the District Court of Rice County, Minnesota or the United States District Court for the District of Minnesota, Third Division. THE LESSEE AND LESSOR EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE

OTHER LEASE DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE LESSEE AND LESSOR EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LEASE DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LEASE DOCUMENTS.

**E.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

**F. Notice.** Any notice, payment or correspondence required to be given under this Agreement or by an applicable provision of any state or federal law, regulation or resolution shall be given to Lessor: ABC Bus Leasing, Inc., at 1506 NW 30th Street, Faribault, Minnesota 55021; and to Lessee:

TBD

Billing Address: TBD

Principal Garage Address: TBD

**G. Waiver.** In the event that Lessor shall, during the term hereof, waive any provision contained herein, such waiver shall not be deemed continuing, and Lessor may at any time exercise all available remedies set forth herein without further notice.

**H. Additional Terms.** As applicable, all nonexempt contractors and vendors will comply with the provisions of 29 CFR Part 470 (Obligation of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union Dues or Fees). The provisions of the Equal Opportunity Clauses at 41 CFR §60-250.5(a) and 41 CFR §60-741.5(a) are hereby incorporated as terms and conditions of this Purchase Order as necessary.

California Legal Notice. An on-road heavy duty diesel or alternative-diesel vehicle operated in California may be subject to the California Air Resources Board Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy Duty Diesel Vehicles. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/dieseltruck>.



**WARNING:** Operating, servicing and maintaining a motor coach or bus can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

Lessor is aware of Proposition 65 notice requirements and herein has provided sufficient notice to Lessee. Lessee agrees and acknowledges said notice has been given. Lessor at no time is the operator of the Equipment. Operating the Equipment may cause exposure which could result in notice requirements. Lessee agrees to comply with all laws, including without limitation Proposition 65. Lessee shall defend, indemnify and hold harmless Lessor in accordance with Article 11 herein from or related to any failure to warn or insufficiency of a warning.

**I. Captions.** Captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

**Notice: Your vehicle may be equipped with a GPS unit that will allow the vehicle to be monitored by ABC. Any tampering with the GPS unit will cause a default in your lease.**

**IN WITNESS WHEREOF**, the names of ABC Bus Leasing, Inc., and Lessee have been hereunto subscribed by the respective persons or officers thereunto duly authorized.

**ABC BUS LEASING, INC.**

**TBD**

\_\_\_\_\_  
Lessee's Name

By: \_\_\_\_\_  
Gregg Goedde  
Its: Senior Vice President  
DATE: .

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
DATE: \_\_\_\_\_

Sub-Lessee  
Name:

Operator  
Name:

WeDriveU Inc.  
By:

WeDriveU, Inc.  
By:

Its:

Its:

Date:

Date:

## ATTACHMENT B: SAMPLE SHUTTLE OPERATIONS AGREEMENT

THIS AGREEMENT (the "Contract") is effective as of this \_\_\_\_day of \_\_\_\_\_, 2023 by and between the MOUNTAIN VIEW TRANSPORTATION MANAGEMENT ASSOCIATION, hereinafter referred to as "MTMA" and \_\_\_\_\_ hereinafter known as the "Contractor," collectively referred to herein as the "Parties."

### WITNESSETH THAT:

WHEREAS, various business and property owners have created the MTMA, a non-profit organization formed in October 2013, for the purpose of allowing its members to work together to collectively provide alternative modes of transportation in an effort to alleviate traffic congestion to, from and within the City of Mountain View; and

WHEREAS, the MTMA established the MVgo shuttle, herein referred to as MVgo, in January 2015 providing a fixed route shuttle network from the Mountain View Caltrain Station to various locations throughout the City of Mountain View; and

WHEREAS, the MVgo shuttle service is funded voluntarily by members of the MTMA; and

WHEREAS, the MTMA entered into a Shuttle Funding Agreement with the City of Mountain View on October 1, 2020 to provide the Mountain View Community Shuttle, herein referred to as MVCS, a fixed route shuttle service connecting members of the community to shopping centers, parks, schools, the library, El Camino Hospital and downtown Mountain View; and

WHEREAS, the MVCS is funded by the City of Mountain View and Google.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

### **1. SCOPE OF SERVICES**

Contractor shall provide the services as specified in and in full accordance with the Scope of Services which is attached hereto as Exhibit A and made a part of this Contract. Additional services, as authorized in writing by MTMA, will be paid at the rates set forth in Exhibit B, Cost Forms.

### **2. TERM/TERMINATION**

The term of this Contract shall be through December 31, 2027.

At the option of the MTMA, the agreement may terminate without cause, penalty, liability or expense of any kind to the MTMA with an advance ninety (90) days' notice to Contractor. Notice of termination shall be by certified mail. Upon termination, the MTMA shall pay the Contractor its allowable costs incurred to date of termination and any additional costs deemed necessary by MTMA in its sole discretion to effect termination. In the event that the Contractor, at any time during the entire term of the Contract, breaches the requirements or conditions of the Contract, and does not, within ten (10) days of receipt of notice thereof from the MTMA, cure such breach or violation, the MTMA may immediately terminate the Contract and shall pay the Contractor only its allowable costs to date of termination.

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, flood, fire, extreme weather, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental regulations, governmental controls, judicial orders, public health orders, enemy or hostile governmental action, civil commotion, fire or other casualty or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused provided they give the other party written notice within five (5) days after the event causing the failure. Despite anything to the contrary in this paragraph, if such causes of a party's failure to perform result from any act by that party, then such causes shall not excuse the performance of the provisions of this Contract by that party.

### **3. ADDITIONS, MODIFICATIONS AND REDUCTIONS IN SERVICE**

MTMA's obligation to perform this Contract is subject to the member participation and funding of the MTMA and the Shuttle Funding Agreement with the City of Mountain View. MTMA reserves the right to require additions, modifications or reductions in service according to service demands at any time. Additions to service requirements that are different from the original scope will result in price adjustments. The MTMA shall notify Contractor no less than sixty (60) days in advance of any service increase which requires the addition of one or more service vehicles.

### **4. CARRY-OVER TERMS**

Given the necessity of ensuring continuity of service to passengers, and as further consideration for the compensation to be paid by the MTMA to Contractor for provision of services rendered hereunder, the MTMA at its option may elect to carryover the term of the Contract for three (3) consecutive one (1) month periods (referred to hereinafter as "Carry-Over Terms") under the Base

Term or the Option Term as the case may be, upon the same terms and conditions that govern the contractual relationship immediately preceding the Carry-Over Terms. The MTMA will notify Contractor in writing of the MTMA's intent to exercise each one-month Carry-Over Term at least fifteen (15) days before each one-month Carry-Over Term is to begin. Contractor acknowledges that MTMA is under no obligation to exercise any of the Carry-Over Terms and MTMA has made no representations committing it to exercise such Terms.

## 5. COMPENSATION, INVOICING & PAYMENT

During the term of this Contract, the MTMA shall compensate Contractor at the rates set forth in the Contractor Cost Forms, which are attached hereto as Exhibit B and made part of this Contract. Contractor reserves the right to negotiate adjusted rates if local law changes or changes in the labor market indicate the need for an increase in employee wages in order to attract sufficient personnel. If the parties are unable to agree on a rate adjustment, then either party may terminate the agreement upon 120 days written notice to the other party.

Contractor shall provide separate monthly invoices for MVgo and MVCS services. Charter services shall be billed separately. MTMA will pay Contractor within 30 days of receiving a valid invoice. Supporting documentation of operator service hours and pass-through charges such as fuel and vehicle maintenance, must be provided in a format acceptable to the MTMA.

## 6. ASSESSMENTS

Contractor shall operate the shuttle service in a safe and timely manner. MTMA may impose the following assessments if performance and safety measures are not followed.

### Operations and Maintenance Assessments:

| Description of Violation                                                                                                                                                                                      | Assessment                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 1. Early Departures (defined in Shuttle Operation Protocols)                                                                                                                                                  | \$100 per occurrence                 |
| 2. Failure to meet the minimum "on-time" performance requirement (90%). ("on-time" performance metric will be between 0-5 min. Delays caused by matters beyond the control of the Operator shall be excused). | \$500 per month                      |
| 3. Missed Trips (greater than 20 min.)                                                                                                                                                                        | Cost per Trip + \$200 per occurrence |
| 4. Unsafe Operation of Vehicle (with reasonable validation)                                                                                                                                                   | \$500 per occurrence                 |
| 5. Failure to Maintain Safe & Clean Vehicles                                                                                                                                                                  | \$100 per day                        |

- |     |                                                                                                                                |                                                              |
|-----|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 6.  | Failure to use Designated Vehicle (more than 5 occurrences per month)                                                          | \$100 per day                                                |
| 7.  | Failure to follow incident reporting protocols in the event an injury incident occurs (defined in Shuttle Operation Protocols) | \$1,000 per occurrence                                       |
| 8.  | Failure to monitor real-time reporting system.                                                                                 | \$50 per occurrence                                          |
| 9.  | Driver failure to login to real-time reporting system (within 15 min. of start of service)                                     | \$50 per occurrence                                          |
| 10. | Falsification of performance reports.                                                                                          | Possible termination or assessment to be determined by MTMA. |

## 7. INSURANCE

### i. Public Liability

Contractor shall procure and maintain types and levels of insurance required as a condition of operation of this service by the California Public Utilities Commission and any other public body with jurisdiction. In addition, Contractor shall procure and maintain the following kinds of liability insurance, which shall include, as additional insured, the Mountain View Transportation Management Association (the "MTMA") and the members of the MTMA (at any time during the term of this Contract), and their respective directors, officers, employees, tenants, and agents, while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally:

- (a) Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least ten million dollars (\$10,000,000) each occurrence or claim and a general aggregate limit of at least ten million dollars (\$10,000,000). This insurance coverage shall include, but not be limited to, premises and operations; contractual liability covering the indemnity provisions contained in this document; products and completed operations; and broad form property damage.
- (b) Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least ten million dollars (\$10,000,000) each occurrence or claim. This insurance shall provide contractual liability covering all motor vehicles including owned, non-owned and hired vehicles.
- (c) Professional liability insurance in a minimum amount of two million dollars (\$2,000,000) per claim.

- (d) Cyber liability insurance in a minimum amount of one million dollars (\$1,000,000) per occurrence or claim and one million dollars (\$1,000,000) aggregate. This insurance shall include but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

Thirty (30) days prior to commencing work, Contractor shall file a Certificate(s) of Insurance with the MTMA evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies Said Certificate(s) shall stipulate:

- (a) The insurance company(ies) issuing such policy(ies) shall give written notice to the MTMA of any material alteration or reduction in aggregate limits, if such limits apply, and shall provide at least thirty (30) days' of notice of cancellation.
- (b) That the policy(ies) is Non-Contributory and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss of claim which the Contractor is liable for, up to and including the total limit of liability, without right of contribution from any other insurance which is in effect for the benefit of the MTMA or the members of the MTMA.
- (c) The policy shall also stipulate: Inclusion of the MTMA and its members, officers, directors, employees and agents as additional insured shall not in any way affect the rights of such additional insured as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor, and shall protect them in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

The insurance policy(ies) shall be written by an insurance company or companies acceptable to the MTMA. Such insurance company shall be authorized to transact business in the State of California and shall have a policyholders rating of not less than "A" and a financial rating of



not less than Class "X" in the most current edition of Best's Insurance Reports. The policy(ies) shall contain a waiver of subrogation in favor of the MTMA, the members of the MTMA (at any time during the term of this Contract), and their respective directors, officers, employees, tenants, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally.

ii. Workers' Compensation and Employer's Liability Insurance

Contractor shall procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance in accordance with the laws of the State of California. Employer's Liability Insurance shall have coverage for a minimum liability of Two Million Dollars (\$2,000,000) covering employer's employees engaged in the work. Contractor shall insure the procurement and maintenance of such insurance by all subcontractors engaged in the work.

The Workers' Compensation Insurance coverage shall require the insurer to waive all rights of subrogation against the MTMA and its members at any time during the term of this Contract.

By executing this Contract, Contractor is deemed to have signed and certified as to the following:

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workers' Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish the District with a Certificate evidencing such coverage with \$2,000,000 Employer's Liability Limit together with a verification thereon as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against a liability for worker' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

## 8. INDEMNIFICATION

Contractor shall indemnify, keep and save harmless the MTMA, its members and their respective directors, officers, tenants, agents and employees (hereinafter referred to as the "Indemnified

Parties”), 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, in the course of the operation of the service, including the use of Google's property caused by an act or omission of the Contractor or its employees, subcontractors, representatives or agents. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the Indemnified Parties in any such action, Contractor shall, at its expense, satisfy and discharge the same. Contractor's duty to indemnify shall not apply to the extent of negligence by MTMA or third parties which are not attributable to the performance of Contractor.

To the fullest extent permitted by law, Contractor shall also defend, indemnify, and hold the City of Mountain View, Client, and their respective officers, employees, agents, and volunteers, and Santa Clara Valley Transportation Authority (VTA) harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death that occurs, or is alleged to occur, during the performance of this Agreement, which may arise from services or operations of Contractor or Contractor's subcontractors, agents, or employees under this Agreement, including the use of Google's property for electronic vehicle charging and/or vehicle storage. City, Contractor and Client shall cooperate reasonably in the defense of any action, and Contractor shall employ competent counsel reasonably acceptable to the City Attorney and Client. City shall be a third-party beneficiary to this Agreement. Contractor shall enter into a separate agreement with City to ensure that these indemnity provisions extend to the City and VTA.

Contractor shall grant Client, CITY and VTA waivers of any rights to subrogation which any insurer of Contractor may acquire against CITY by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers’ Compensation policy. This provision applies regardless of whether or not CITY or Client has received a waiver of subrogation endorsement from the insurer.

For any claims related to Contractors services pursuant to this Agreement, Contractors insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to Client and CITY’s and their respective officers, officials, employees, and volunteers, and VTA. Any insurance or self-insurance maintained by CITY and its officers, officials, employees, and volunteers, and VTA, shall not contribute to it.

The MTMA, its members and City of Mountain View, its officers, officials, employees, and volunteers and VTA are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverage.

#### **9. NO UNAUTHORIZED SUBCONTRACTING**

Contractor may not subcontract any work covered by this Contract without the MTMA's express written consent.

#### **10. WAIVER OF CONDITIONS**

The waiver of any provision, term or condition in these Contract Documents by the MTMA on any particular occasion shall not constitute a general waiver of said provision, term or condition, nor a release from the Contractor's obligation to otherwise perform or observe such condition or any other term or condition of the Contract.

#### **11. SEVERABILITY**

If any provision of this Contract, 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 Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

#### **12. COMPLIANCE WITH LAW**

Contractor shall comply, at Contractor's expense, with all applicable laws, regulations, rules and orders with respect to the performance under this Contractor, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality, and furnish satisfactory evidence of such compliance upon request of the MTMA. Before beginning work, Contractor shall also obtain, at Contractor's expense, any and all permits, licenses and approvals required to perform the services under this Contract and shall provide the MTMA with copies of such approvals upon request.

**13. AUDITING AND RECORDS**

At any time, MTMA may, at its own cost, conduct or have conducted an audit of the Contractor. If the audit determines that MTMA's dollar liability for Contractor's services is less than payments made by MTMA to Contractor, then Contractor will pay the difference to MTMA, or, at MTMA's option, credit such overpayment against any future amounts owed by MTMA to Contractor. If the audit determines that MTMA's dollar liability for services provided under the contract is more than payments made by MTMA to Contractor, then MTMA will pay the difference to Contractor.

Contractor shall maintain complete and accurate records with respect to costs, wages, expenses and receipts that relate to the performance of the services under this Contract. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of the MTMA or its designees at the property times and gives the MTMA the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Contract. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

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

**14. GOVERNING LAW**

The Contract hereunder shall be governed by the laws of the State of California.

**15. ENTIRE AGREEMENT**

This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof; and no other agreement, statement or promise relating to the subject matter of this Contract not contained herein shall be valid or binding.

**16. ASSIGNMENT**

Except for assignments or delegation to an affiliate or subsidiary of Contractor, the Contractor shall not assign any of its rights nor transfer any of its obligations under this Contract without the prior written consent of the MTMA, which written consent shall not be unreasonably withheld.

**17. NO THIRD-PARTY BENEFICIARIES**

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

**18. COMPLIANCE WITH SHUTTLE FUNDING AGREEMENT WITH CITY OF MOUNTAIN VIEW**

During the term of this Agreement, Contractor shall comply with the insurance and indemnification terms of the Shuttle Funding Agreements between the MTMA and the City of Mountain View, which is attached as Exhibit C, but only to the extent related to services provided by Contractor under this Agreement. Contractor shall have no insurance or indemnity obligations related to services provided by any other person or entity.

**19. BINDING ON SUCCESSORS**

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

**20. NOTICES**

Any and all notices, writings, correspondence, etc., as required by this Contract shall be directed to the MTMA and the Contractor, respectively, as follows:

Mountain View Transportation Management  
Association  
c/o Gray-Bowen  
1211 Newell Avenue, Suite 200  
Walnut Creek, CA 94596  
Attn: Executive Director

Contractor

IN WITNESS WHEREOF the MTMA and Contractor have executed this Contract effective as of the date the MTMA executes this Contract.

MOUNTAIN VIEW TRANSPORTATION  
MANAGEMENT ASSOCIATION

CONTRACTOR

By: \_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Date

SAMPLE

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW  
AND MOUNTAIN VIEW TRANSPORTATION MANAGEMENT ASSOCIATION  
FOR MOUNTAIN VIEW COMMUNITY SHUTTLE OPERATIONS**

This AGREEMENT is dated for identification this 1st day of October 2020, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and MOUNTAIN VIEW TRANSPORTATION MANAGEMENT ASSOCIATION, a California nonprofit public benefit organization, whose address is 1211 Newell Avenue, Suite 200, Walnut Creek, California, 94596 (hereinafter "MTMA"), (CITY and MTMA hereinafter collectively "Parties" or individually "Party").

**RECITALS**

A. WHEREAS, CITY desires a community shuttle service to assist residents and help alleviate the need for additional cars on the road; and

B. WHEREAS, in 2015, Google LLC (Google) began operating a community shuttle (Mountain View Community Shuttle) that is open to the public, fare-free, and runs seven (7) days per week, operating every thirty (30) minutes from 10:00 a.m. to 6:00 p.m. on weekdays, and every sixty (60) minutes from 10:00 a.m. to 6:00 p.m. on weekends, under an agreement dated November 20, 2014; and

C. WHEREAS, Google will cease operating the Mountain View Community Shuttle effective September 30, 2020; and

D. WHEREAS, CITY desires that electric shuttle buses continue to be used for the Mountain View Community Shuttle consistent with CITY's sustainability goals; and

E. WHEREAS, Google will provide six (6) electric vehicle chargers within the City of Mountain View for the purpose of charging the electric shuttles used for the Mountain View Community Shuttle through September 30, 2022, with an optional one (1) year extension. Google shall maintain the chargers and provide the power at no cost to CITY or its Mountain View Community Shuttle service provider. In addition, during the period that Google allows CITY access to Google's electric vehicle chargers, Google will allow CITY to store six (6) electric shuttles within the City of Mountain View at no cost to CITY when not in use or when charging, for CITY's exclusive use; and

F. WHEREAS, MTMA has successfully operated a fare-free public shuttle bus service, known as MVgo, since 2015, which provides weekday commute-hour shuttle

service between the Mountain View Transit Center and the North Bayshore and Whisman employment areas; and

G. WHEREAS, CITY desires to retain the services of MTMA to provide the Mountain View Community Shuttle service.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, CITY does hereby engage MTMA, and MTMA agrees to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** MTMA, through its own forces or by means of third-party contractor(s), will be responsible for the provision, management, and coordination of the operation of the Mountain View Community Shuttle service (collectively, the "Service") to accommodate and serve the community of the City of Mountain View during the term of this Agreement. The Service shall operate only within the City of Mountain View. The Service shall be provided in accordance with the Service Parameters, attached hereto and incorporated herein as Exhibit A.

2. **Schedule and Term.** The term of this Agreement shall be from October 1, 2020 through December 31, 2022. This Agreement shall become effective upon execution.

3. **Compensation.** CITY shall fund all costs and expenses for providing the Service, including, but not limited to, operation, maintenance, management, and administration of the Service. Invoicing and payment for services shall be as follows:

a. **CITY Fiscal Year 2020-21.**

(1) Maximum compensation for the period of October 1, 2020 to June 30, 2021 shall not exceed One Million Eight Hundred Thousand Dollars (\$1,800,000) and shall be in accordance with the budget set forth in Exhibit B. Start-up costs incurred prior to October 1, 2020 shall be eligible expenses for reimbursement from the One Million Eight Hundred Thousand Dollar (\$1,800,000) budget for the period of October 1, 2020 to June 30, 2021.

(2) CITY shall remit to MTMA advance deposit payments within fifteen (15) days of the following schedule: Six Hundred Thousand Dollars (\$600,000) on October 1, 2020; Six Hundred Thousand Dollars (\$600,000) on January 1, 2021; and Six Hundred Thousand Dollars (\$600,000) on April 1, 2021.

(3) By September 1, 2021, MTMA shall notify CITY of any funding remaining from CITY's advance deposit payments for Service for the period October 1,



2020 to June 30 2021. This will be credited toward CITY's Fiscal Year 2021-22 funding obligation as detailed in Section 3.b.(1) below.

b. CITY Fiscal Year 2021-22.

(1) By February 1, 2021, MTMA shall submit the budget estimate for the period of July 1, 2021 to June 30, 2022 in a format consistent with Exhibit B for CITY review and approval as part of its annual budget process. CITY shall remit advance deposit payments based on the approved budget for this time period within fifteen (15) days of the following schedule: twenty-five percent (25%) each on July 1, 2021; October 1, 2021; January 1, 2022; and April 1, 2022. The deposit due within fifteen (15) days of October 1, 2021 will be net of any remaining deposit balance from Fiscal Year 2020-21 consistent with Section 3.a.(3).

(2) By September 1, 2022, MTMA shall notify CITY of any funding remaining from CITY's advance deposit payments for Service for the period July 1, 2021 to June 30 2022. This will be credited toward CITY's Fiscal Year 2022-23 funding obligation as detailed in Section 3.c.(1) below.

c. CITY Fiscal Year 2022-23.

(1) By February 1, 2022, MTMA shall submit the budget estimate for the period of July 1, 2022 to December 31, 2022 in a format consistent with Exhibit B for CITY review and approval as part of its annual budget process. CITY shall remit advance deposit payments based on the approved budget for this time period within fifteen (15) days of the following schedule: fifty percent (50%) each on July 1, 2022 and October 1, 2022. The deposit due within fifteen (15) days of October 1, 2022 will be net of any remaining deposit balance from Fiscal Year 2021-22 consistent with Section 3.b.(2).

(2) MTMA shall return to CITY any funding remaining from CITY's advance deposit payments for the Service through December 31, 2022 by March 1, 2023.

d. Financial Reporting. MTMA shall provide CITY financial accounting reports by the 25th of each month detailing all costs and expenses incurred in providing the Service for the previous month. The reports shall indicate charges on a month-to-date and fiscal year-to-date basis and the draw-down balance on the advance deposits paid by CITY. The reports shall also include copies of paid invoices and receipts.

4. **MTMA Roles and Responsibilities.** The roles and responsibilities of MTMA related to the Service and this Agreement shall be as follows:

a. Procure and administer the consultant/vendor services to operate the Service.

- b. Provide CITY with copies of consultant/vendor services agreements.
- c. Prepare monthly ridership and performance reports and submit to CITY. This report shall be consistent with the monthly operations reports provided for the Mountain View Community Shuttle when it was operated by Google and shall include the following information: passengers per day for the month; ridership year-to-date with weekday and weekend totals by month and percent change from same month, previous year; average daily ridership for weekdays and weekends by month and percent change from same month, previous year; bicycle and wheelchair lift usage for the month; month total use (boarding and alighting) by stop; on-time performance; and summary of website and other mobility app activity.
- d. Provide prompt and courteous attention to all customer complaints. The MTMA shall save all e-mail complaints and response to complaints for a period of one (1) year, all of which shall be made available to representatives of CITY upon request. MTMA shall not be held responsible for collecting information that is not provided by complainants.
- e. Conduct an annual rider survey in a format to be approved by CITY.
- f. Actively monitor actual expenditures to ensure that the funds are used to pay only for eligible costs.
- g. Maintain ongoing coordination with CITY and keep CITY apprised of potential changes that may affect shuttle operations.
- h. Maintain the current Mountain View Community Shuttle branding, providing attribution to CITY and Google for sponsoring and funding the Service in all printed and online public information materials and media releases.
- i. Prepare or update, print, and distribute bus route maps to be placed inside shuttles and at City Clerk's Office, Public Works counter at City Hall, Library, Senior Center, The View Teen Center, and other locations. Restock maps as needed.
- j. Maintain a website and online app showing shuttle tracking and estimated time of arrival (ETA) information.

5. **CITY Roles and Responsibilities.** The roles and responsibilities of CITY related to the Service and this Agreement shall be as follows:

- a. Maintain ongoing coordination with MTMA and keep MTMA apprised of potential changes that may affect shuttle operations.

- b. Approve in writing any changes to the route, schedule, or stops.
- c. Coordinate and assist MTMA with community outreach, service promotion, and annual rider survey.
- d. Provide MTMA with Google's operating statistics to facilitate preparation of ridership and performance reports.

6. **Modification to Service.** CITY or MTMA may propose modifications to Shuttle service operations as defined in Exhibit A, including, but not limited to, increases or decreases in service, changes to bus stop locations, and route modifications. With CITY approval, MTMA shall conduct any necessary service planning and cost analysis related to the proposed modifications. CITY's Public Works Director and MTMA may mutually agree in writing on minor modifications, such as bus stop locations and schedule adjustments that do not require additional budget allocation or change the service area. Major modifications to Service, such as extended hours and route modifications changing service areas, will require an amendment to this Agreement.

7. **Reliance Upon Professional Skill.** It is mutually agreed by the Parties that CITY is relying upon the professional skill of MTMA, and MTMA represents to CITY that its work shall conform to generally recognized professional standards in the industry. Acceptance of MTMA's work by CITY does not operate as a release of MTMA's said representation.

8. **Independent Contractor.** It is agreed that MTMA is an independent contractor, and all persons working for or under the direction of MTMA are MTMA's agents and employees, or qualify as independent contractors as defined and required by applicable law, and said persons shall not be deemed agents, officers, partners, or joint venturers of CITY or employees of CITY by virtue of this Agreement.

9. **Conflict of Interest.** If, in performing the services set forth in this Agreement, MTMA makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for CITY that would otherwise be performed by a CITY employee holding a position specified in CITY's Conflict of Interest Code, MTMA shall be subject to CITY's Conflict of Interest Code, the requirements of which include the filing of one (1) or more statements of economic interest disclosing the relevant financial interests of MTMA's personnel providing the services set forth in this Agreement. If subject to CITY's Conflict of Interest Code, MTMA shall notify CITY's City Clerk at [city.clerk@mountainview.gov](mailto:city.clerk@mountainview.gov), 650-903-6304, or City Hall, 500 Castro Street, Third Floor in order to enable electronic filing of the FPPC Statement of Economic Interest (Form 700).

10. **Ownership of Data and Documents.** MTMA agrees all records, specifications, data, maps, designs, graphics, writings, recordings, and other tangible materials regardless of form or format, including, without limitation, electronically transmitted documents and ACAD files, and other collateral materials collected, compiled, drafted, prepared, produced, and/or generated in the performance of this Agreement shall be the property of CITY. MTMA shall regularly provide such documents to CITY upon CITY's request. In the event this Agreement is terminated, MTMA shall provide all such data and documents to CITY forthwith.

11. **Business License.** Prior to the execution of this Agreement, MTMA shall comply with Article I of Chapter 18 of the Mountain View City Code. More information is available online at [www.mountainview.gov/depts/fasd/revenue/business/default.asp](http://www.mountainview.gov/depts/fasd/revenue/business/default.asp) or at City Hall, 500 Castro Street, Second Floor, Finance and Administrative Services Department Lobby.

12. **Insurance.**

a. **Commercial General Liability Insurance.** MTMA shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence, or, in the event MTMA operates the Community Shuttle Service directly (without utilizing a contractor), in a minimum amount of Ten Million Dollars (\$10,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. MTMA's insurance coverage shall be written on an occurrence basis.

b. **Automobile Liability Insurance.** If MTMA owns or operates any vehicles, MTMA shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence. In the event MTMA operates the Community Shuttle Service directly (without utilizing a contractor), MTMA shall obtain and maintain Automobile Liability insurance in a minimum amount of Ten Million Dollars (\$10,000,000) per occurrence.

c. **Workers' Compensation Insurance.** MTMA is an individual or a company that has entered, or will be entering, into an agreement with CITY to provide goods or services.

MTMA is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and MTMA maintains they are exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for CITY under said Agreement: (1) MTMA will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California; or (2) should MTMA become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, MTMA shall forthwith comply with those provisions and send evidence of financial compliance to CITY.

In the event MTMA operates the Community Shuttle Service directly (without utilizing a contractor), MTMA shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per accident.

d. Acceptability of Insurers. Insurance is to be placed with insurers with a current *A.M. Best's Rating* of A:VII unless otherwise acceptable to CITY.

e. Verification of Coverage. Insurance, deductibles, or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

f. Other Insurance Provisions:

(1) If MTMA and/or its contractors maintain broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by MTMA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

(2) The City of Mountain View, its officers, officials, employees, and volunteers are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverage.

(3) For any claims related to MTMA's services pursuant to this Agreement, MTMA's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, and volunteers shall not contribute to it.

(4) MTMA grants CITY a waiver of any rights to subrogation which any insurer of MTMA may acquire against CITY by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

(5) MTMA shall provide thirty (30) days' notice to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(6) In the event MTMA employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of MTMA to ensure that all subcontractors comply with the same insurance requirements as stated in this Agreement. Additional requirements for any subcontractor operating the Mountain View Community Shuttle (hereinafter "Subcontracted Shuttle Operator") are included below under Section 12.g.(9).

MTMA shall obtain from each subcontractor Certificates of Insurance evidencing the required coverage and endorsements evidencing CITY's additional insured status on the subcontractor's Commercial General Liability insurance and Automobile Liability insurance. MTMA shall provide such documentation to CITY prior to the subcontractor's performance under this Agreement.

(7) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which MTMA may be held responsible for payment of damages resulting from MTMA's services or operations pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

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

(9) Insurance – Subcontracted Shuttle Operator. MTMA shall ensure that Subcontracted Shuttle Operators comply with the insurance requirements stated below. Prior to the operation of the Community Shuttle Service by a Subcontracted Shuttle Operator, MTMA shall obtain from said Subcontracted Shuttle Operator a Certificate of Insurance and endorsements evidencing the below-specified coverage. MTMA will furnish CITY with a copy of the Certificate of Insurance and endorsements

of each Subcontracted Shuttle Operator prior to that Subcontracted Shuttle Operator's operation of the Community Shuttle Service.

(a) Commercial General Liability. Subcontracted Shuttle Operator shall obtain and maintain Commercial General Liability insurance in an amount equaling or exceeding the minimum amounts required as a condition to each transportation provider's authority to operate by the Public Utilities Commission or other city, municipality, agency, or governing body conferring said authority. Such insurance coverage shall be written on an occurrence basis and shall not be less than the amount of Ten Million Dollars (\$10,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability Insurance. Subcontracted Shuttle Operator shall obtain and maintain Automobile Liability insurance in a minimum amount of Ten Million Dollars (\$10,000,000) per occurrence.

(c) Workers' Compensation Insurance. Subcontracted Shuttle Operator shall obtain and maintain Statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per accident.

(d) The City of Mountain View, its officers, officials, employees, and volunteers are to be covered as an additional insured with respect to Subcontracted Shuttle Operator's Commercial General Liability Insurance and Automobile Liability Insurance.

(e) Subcontracted Shuttle Operator shall grant CITY a waiver of any rights to subrogation which any insurer of Subcontracted Shuttle Operator may acquire against CITY by virtue of the payment of any loss under such insurance and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

(f) For any claims related to Subcontracted Shuttle Operator's services pursuant to this Agreement, Subcontracted Shuttle Operator's insurance coverage shall be primary coverage with respect to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, and volunteers shall not contribute to it.

(g) Subcontracted Shuttle Operator shall provide a thirty (30) days' notice to MTMA in the event of cancellation or modification to the stipulated insurance coverage.

13. **Hold Harmless.**

a. To the fullest extent permitted by law, MTMA shall defend, indemnify, and hold CITY, its officers, employees, agents, and volunteers harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise, in whole or in part, as a result of MTMA's negligence, recklessness, or willful misconduct related to or arising from services or operations of MTMA under this Agreement, including, but not limited to, use of Google's property for electric charging and/or storage of the six (6) electric shuttles. MTMA shall be jointly and severally liable, irrespective of proportion of fault, with MTMA's contractor(s) and subcontractor(s) (the "MTMA Parties"), for any liability for damages or claims of same that result from MTMA's negligence, recklessness, or willful misconduct related to or arising from services or operations of MTMA under this Agreement. Notwithstanding the foregoing, MTMA's indemnity obligation described herein shall be limited to MTMA's insurance coverage as set forth in Section 12 where the liability for the damages or claims of same did not result in any way from MTMA's negligence, recklessness, or willful misconduct related to or arising from services or operations of MTMA under this Agreement. CITY shall cooperate reasonably in the defense of any action, and MTMA shall employ competent counsel reasonably acceptable to the City Attorney.

b. CITY, MTMA, and each of the MTMA Parties shall enter into a separate indemnification agreement, subject to CITY review and approval, by which the MTMA Parties shall agree to defend, indemnify, and hold CITY, its officers, employees, agents, and volunteers harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise as a result of services or operations provided in relation to this Agreement and shall be jointly and severally liable with MTMA for any liability for damages or claims of same as specified in subsection (a) above. This indemnification agreement shall be fully executed prior to commencement of services pursuant to this Agreement.

14. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

15. **Nondiscrimination.** MTMA shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation,



political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

16. **Amendment.** This Agreement may be amended in writing and signed by the Parties.

17. **Termination.** CITY may terminate this Agreement without cause by giving not less than thirty (30) days' prior written notice to the other Party. CITY shall also have the right to suspend this Agreement immediately upon notice given to MTMA if, in the reasonable opinion of CITY, the safety of its passengers or the general public has or may be threatened, or if any administrative or judicial body has suspended or revoked any license required for MTMA or its contractor to provide the Services under this Agreement ("Suspension Violation"). In the event MTMA fails to cure any Suspension Violation to CITY's satisfaction within a reasonable time, as determined by CITY in its sole and absolute discretion, then CITY may declare a default under this Agreement and terminate the Agreement immediately. Notwithstanding Section 25, Notices, notice pursuant to this provision may be given by e-mail sent to [admin@mvgo.org](mailto:admin@mvgo.org).

MTMA shall have the right to terminate this Agreement, without cause, by giving CITY not less than one hundred eighty (180) days' notice.

In the event of any suspension or termination of this Agreement, MTMA shall cease incurring any additional costs in connection with this Agreement beyond the effective termination date. In such event, CITY's sole obligation to MTMA shall be limited to payment for services already rendered by MTMA up to the effective date of termination or suspension and any other MTMA contractual financial obligations necessary to terminate the services and obligated due to early termination of this Agreement. MTMA shall remit to CITY all unexpended deposit funds within sixty (60) days of the effective termination date.

18. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

19. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

20. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.

21. **Waiver.** The failure of CITY to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

22. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

23. **Public Records.** The Parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.

24. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

25. **Notices.** Any notice given under this Agreement shall be in writing and shall be given by delivering the same to such Party in person, by delivering the same to such Party by reputable overnight courier or express service, or by sending the same to such Party by registered or certified mail, return receipt requested, with postage prepaid. The address(es) of each Party for the giving of notices hereunder are, until changed as hereinafter provided, the following:

To CITY:       Public Works Director  
                  City of Mountain View  
                  500 Castro Street  
                  P.O. Box 7540  
                  Mountain View, CA 94039-7540

To MTMA:       MTMA Executive Director  
                  1211 Newell Avenue, Suite 200  
                  Walnut Creek, CA 94596

Any notice will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. A Party may change its notice address(es) at any time by giving written notice of such change to the other Party in the manner provided herein. Notice given by counsel shall be deemed given by the Party represented by such counsel.

26. **Compliance with Law.** MTMA shall comply with all applicable laws and regulations of the Federal, State, and local government, including, but not limited to, "The Code of the City of Mountain View, California." MTMA specifically agrees to comply with any applicable laws, regulations, and/or guidelines relating to COVID-19, including, but not limited to, Centers for Disease Control and Prevention (CDC) guidelines, Santa Clara County Department of Public Health orders and/or guidelines, and CITY's protocols for contractors related to COVID-19 which are located at [www.mountainview.gov/depts/fasd/purchasing](http://www.mountainview.gov/depts/fasd/purchasing) and incorporated herein by this reference, as amended from time to time.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement shall be sufficient to bind the Parties.

///

///

///

///

///

///

///

///

///

///

///


///


///

///

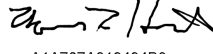
IN WITNESS WHEREOF, this Agreement, dated October 1, 2020 for identification, between the City of Mountain View and Mountain View Transportation Management Association, for Mountain View Community Shuttle operations, is executed by CITY and MTMA.

"CITY":  
CITY OF MOUNTAIN VIEW,  
a California charter city and municipal  
corporation

DocuSigned by:  
  
By: D5DFCB636B67439...  
City Manager

DocuSigned by:  
  
Attest: 69BE2AC412F443E...  
City Clerk

"MTMA":  
MOUNTAIN VIEW TRANSPORTATION  
MANAGEMENT ASSOCIATION,  
a California nonprofit public benefit  
organization

DocuSigned by:  
  
By: A1A707A913494B8...

Name: Tom Harrington

Title: Commute Solutions Leader

46-4024204

Taxpayer I.D. Number


APPROVED AS TO CONTENT:

DocuSigned by:  
  
0E8691A0DA4D442...  
Public Works Director

FINANCIAL APPROVAL:

DocuSigned by:  
  
8091C5BF7AF44BE...  
Asst. Finance and Administrative  
Services Director

APPROVED AS TO FORM:

DocuSigned by:  
  
208D3974FBF34A6...  
Asst. City Attorney

**Exhibit A****MOUNTAIN VIEW COMMUNITY SHUTTLE  
SERVICE PARAMETERS**

**Days of Service:** Shuttles run seven days per week.

**Routes:** Shuttles operate in a bidirectional loop—Gray Route (clockwise direction) and Red Route (counterclockwise direction). The route provides connections between many residential neighborhoods, senior residences and services, City offices, Library, park and recreational facilities, medical offices, shopping centers, and entertainment venues throughout Mountain View. The route map is provided on next page.

**Schedule:** Service hours are 10:00 a.m. to 6:00 p.m. every day. Service to Shoreline Boulevard/Pear Avenue and Shoreline Boulevard/Middlefield Road No. 2 stops provided on weekends only. Headways are every 30 minutes Monday through Friday and every 60 minutes on weekends and holidays. Holidays are New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

**Infrastructure:** Six 16-seat, all-electric shuttle vehicles are used for daily service. All shuttles are equipped with a wheelchair lift, space for two wheelchairs, and two exterior bicycle racks. Up to two gas-powered shuttles may be used to ensure reliable service should two or more of the electric vehicles be unavailable due to charging, breakdown, or maintenance needs.

**WiFi:** All shuttles provide free WiFi onboard.

**Online App:** App for website and mobile devices provided to show real-time shuttle tracking and estimated time of arrival (ETA) information.

The map illustrates the proposed light rail line in San Antonio, Texas. The line is shown in red and blue, indicating different segments or phases. Key stations are marked with green stars and numbered 1 through 10. The map includes major roads like W. Middlefield Rd., N. Rengstorff Ave., and W. El Camino Real. Key locations like the San Antonio Center, Community Center, and various schools are also labeled.

**Stations (from west to east):**

- Shoreline / Pear (Star #1)
- Shoreline / Middlefield #1 (Star #2)
- Crittenden Middle School
- Middlefield / San Pierre
- Middlefield / Montecito
- Rengstorff / Middlefield
- Rengstorff / Central Expy
- Community Center
- California / Ortega
- San Antonio Center
- California / Rengstorff
- Senior / Teen Center
- Villa / Mariposa
- Villa / Shoreline
- Villa / Franklin
- Mountain View Transit Center
- Civic Center
- El Camino Real / Sylvan
- Sylvan Park
- El Camino Real / Sylvan
- Grant Rd.
- Cuesta / Grant
- Cuesta / Miramonte
- Grant / Eunice

**Other Labels:**

- W. Middlefield Rd.
- N. Rengstorff Ave.
- W. El Camino Real
- Central Expressway
- Shoreline Blvd.
- San Pierre Way
- Farley St.
- Eschela Ave.
- Mariposa Ave.
- Shoreline Blvd.
- High School Way
- Castro St.
- Franklin St.
- Sylvan Ave.
- Cuesta Dr.
- El Camino Hospital

- Shuttle stops / Parada de Transporte
- Остановки автобуса / 汽车站
- Route direction / Dirección ruta
- Направление движения / 路线方向
- Gray Route
- Red Route
- Weekends and holidays only
- Solamente fines de semana / días de fiesta
- Только в выходные и праздничные дни
- 只有周末和节假日

## EXHIBIT B

| <b>MV Community Shuttle Budget</b>                              | <b>9 Mos</b>        |
|-----------------------------------------------------------------|---------------------|
| <b>Direct Costs</b>                                             | <b>FY 2020-2021</b> |
| Shuttle Operations & Vehicle/Vehicle Maintenance (We Drive U)   | \$ 1,395,000        |
| Technical Services (TripShot)                                   | \$ 16,000           |
| Equipment & Data (Tablets w/ data plan & mobile device manager) | \$ 8,500            |
| <i>Subtotal</i>                                                 | <i>\$ 1,419,500</i> |
| <b>Indirect Costs</b>                                           | <b>FY 2020-2021</b> |
| Shuttle Management, Planning & Customer Service (Altrans)       | \$ 161,000          |
| Program Management & Oversight (GBS)                            | \$ 64,000           |
| Other (legal, insurance, etc.)                                  | \$ 15,700           |
| <i>Subtotal</i>                                                 | <i>\$ 240,700</i>   |
| <b>Other Services</b>                                           | <b>FY 2020-2021</b> |
| Service Transition/Implementation (GBS)                         | \$ 30,000           |
| Future Service Planning (GBS)                                   | \$ 1,000            |
| <i>Subtotal</i>                                                 | <i>\$ 31,000</i>    |
| Contingency                                                     | \$ 108,800          |
| <b>Grand Total</b>                                              | <b>\$ 1,800,000</b> |
| NTE Revenue                                                     | \$ 1,800,000.00     |
| <i>Estimated Balance</i>                                        | <i>\$ -</i>         |

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW  
AND MOUNTAIN VIEW TRANSPORTATION MANAGEMENT ASSOCIATION  
FOR MOUNTAIN VIEW COMMUNITY SHUTTLE OPERATIONS**

This AMENDMENT NO. 1 to the Agreement is dated for identification this 1st day of August 2021, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and MOUNTAIN VIEW TRANSPORTATION MANAGEMENT ASSOCIATION, a California nonprofit public benefit organization, whose address is 1211 Newell Avenue, Suite 200, Walnut Creek, California, 94596 (hereinafter "MTMA"), (CITY and MTMA hereinafter collectively "Parties" or individually "Party").

**RECITALS**

A. WHEREAS, CITY and MTMA entered into an Agreement dated October 1, 2020 for identification, for Mountain View Community Shuttle operations; and

B. WHEREAS, at the time the City Council authorized the City Manager to execute the Agreement, on August 25, 2020, Council also authorized the City Manager to amend the Agreement for Fiscal Year 2021-22 and Fiscal Year 2022-23 in the amount of funding as approved in the respective fiscal year budget; and

C. WHEREAS, the City Council of CITY, on June 22, 2021, approved the Fiscal Year 2021-22 budget, including additional funding for Fiscal Year 2021-22 of this Agreement; and

D. WHEREAS, CITY and MTMA desire to amend said Agreement dated October 1, 2020 for identification, and all amendments thereto, to amend the compensation for Fiscal Year 2021-22.

///

///

///

///

///

///



## AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual promises of the Parties contained herein, CITY and MTMA agree to the below-referenced amendments to said Agreement dated October 1, 2020 for identification, and all amendments thereto, as follows:

Section 3, Compensation, Subsection b., CITY Fiscal Year 2021-22, shall be amended to read as follows:

“b. CITY Fiscal Year 2021-22.

(1) Maximum compensation for the period of July 1, 2021 to June 30, 2022 shall not exceed Two Million Four Hundred Twenty-Four Thousand Dollars (\$2,424,000) and shall be in accordance with the budget set forth in Exhibit C, attached hereto and incorporated herein. CITY shall remit to MTMA advance deposit payments within fifteen (15) days of the following schedule: twenty-five percent (25%) each on August 25, 2021; October 1, 2021; January 1, 2022; and April 1, 2022. The deposit due within fifteen (15) days of October 1, 2021 will be net of any remaining deposit balance from Fiscal Year 2020-21 consistent with Section 3.a.(3).

(2) By September 1, 2022, MTMA shall notify CITY of any funding remaining from CITY's advance deposit payments for Service for the period July 1, 2021 to June 30 2022. This will be credited toward CITY's Fiscal Year 2022-23 funding obligation as detailed in Section 3.c.(1) below.”

Exhibit C, attached hereto, is hereby added to the Agreement.

All other terms and conditions in that certain Agreement dated October 1, 2020, above referenced, shall remain in full force and effect.

**Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Amendment shall be sufficient to bind the Parties.

///


///

///

IN WITNESS WHEREOF, this Amendment No. 1, dated August 1, 2021 for identification, to the Agreement between the City of Mountain View and Mountain View Transportation Management Association, for Mountain View Community Shuttle operations, is executed by CITY and MTMA.

"CITY":

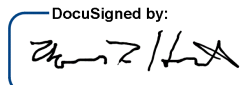
CITY OF MOUNTAIN VIEW,  
a California charter city and municipal  
corporation

By:   
D5DFCB636B67439...  
City Manager

Attest:   
E549F8981D3E48B...  
City Clerk

"MTMA":

MOUNTAIN VIEW TRANSPORTATION  
MANAGEMENT ASSOCIATION,  
a California nonprofit public benefit  
organization

By:   
A1A707A913494B8...  
Name: Tom Harrington

Title: Chair

46-4024204

Taxpayer I.D. Number

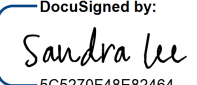
APPROVED AS TO CONTENT:

  
0E8691A0DA4D442...  
Public Works Director

FINANCIAL APPROVAL:

Asst.   
8091C5BF7AF44BE...  
Finance and Administrative  
Services Director

APPROVED AS TO FORM:

Sr. Asst.   
5C5270F48E82464...  
City Attorney

## EXHIBIT C

| <b>MV Community Shuttle Budget</b>                                         | <b>12 Mos</b>       |
|----------------------------------------------------------------------------|---------------------|
| <b>Direct Costs</b>                                                        | <b>FY2021-2022</b>  |
| Shuttle Operations & Vehicle/Vehicle Maintenance (We Drive U) <sup>2</sup> | \$ 2,025,000        |
| Technical Services (TripShot)                                              | \$ 24,000           |
| Equipment & Data (Tablets w/ data plan & mobile device manager)            | \$ 5,000            |
| <i>Subtotal</i>                                                            | <i>\$ 2,054,000</i> |
| <b>Indirect Costs</b>                                                      | <b>FY2021-2022</b>  |
| Shuttle Management, Planning & Customer Service (Altrans)                  | \$ 218,000          |
| Program Management & Oversight (GBS)                                       | \$ 90,000           |
| Other (legal, insurance, graphics, website maintenance, printing, etc.)    | \$ 20,000           |
| <i>Subtotal</i>                                                            | <i>\$ 328,000</i>   |
| <b>Other Services</b>                                                      | <b>FY2021-2022</b>  |
| Service Transition/Implementation (GBS)                                    | \$ -                |
| Future Service Planning (GBS)                                              | \$ 25,000           |
| <i>Subtotal</i>                                                            | <i>\$ 25,000</i>    |
| Contingency <sup>1</sup>                                                   | \$ 17,000           |
| <b>Grand Total</b>                                                         | <b>\$ 2,424,000</b> |
| NTE Revenue                                                                | \$ 2,424,000.00     |
| <i>Estimated Balance</i>                                                   | <i>\$ -</i>         |

1. Contingency includes allowance for only 1 new or 2 used batteries.
2. Includes the acquisition 1 short term gas vehicle.

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW  
AND MOUNTAIN VIEW TRANSPORTATION MANAGEMENT ASSOCIATION  
FOR MOUNTAIN VIEW COMMUNITY SHUTTLE OPERATIONS**

This AMENDMENT NO. 2 to the Agreement is dated for identification this 17th day of December 2021, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and MOUNTAIN VIEW TRANSPORTATION MANAGEMENT ASSOCIATION, a California nonprofit public benefit organization, whose address is 1211 Newell Avenue, Suite 200, Walnut Creek, California, 94596 (hereinafter "MTMA"), (CITY and MTMA hereinafter collectively "Parties" or individually "Party").

**RECITALS**

A. WHEREAS, CITY and MTMA entered into an Agreement dated October 1, 2020 for identification, for Mountain View Community Shuttle operations; and

B. WHEREAS, CITY and MTMA entered into Amendment No.1 dated August 1, 2021 for identification, amending compensation for Fiscal Year 2021-22; and

C. WHEREAS, CITY desires to expand the Community Shuttle service hours from 10:00 a.m. to 6:00 p.m. every day to 7:00 a.m. to 7:00 p.m. weekdays and 10:00 a.m. to 6:00 p.m. weekends, effective January 3, 2022; and

D. WHEREAS, the City Council of CITY, on June 8, 2021, authorized the City Manager to amend the Agreement to expand the Mountain View Community Shuttle service hours; and

E. WHEREAS, on August 25, 2020, when City Council authorized execution of the original agreement, Council also authorized the City Manager to amend the Agreement for Fiscal Year 2021-22 and Fiscal Year 2022-23 in the amount of funding as approved in the respective fiscal year budget; and

F. WHEREAS, the City Council of CITY, on June 22, 2021, approved the Fiscal Year 2021-22 budget, which included additional compensation for extended service hours for Fiscal Year 2021-22; and

G. WHEREAS, CITY and MTMA desire to amend said Agreement dated October 1, 2020 for identification, and all amendments thereto, to amend Description of

Services-Exhibit A, and to amend the following sections: Compensation, MTMA's Roles and Responsibilities, Insurance, Hold Harmless, and Nondiscrimination.

## AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual promises of the Parties contained herein, CITY and MTMA agree to the below-referenced amendments to said Agreement dated October 1, 2020 for identification, and all amendments thereto, as follows:

1. Exhibit A – Mountain View Community Shuttle Service Parameters, Schedule and Infrastructure Sections, referenced in Section 1, Description of Services, shall be amended to reflect the following service hour changes and allowance for up to three (3) gas-powered shuttles prior to January 3, 2022 and up to four (4) gas-powered shuttles, effective as of January 3, 2022:

**"Schedule:** Effective through January 2, 2022, service hours are from 10:00 a.m. to 6:00 p.m. every day. Effective January 3, 2022, service hours are from 7:00 a.m. to 7:00 p.m. weekdays and 10:00 a.m. to 6:00 p.m. weekends. The expanded service hours from 7:00 a.m. to 10:00 a.m. and from 6:00 p.m. to 7:00 p.m. shall be referred to as the "Expanded Service Hours."

Service to Shoreline Boulevard/Pear Avenue and Shoreline Boulevard/Middlefield Road No. 2 stops provided on weekends only. Headways are every 30 minutes Monday through Friday and every 60 minutes on weekends and holidays. Holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

**Infrastructure:** Five 16-seat, all-electric shuttle vehicles are used for daily service. All shuttles are equipped with a wheelchair lift, space for two wheelchairs, and two exterior bicycle racks. Effective through January 2, 2022, up to three gas-powered shuttles may be used to ensure reliable service should two or more of the electric vehicles be unavailable due to charging, breakdown, or maintenance needs. Effective as of January 3, 2022, up to four gas-powered shuttles may be used for this purpose."

///

///

///

2. Section 3, Compensation, Subsection b, CITY Fiscal Year 2021-22, shall be amended to read as follows:

“b. CITY Fiscal Year 2021-22.

(1) Maximum compensation for the period of July 1, 2021 to June 30, 2022 shall not exceed Two Million Six Hundred Forty-Four Thousand Dollars (\$2,644,000) and shall be in accordance with the budget set forth in Exhibit C dated December 15, 2021, attached hereto and incorporated herein. CITY shall remit to MTMA advance deposit payments within fifteen (15) days of the following schedule: Six Hundred Six Thousand Dollars (\$606,000) on August 10, 2021; Six Hundred Six Thousand Dollars (\$606,000) on October 1, 2021; and Seven Hundred Sixteen Thousand Dollars (\$716,000) each on January 1, 2022 and April 1, 2022. The deposit due within fifteen (15) days of October 1, 2021 will be net of any remaining deposit balance from Fiscal Year 2020-21 consistent with Section 3.a.(3).

(2) By September 1, 2022, MTMA shall notify CITY of any funding remaining from CITY's advance deposit payments for Service for the period July 1, 2021 to June 30 2022. This will be credited toward CITY's Fiscal Year 2022-23 funding obligation as detailed in Section 3.c.(1) below.”

3. Section 3, Compensation, Subsection d, Financial Reporting, shall be amended to read as follows:

“d. Financial Reporting. MTMA shall provide CITY financial accounting reports by the 25th day of each month detailing all costs and expenses incurred in providing the Service for the previous month. The reports shall indicate charges on a month-to-date and fiscal year-to-date basis and the draw-down balance on the advance deposits paid by CITY. The reports shall also include copies of paid invoices, including contractors' invoices, miscellaneous invoices, and force account charges, and receipts.”

4. Section 4, MTMA Roles and Responsibilities, Section f, shall be amended to read as follows:

“f. Actively monitor actual expenditures to ensure that the funds are used to pay only for eligible costs.

MTMA or its contractors shall actively monitor actual expenditures related to the service expansion effective January 3, 2022 to ensure that the 2016 Measure B funds are used to pay only for costs that are directly related to the planning, operation, and administration of the Expanded Service Hours.

MTMA or its contractors shall maintain financial records, books, documents, papers, accounting records, and other evidence pertaining to costs related to this Agreement for five (5) years. MTMA shall make such records available to CITY upon CITY's request for review and audit purposes."

5. Section 4, MTMA Roles and Responsibilities, Section h, shall be amended to read as follows:

"h. Maintain the current Mountain View Community Shuttle branding, providing attribution to CITY and Google for sponsoring and funding the Service in all printed and online public information materials and media releases. In addition, attribution shall be provided to the Santa Clara Valley Transportation Authority (VTA) for funding by 2016 Measure B Funds on project-related documents, construction signs, public information materials, and any other applicable documents. CITY will provide MTMA the 2016 Measure B branding."

6. Section 12, Insurance, shall be amended to add a new subsection c, Professional Liability Insurance, and new subsection d, Cyber Liability Insurance, as set forth below. The subsequent subsections shall be relettered accordingly.

"c. Professional Liability Insurance. MTMA shall cause its management subcontractor(s) (Altrans and Gray Bowen Scott) to obtain and maintain Professional Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per claim. Professional Liability insurance must be maintained, and evidence of insurance shall be provided to CITY for at least three (3) years after completion of work under this Agreement.

d. Cyber Liability Insurance. MTMA shall cause its management subcontractor(s) (Altrans and Gray Bowen Scott) to obtain and maintain Cyber Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence or claim, One Million Dollars (\$1,000,000) aggregate.

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by MTMA in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and

penalties and credit monitoring expenses with limits sufficient to respond to these obligations.”

7. Section 12, Insurance, Subsection h, Other Insurance Provisions, subsections (2), (3), and (4) shall be amended to read as follows:

“(2) The City of Mountain View and CITY’s officers, officials, employees, and volunteers, and the VTA, are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used or other endorsement approved by CITY’s Risk Manager for Commercial General and Automobile Liability coverages.

(3) For any claims related to MTMA’s services pursuant to this Agreement, MTMA’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to CITY and CITY’s officers, officials, employees, and volunteers, and VTA. Any insurance or self-insurance maintained by CITY and CITY’s officers, officials, employees, and volunteers, and VTA, shall not contribute to it.

(4) MTMA grants CITY and VTA a waiver of any rights to subrogation which any insurer of MTMA may acquire against CITY or VTA by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers’ Compensation policy. This provision applies regardless of whether or not CITY or VTA has received a waiver of subrogation endorsement from the insurer.”

8. Section 12, Insurance, Subsection h, Other Insurance Provisions, subsection (6) shall be revised to reference the updated subsection lettering as set forth below:

“(6) MTMA employs subcontractors as part of the work covered by this Agreement, and it shall be the responsibility of MTMA to ensure that all subcontractors comply with the same insurance requirements as stated in this Agreement, with the exception of Professional Liability Insurance and Cyber Liability Insurance as set forth in Section 12 c. and d., in which subcontractors shall comply with those sections as specified. Additional requirements for any subcontractor operating the Mountain View Community Shuttle (hereinafter “Subcontracted Shuttle Operator”) are included below under Section 12.h.(9).

MTMA shall obtain from each subcontractor Certificates of Insurance evidencing the required coverage and endorsements evidencing CITY’s additional insured status on the subcontractor’s Commercial General Liability insurance and Automobile Liability insurance. MTMA shall provide



such documentation to CITY prior to the subcontractor's performance under this Agreement."

9. Section 13, Hold Harmless, shall be amended to read as follows:

**"13. Hold Harmless.**

a. To the fullest extent permitted by law, MTMA shall defend, indemnify, and hold CITY and CITY's officers, employees, agents, and volunteers, and VTA, harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise, in whole or in part, as a result of MTMA's negligence, recklessness, or willful misconduct related to or arising from services or operations of MTMA under this Agreement, including, but not limited to, use of Google's property for electric charging and/or storage of the five (5) electric shuttles. MTMA shall be jointly and severally liable, irrespective of proportion of fault, with MTMA's contractor(s) and subcontractor(s) (the "MTMA Parties"), for any liability for damages or claims of same that result from MTMA's negligence, recklessness, or willful misconduct related to or arising from services or operations of MTMA under this Agreement. Notwithstanding the foregoing, MTMA's indemnity obligation described herein shall be limited to MTMA's insurance coverage as set forth in Section 12 where the liability for the damages or claims of same did not result in any way from MTMA's negligence, recklessness, or willful misconduct related to or arising from services or operations of MTMA under this Agreement. CITY shall cooperate reasonably in the defense of any action, and MTMA shall employ competent counsel reasonably acceptable to the City Attorney.

b. CITY, MTMA, and each of the MTMA Parties shall enter into a separate indemnification agreement, subject to CITY review and approval, by which the MTMA Parties shall agree to defend, indemnify, and hold CITY and CITY's officers, employees, agents, and volunteers, and VTA, harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise as a result of services or operations provided in relation to this Agreement and shall be jointly and severally liable with MTMA for any liability for damages or claims of same as specified in subsection (a) above."

///

///

///

10. Section 15, Nondiscrimination, shall be amended to read as follows:

“15. **Nondiscrimination.** MTMA shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, medical condition, military or veteran status, gender identity or expression, or genetic information. In addition, MTMA shall not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to use family care leave.”

11. Exhibit A, dated December 15, 2021, attached hereto, and hereby replaces in its entirety the prior Exhibit A.

12. Exhibit C, dated December 15, 2021, attached hereto, and hereby replaces in its entirety the prior Exhibit C.

13. All other terms and conditions in that certain Agreement dated October 1, 2020, above referenced, shall remain in full force and effect.

14. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Amendment shall be sufficient to bind the Parties.

///

///

///

///

///

///


///

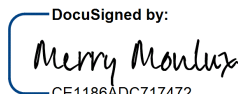
///

///

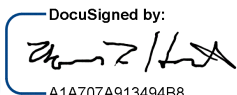
IN WITNESS WHEREOF, this Amendment No. 2, dated December 17, 2021 for identification, to the Agreement between the City of Mountain View and Mountain View Transportation Management Association, for Mountain View Community Shuttle operations, is executed by CITY and MTMA.

"CITY":  
CITY OF MOUNTAIN VIEW,  
a California charter city and municipal  
corporation

By:   
D5DFCB636B67439...  
City Manager

Attest:   
CE1186ADC717472...  
Asst. City Clerk

"MTMA":  
MOUNTAIN VIEW  
TRANSPORTATION  
MANAGEMENT ASSOCIATION,  
a California nonprofit public benefit  
organization

By:   
A1A707A913494B8...

Name: Tom Harrington

Title: Chair

46-4024204

APPROVED AS TO CONTENT:

For   
5A2DFD8A6949472...  
Public Works Director

Taxpayer I.D. Number

FINANCIAL APPROVAL:

Asst.   
8091C5BF7AF44BE...  
Finance and Administrative  
Services Director

APPROVED AS TO FORM:

Sr. Asst.   
208D3974FBF34A6...  
City Attorney

**Exhibit A****MOUNTAIN VIEW COMMUNITY SHUTTLE  
SERVICE PARAMETERS**

**Days of Service:** Shuttles run seven days per week.

**Routes:** Shuttles operate in a bidirectional loop—Gray Route (clockwise direction) and Red Route (counterclockwise direction). The route provides connections between many residential neighborhoods, senior residences and services, City offices, Library, park and recreational facilities, medical offices, shopping centers, and entertainment venues throughout Mountain View. The route map is provided on next page.

**Schedule:** Effective through January 2, 2022, service hours are from 10:00 a.m. to 6:00 p.m. every day. Effective January 3, 2022, service hours are from 7:00 a.m. to 7:00 p.m. weekdays and 10:00 a.m. to 6:00 p.m. weekends. The expanded service hours from 7:00 a.m. to 10:00 a.m. and from 6:00 p.m. to 7:00 p.m. shall be referred to as the “Expanded Service Hours.”

Service to Shoreline Boulevard/Pear Avenue and Shoreline Boulevard/Middlefield Road No. 2 stops provided on weekends only. Headways are every 30 minutes Monday through Friday and every 60 minutes on weekends and holidays. Holidays are New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

**Infrastructure:** Five 16-seat, all-electric shuttle vehicles are used for daily service. All shuttles are equipped with a wheelchair lift, space for two wheelchairs, and two exterior bicycle racks. Effective through January 2, 2022, up to three gas-powered shuttles may be used to ensure reliable service should two or more of the electric vehicles be unavailable due to charging, breakdown, or maintenance needs. Effective as of January 3, 2022, up to four gas-powered shuttles may be used for this purpose.

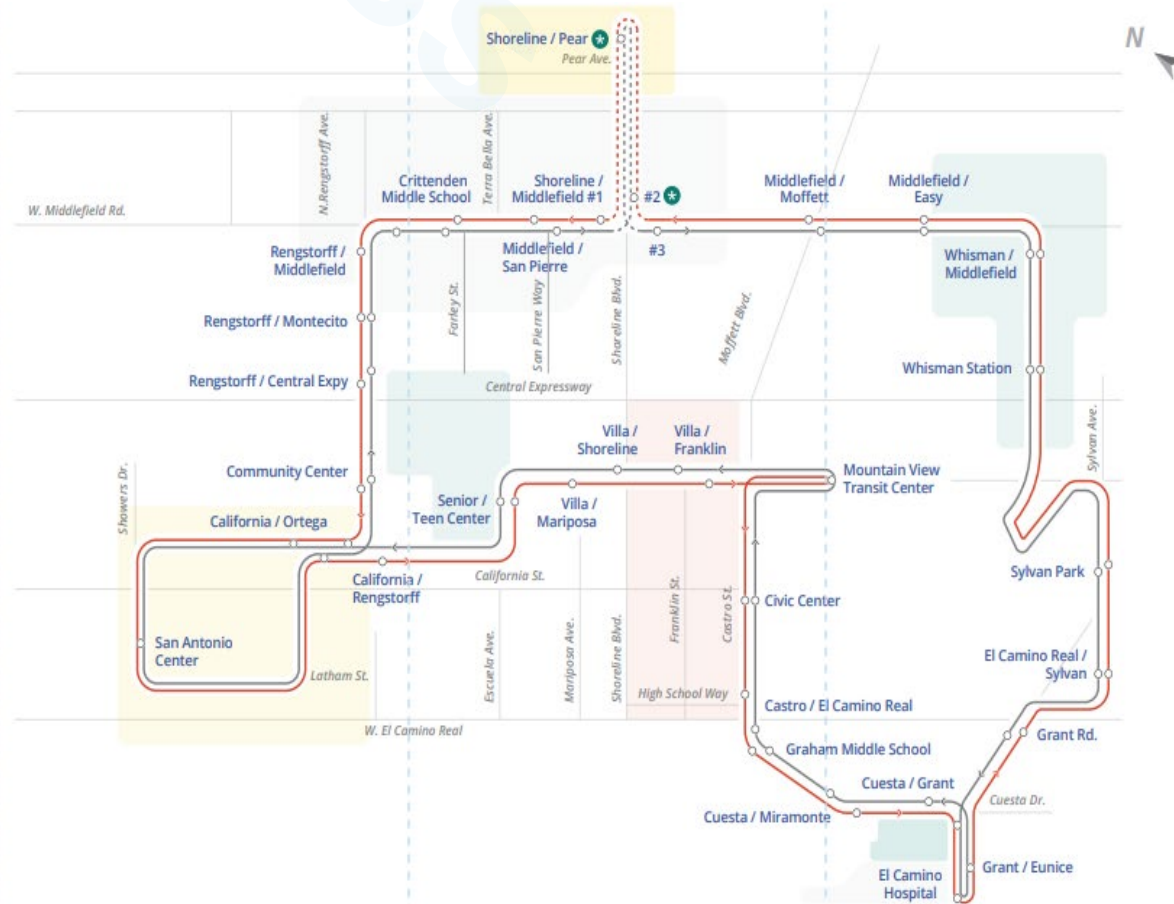
**WiFi:** All shuttles provide free WiFi onboard.

**Online App:** App for website and mobile devices provided to show real-time shuttle tracking and estimated time of arrival (ETA) information.

## Route Map and Stops:

### Route Map

- Shuttle stops / Parada de Transporte  
Остановка автобуса / 车站
- > Route direction / Dirección ruta  
Направление движения / 路线方向
- Gray Route
- Red Route
- ⋯⋯⋯ + Weekends and holidays only  
Solamente fines de semana / días de fiesta  
Только в выходные и праздничные дни  
只有周末和节假日



## EXHIBIT C

Date: December 15, 2021

| <b>MV Community Shuttle Budget</b>                                      | <b>12 Mos</b>       | <b>Service Expansion<sup>1</sup></b> |
|-------------------------------------------------------------------------|---------------------|--------------------------------------|
| <b>Direct Costs</b>                                                     | <b>FY2021-2022</b>  | <b>FY 2021-2022</b>                  |
| Shuttle Operations & Vehicle/Vehicle Maintenance (We Drive U)           | \$ 1,985,000        | \$ 218,000                           |
| Technical Services (TripShot)                                           | \$ 24,000           | \$ 2,000                             |
| Equipment & Data (Tablets w/ data plan & mobile device manager)         | \$ 5,000            | \$ -                                 |
| <i>Subtotal</i>                                                         | <i>\$ 2,014,000</i> | <i>\$ 220,000</i>                    |
| <b>Indirect Costs</b>                                                   | <b>FY2021-2022</b>  |                                      |
| Shuttle Management, Planning & Customer Service (Altrans)               | \$ 218,000          | \$ -                                 |
| Program Management & Oversight (GBS)                                    | \$ 90,000           | \$ -                                 |
| Other (legal, insurance, graphics, website maintenance, printing, etc.) | \$ 20,000           | \$ -                                 |
| <i>Subtotal</i>                                                         | <i>\$ 328,000</i>   | <i>\$ -</i>                          |
| <b>Other Services</b>                                                   | <b>FY2021-2022</b>  |                                      |
| Service Transition/Implementation (GBS)                                 | \$ -                | \$ -                                 |
| Future Service Planning (GBS)                                           | \$ 25,000           | \$ -                                 |
| <i>Subtotal</i>                                                         | <i>\$ 25,000</i>    | <i>\$ -</i>                          |
| Contingency <sup>2</sup>                                                | \$ 57,000           | \$ -                                 |
| <b>Total</b>                                                            | <b>\$ 2,424,000</b> | <b>\$ 220,000</b>                    |
| <b>Grand Total</b>                                                      | <b>\$ 2,644,000</b> |                                      |

1. Includes 16 additional revenue hours for service expansion from 7AM-10AM and 6PM-7PM, to begin January 3, 2022. Includes temporary lease of 1 gas vehicle.
2. Includes allowance of \$45k for 3 battery replacements in FY 21/22.

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Mountain View may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact City of Mountain View:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [esignature@mountainview.gov](mailto:esignature@mountainview.gov)

**To advise City of Mountain View of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [esignature@mountainview.gov](mailto:esignature@mountainview.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from City of Mountain View**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [esignature@mountainview.gov](mailto:esignature@mountainview.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Mountain View**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [esignature@mountainview.gov](mailto:esignature@mountainview.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

|                    |                                                                                                                                                           |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Operating Systems: | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X                                                                                                     |
| Browsers:          | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader:        | Acrobat® or similar software may be required to view and print PDF files                                                                                  |
| Screen Resolution: | 800 x 600 minimum                                                                                                                                         |



|                            |                           |
|----------------------------|---------------------------|
| Enabled Security Settings: | Allow per session cookies |
|----------------------------|---------------------------|

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Mountain View as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Mountain View during the course of my relationship with you.

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW  
AND MOUNTAIN VIEW TRANSPORTATION MANAGEMENT ASSOCIATION  
FOR MOUNTAIN VIEW COMMUNITY SHUTTLE OPERATIONS**

This AMENDMENT NO. 3 to the Agreement is dated for identification this 31st day of March 2022, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and MOUNTAIN VIEW TRANSPORTATION MANAGEMENT ASSOCIATION, a California nonprofit public benefit organization, whose address is 1211 Newell Avenue, Suite 200, Walnut Creek, California, 94596 (hereinafter "MTMA"), (CITY and MTMA hereinafter collectively "Parties" or individually "Party").

**RECITALS**

A. WHEREAS, CITY and MTMA entered into an Agreement dated October 1, 2020 for identification, for Mountain View Community Shuttle operations; and

B. WHEREAS, CITY and MTMA entered into Amendment No.1 dated August 1, 2021 for identification, amending compensation for Fiscal Year 2021-22; and

C. WHEREAS, CITY and MTMA entered into Amendment No. 2 dated December 17, 2021 for identification, amending Exhibit A, Mountain View Community Shuttle Service Parameters, Schedule and Infrastructure Sections; and amending the following sections: Compensation, MTMA's Roles and Responsibilities, Insurance, Hold Harmless, and Nondiscrimination; and

D. WHEREAS, the City Council of CITY, on December 14, 2021, authorized the City Manager to extend the term, amend the Agreement to increase compensation Four Hundred Forty-Seven Thousand One Hundred One Dollars (\$447,101) for Fiscal Year 2021-22, and amend the Parties' responsibilities related to lease of the shuttle vehicles; and

E. WHEREAS, CITY and MTMA desire to amend said Agreement dated October 1, 2020 for identification, and all amendments thereto, to amend Exhibit A—Mountain View Community Shuttle Service Parameters, Infrastructure Section; extend the term; amend compensation; and amend roles and responsibilities.

///

///

## AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual promises of the Parties contained herein, CITY and MTMA agree to the below-referenced amendments to said Agreement dated October 1, 2020 for identification, and all amendments thereto, as follows:

Exhibit A – Mountain View Community Shuttle Service Parameters, Infrastructure Section, referenced in Section 1, Description of Services, shall be amended to read as follows:

**“Infrastructure:** Five 16-seat, all-electric shuttle vehicles are used for daily service. All shuttles are equipped with a wheelchair lift, space for two wheelchairs, and two exterior bicycle racks. Effective January 3, 2022, up to four gas-powered shuttles may be used to ensure reliable service should the electric vehicles be unavailable due to charging, breakdown, or maintenance needs. The existing shuttles will be replaced with four, similarly equipped, new electric shuttles and two gas shuttles when their leases expire on December 31, 2022.”

Section 2, Schedule and Term, shall be amended to read as follows:

“2. **Schedule and Term.** The term of this Agreement shall be from October 1, 2020 through June 30, 2024. This Agreement shall become effective upon execution.”

Section 3, Compensation, Subsection b., CITY Fiscal Year 2021-22, shall be amended to read as follows:

“b. **CITY Fiscal Year 2021-22.**

(1) Maximum compensation for the period of July 1, 2021 to June 30, 2022 shall not exceed Three Million Ninety-One Thousand One Hundred One Dollars (\$3,091,101) and shall be in accordance with the revised budget set forth in Exhibit C dated March 3, 2022, attached hereto and incorporated herein. CITY shall remit to MTMA advance deposit payments within fifteen (15) days of the following schedule: Six Hundred Six Thousand Dollars (\$606,000) on August 10, 2021; Six Hundred Six Thousand Dollars (\$606,000) on October 1, 2021; Seven Hundred Sixteen Thousand Dollars (\$716,000) on March 15, 2022; and One Million One Hundred Sixty-Three Thousand One Hundred One Dollars (\$1,163,101) on April 15, 2022. The deposit due within fifteen (15) days of October 1, 2021 will be net of any

remaining deposit balance from Fiscal Year 2020-21 consistent with Section 3.a.(3).

(2) By September 1, 2022, MTMA shall notify CITY of any funding remaining from CITY's advance deposit payments for Service for the period July 1, 2021 to June 30 2022. This will be credited toward CITY's Fiscal Year 2022-23 funding obligation as detailed in Section 3.c.(1) below."

Section 4, MTMA Roles and Responsibilities, shall be amended to revise Subsection a. as follows:

"a. Procure and administer the consultant/vendor services to operate the Service. This includes procurement of leased vehicles to meet the shuttle service infrastructure needs set forth in Exhibit A."

Section 5, CITY Roles and Responsibilities, shall be amended to add the following Subsection e.:

"e. If this Agreement is terminated prior to or expires as of June 30, 2024, CITY shall assume from MTMA, and MTMA shall assign to CITY, all vehicle leases."

Exhibit A, dated March 4, 2022, attached hereto, hereby replaces in its entirety the prior Exhibit A.

Exhibit C, dated March 3, 2022, attached hereto, hereby replaces in its entirety the prior Exhibit C.

**Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Amendment shall be sufficient to bind the Parties.

///

///

///

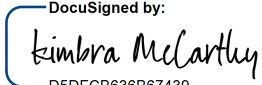
///

///

IN WITNESS WHEREOF, this Amendment No. 3, dated March 31, 2022 for identification, to the Agreement between the City of Mountain View and Mountain View Transportation Management Association, for Mountain View Community Shuttle operations, is executed by CITY and MTMA.

"CITY":

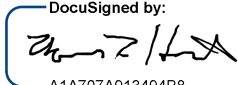
CITY OF MOUNTAIN VIEW,  
a California charter city and municipal  
corporation

By:   
D5DFCB636B67439...  
City Manager

Attest:   
CE1186ADC717472...  
Asst. City Clerk

"MTMA":

MOUNTAIN VIEW TRANSPORTATION  
MANAGEMENT ASSOCIATION,  
a California nonprofit public benefit  
organization

By:   
A1A707A913494B8...  
Name: Tom Harrington

Title: Chair

46-4024204

APPROVED AS TO CONTENT:

  
0E8691A0DA4D442...  
Public Works Director

Taxpayer I.D. Number

FINANCIAL APPROVAL:

Asst.   
599DDE2D73FC446...  
Finance and Administrative  
Services Director

APPROVED AS TO FORM:

Sr. Asst.   
208D3974FBF34A6...  
City Attorney

**Exhibit A****MOUNTAIN VIEW COMMUNITY SHUTTLE  
SERVICE PARAMETERS**

**Days of Service:** Shuttles run seven days per week.

**Routes:** Shuttles operate in a bidirectional loop—Gray Route (clockwise direction) and Red Route (counterclockwise direction). The route provides connections between many residential neighborhoods, senior residences and services, City offices, Library, park and recreational facilities, medical offices, shopping centers, and entertainment venues throughout Mountain View. The route map is provided on next page.

**Schedule:** Effective through January 2, 2022, service hours are from 10:00 a.m. to 6:00 p.m. every day. Effective January 3, 2022, service hours are from 7:00 a.m. to 7:00 p.m. weekdays and 10:00 a.m. to 6:00 p.m. weekends. The expanded service hours from 7:00 a.m. to 10:00 a.m. and from 6:00 p.m. to 7:00 p.m. shall be referred to as the “Expanded Service Hours.”

Service to Shoreline Boulevard/Pear Avenue and Shoreline Boulevard/Middlefield Road No. 2 stops provided on weekends only. Headways are every 30 minutes Monday through Friday and every 60 minutes on weekends and holidays. Holidays are New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

**Infrastructure:** Five 16-seat, all-electric shuttle vehicles are used for daily service. All shuttles are equipped with a wheelchair lift, space for two wheelchairs, and two exterior bicycle racks. Effective January 3, 2022, up to four gas-powered shuttles may be used to ensure reliable service should the electric vehicles be unavailable due to charging, breakdown, or maintenance needs. The existing shuttles will be replaced with four, similarly equipped, new electric shuttles and two gas shuttles when their leases expire on December 31, 2022.

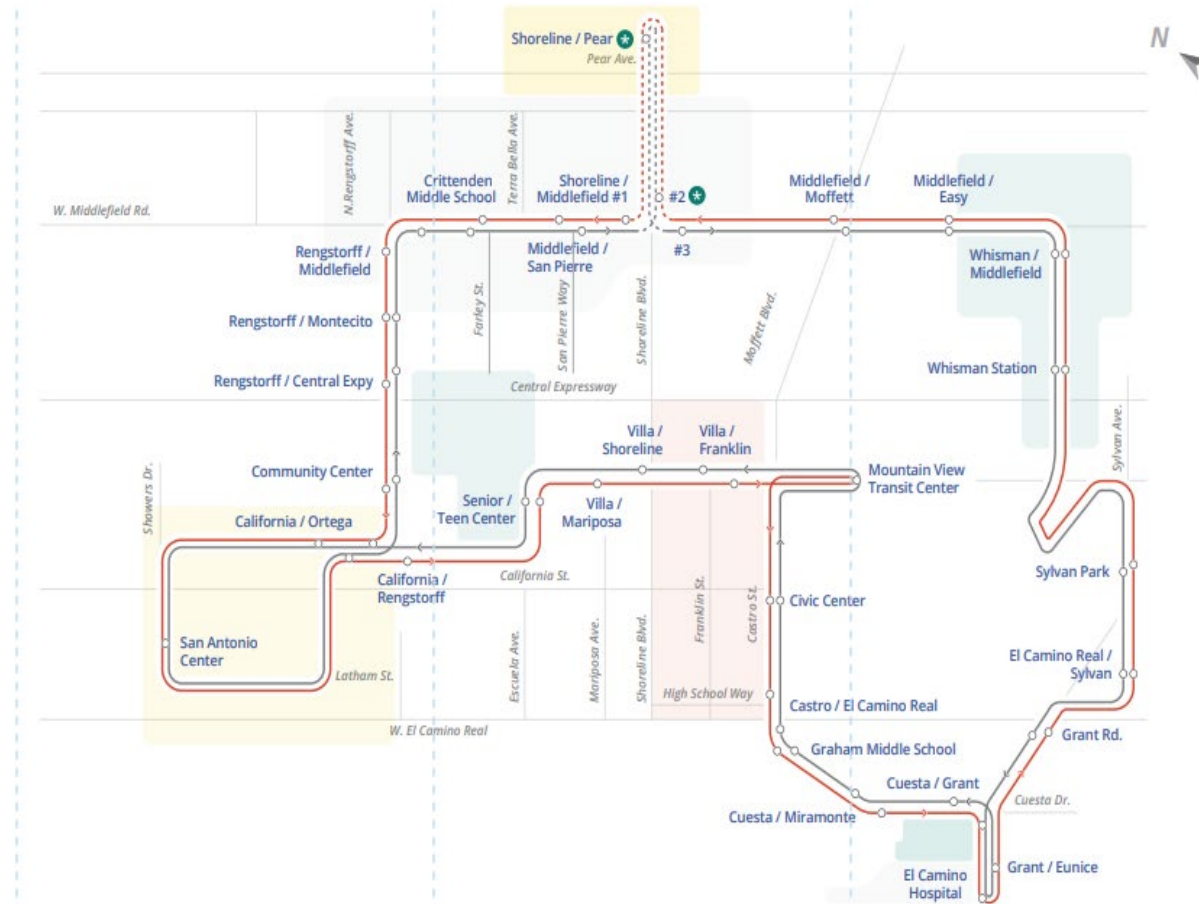
**WiFi:** All shuttles provide free WiFi onboard.

**Online App:** App for website and mobile devices provided to show real-time shuttle tracking and estimated time of arrival (ETA) information.

## Route Map and Stops:

### Route Map

- Shuttle stops / Parada de Transporte  
Остановка автобуса / 车站
- > Route direction / Dirección ruta  
Направление движения / 路线方向
- Gray Route
- Red Route
- ⋯⋯⋯ + Weekends and holidays only  
Solamente fines de semana / días de fiesta  
Только в выходные и праздничные дни  
只有周末和节假日



**Exhibit C**

## EXHIBIT C

Date: March 3, 2022

|                                                                                               | FY 2021-2022                      |                                      |                           |                       |
|-----------------------------------------------------------------------------------------------|-----------------------------------|--------------------------------------|---------------------------|-----------------------|
| <b>MV Community Shuttle Budget</b>                                                            | <b>Adopted Budget<sup>1</sup></b> | <b>Service Expansion<sup>2</sup></b> | <b>Additional Funding</b> | <b>Revised Budget</b> |
| <b>Direct Costs</b>                                                                           |                                   |                                      |                           |                       |
| Shuttle Operations & Vehicle/Vehicle Maintenance (Drivers and Vehicle Maintenance) (WeDriveU) | \$ 1,985,000                      | \$ 220,000                           | \$ 395,468                | \$ 2,600,468          |
| Technical Services (TripShot)                                                                 | \$ 24,000                         | -                                    |                           | \$ 24,000             |
| Equipment & Data (Tablets w/ data plan & mobile device manager)                               | \$ 5,000                          |                                      |                           | \$ 5,000              |
| <i>Subtotal</i>                                                                               | \$ 2,014,000                      | \$ 220,000                           | \$ 395,468                | \$ 2,629,468          |
|                                                                                               |                                   |                                      |                           |                       |
| <b>Indirect Costs</b>                                                                         |                                   |                                      |                           |                       |
| Shuttle Management, Planning & Customer Service (Altrans)                                     | \$ 218,000                        |                                      |                           | \$ 218,000            |
| Program Management & Oversight (GBS)                                                          | \$ 90,000                         |                                      |                           | \$ 90,000             |
| Other (legal, insurance, graphics, website maintenance, printing, etc.)                       | \$ 20,000                         |                                      |                           | \$ 20,000             |
| <i>Subtotal</i>                                                                               | \$ 328,000                        |                                      |                           | \$ 328,000            |
|                                                                                               |                                   |                                      |                           |                       |
| <b>Other Services</b>                                                                         |                                   |                                      |                           |                       |
| Service Transition/Implementation (GBS)                                                       |                                   |                                      |                           |                       |
| Future Service Planning (GBS)                                                                 | \$ 25,000                         |                                      |                           | \$ 25,000             |
| <i>Subtotal</i>                                                                               | \$ 25,000                         |                                      |                           | \$ 25,000             |
|                                                                                               |                                   |                                      |                           |                       |
| Contingency <sup>3</sup>                                                                      | \$ 57,000                         |                                      | \$ 51,633                 | \$ 108,633            |
|                                                                                               |                                   |                                      |                           |                       |
| <b>Total</b>                                                                                  | <b>\$ 2,424,000</b>               | <b>\$ 220,000</b>                    | <b>\$ 447,101</b>         | <b>\$ 3,091,101</b>   |
|                                                                                               |                                   |                                      |                           |                       |
| <b>Grand Total</b>                                                                            | <b>\$ 2,644,000</b>               |                                      |                           | <b>\$ 3,091,101</b>   |

<sup>1</sup> Reflects \$40k reallocated from Shuttle Operations & Vehicle/Vehicle Maintenance to Contingency.<sup>2</sup> Includes 16 additional revenue hours for service expansion from 7AM - 10AM and 6PM-7PM on weekdays, to begin January 3, 2022. Includes temporary lease of 1 gas vehicle. Reflects \$2k reallocated from Technical Services to Shuttle Operations & Vehicle/Vehicle Maintenance.<sup>3</sup> Includes allowance of \$45k for 3 battery replacements in FY 21-22.



**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW  
AND MOUNTAIN VIEW TRANSPORTATION MANAGEMENT ASSOCIATION FOR  
MOUNTAIN VIEW COMMUNITY SHUTTLE OPERATIONS**

This AMENDMENT NO. 4 to the Agreement is dated for identification this 16th day of September 2022, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and MOUNTAIN VIEW TRANSPORTATION MANAGEMENT ASSOCIATION, a California nonprofit public benefit organization, whose address is 1211 Newell Avenue, Suite 200, Walnut Creek, California, 94596 (hereinafter "MTMA"), (CITY and MTMA hereinafter collectively "Parties" or individually "Party").

**RECITALS**

A. WHEREAS, CITY and MTMA entered into an Agreement dated October 1, 2020 for identification, for Mountain View Community Shuttle operations; and

B. WHEREAS, CITY and MTMA entered into Amendment No. 1 dated August 1, 2021 for identification, amending compensation for Fiscal Year 2021-22; and

C. WHEREAS, CITY and MTMA entered into Amendment No. 2 dated December 17, 2021 for identification, amending Exhibit A, Mountain View Community Shuttle Service Parameters, Schedule and Infrastructure Sections; and amending the following sections: Compensation, MTMA's Roles and Responsibilities, Insurance, Hold Harmless, and Nondiscrimination; and

D. WHEREAS, CITY and MTMA entered into Amendment No. 3 dated March 31, 2022 for identification, amending Exhibit A—Mountain View Community Shuttle Service Parameters, Infrastructure Section; extending the term; amending compensation; and amending roles and responsibilities; and

E. WHEREAS, on August 25, 2020, when City Council authorized execution of the original agreement, Council also authorized the City Manager to amend the Agreement for Fiscal Year 2021-22 and Fiscal Year 2022-23 in the amount of funding as approved in the respective fiscal year budget; and

F. WHEREAS, the City Council of CITY, on June 28, 2022, approved the Fiscal Year 2022-23 budget, which included compensation for Mountain View Community Shuttle operations for Fiscal Year 2022-23; and

G. WHEREAS, CITY and MTMA desire to amend said Agreement dated October 1, 2020 for identification, and all amendments thereto, to amend compensation for Fiscal Year 2022-23 and add Exhibit D.

## AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual promises of the Parties contained herein, CITY and MTMA agree to the below-referenced amendments to said Agreement dated October 1, 2020 for identification, and all amendments thereto, as follows:

Section 3, Compensation, Subsection c, CITY Fiscal Year 2022-23, shall be amended to read as follows:

“c. CITY Fiscal Year 2022-23.

(1) By February 1, 2022, MTMA shall submit the budget estimate for the period of July 1, 2022 to June 30, 2023 in a format consistent with Exhibit B for CITY review and approval as part of its annual budget process.

Fiscal Year 2022-23 budget shall not exceed Three Million Four Hundred Ninety-Eight Thousand One Hundred Dollars (\$3,498,100), as set forth in Exhibit D, attached hereto and incorporated herein. Maximum compensation to MTMA for Fiscal Year 2022-23 shall not exceed Three Million Ninety-Six Thousand Seven Hundred Eighteen Dollars (\$3,096,718), which is Fiscal Year 2022-23 budget amount net of the remaining advance deposit balance from Fiscal Year 2021-22 of Four Hundred One Thousand Three Hundred Eighty-Two Dollars (\$401,382), consistent with Section 3.b.(2).

CITY shall remit to MTMA advance deposit payments based on the approved budget for this time period, net the remaining advance deposit balance from Fiscal Year 2021-22, within fifteen (15) days of the following schedule: Eight Hundred Seventy-Four Thousand Five Hundred Twenty-Five Dollars (\$874,525) on September 30, 2022; Four Hundred Seventy-Three Thousand One Hundred Forty-Three Dollars (\$473,143) on October 30, 2022; and Eight Hundred Seventy-Four Thousand Five Hundred Twenty-Five Dollars (\$874,525) each on January 1, 2023 and April 1, 2023.

(2) MTMA shall return to CITY any funding remaining from CITY's advance deposit payments for the Service through June 30, 2023 by September 1, 2023.”

Exhibit D, dated September 2, 2022, attached hereto, is hereby added to the Agreement.

All other terms and conditions in that certain Agreement dated October 1, 2020, above referenced, shall remain in full force and effect.

**Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Amendment shall be sufficient to bind the Parties.

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///


///


///

IN WITNESS WHEREOF, this Amendment No. 4, dated September 16, 2022 for identification, to the Agreement between the City of Mountain View and Mountain View Transportation Management Association, for Mountain View Community Shuttle operations, is executed by CITY and MTMA.

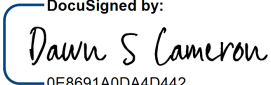
"CITY":

CITY OF MOUNTAIN VIEW,  
a California charter city and municipal  
corporation

By:   
D5DFCB636B67439...  
City Manager

Attest:   
CE1186ADC717472...  
Asst. City Clerk

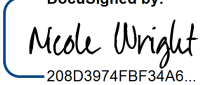
APPROVED AS TO CONTENT:

  
0E8691A0DA4D442...  
Public Works Director

FINANCIAL APPROVAL:

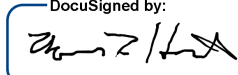
Asst.   
599DDE2D73FC446...  
Finance and Administrative  
Services Director

APPROVED AS TO FORM:

  
208D3974FBF34A6...  
Sr. Asst. City Attorney

"MTMA":

MOUNTAIN VIEW TRANSPORTATION  
MANAGEMENT ASSOCIATION,  
a California nonprofit public benefit  
organization

By:   
A1A707A913494B8...  
Name: Tom Harrington

Title: Chair

46-4024204

Taxpayer I.D. Number

**Exhibit D**  
**September 2, 2022**

**MV Community Shuttle Budget (FY 2022-2023)**

| <b>Direct Costs</b>                                                     | <b>FY 2022-2023</b> |
|-------------------------------------------------------------------------|---------------------|
| Shuttle Operations (We Drive U)                                         | \$ 2,625,000        |
| Non-Routine Vehicle Maintenance (We Drive U/ABC)                        | \$ 240,000          |
| Fuel (We Drive U)                                                       | \$ 150,000          |
| Technical Services (TripShot)                                           | \$ 26,000           |
| Equipment & Data (Tablets w/ data plan & mobile device manager)         | \$ 8,000            |
| <i>Subtotal</i>                                                         | \$ 3,049,000        |
|                                                                         |                     |
| <b>Indirect Costs</b>                                                   | <b>FY 2022-2023</b> |
| Shuttle Management, Planning & Customer Service (Altrans)               | \$ 229,000          |
| Program Management & Oversight (GBS)                                    | \$ 160,000          |
| Other (legal, insurance, graphics, website maintenance, printing, etc.) | \$ 30,000           |
| <i>Subtotal</i>                                                         | \$ 419,000          |
| <b>Subtotal</b>                                                         | <b>\$ 3,468,000</b> |
|                                                                         |                     |
| <i>Contingency</i>                                                      | \$ 30,100           |
|                                                                         |                     |
| <b>Total FY 2022-2023 Budget</b>                                        | <b>\$ 3,498,100</b> |

Credit (remaining advance deposit balance from Fiscal Year 2021-22) (\$ 401,382)

Net Total     \$     3,096,718

**MTMA RFP: Shuttle Operations**  
**ATTACHMENT C**  
**COST FORMS**

**Table 1: Labor & Administration Costs**

| Range of Annual Service Hours <sup>1</sup> | Fixed Cost Per Service Hour |                |                |                |                |
|--------------------------------------------|-----------------------------|----------------|----------------|----------------|----------------|
|                                            | Year 1                      | Year 2         | Year 3         | Year 4         | Year 5         |
|                                            | (Jul-Dec 2023)              | (Jan-Dec 2024) | (Jan-Dec 2025) | (Jan-Dec 2026) | (Jan-Dec 2027) |
| Up to 15,000                               |                             |                |                |                |                |
| 15,001 - 20,000                            |                             |                |                |                |                |
| 20,001 - 25,000                            |                             |                |                |                |                |
| 25,001 - 30,000                            |                             |                |                |                |                |
| 30,001 - 35,000                            |                             |                |                |                |                |
| 35,001 - 40,000                            |                             |                |                |                |                |
| 40,001 - 45,000                            |                             |                |                |                |                |

**Notes:**

1. Service hours shall be defined as the time the vehicle is in service (from the time vehicle departs from the first stop to the time the vehicle arrives at the last stop). The current annual service hours are 27,500. (MVgo = 14,070, MVCS = 13,430, rounded)
2. Labor & Administration Costs shall include all operator, dispatcher and project manager labor costs (wages, benefits, etc.) and operations office (excluding fleet parking), as well as all overhead expenses. Fleet parking expenses shall be defined in Tables 2a and 2b below.
2. Cost per service hour shall be negotiated if service hours exceed maximum shown above.

**Table 2a: Fleet Parking - MVGo Vehicles Only**

| Provide address of proposed fleet parking location: |                      |                |                |                |                |
|-----------------------------------------------------|----------------------|----------------|----------------|----------------|----------------|
|                                                     | Fixed Cost Per Month |                |                |                |                |
|                                                     | Year 1               | Year 2         | Year 3         | Year 4         | Year 5         |
|                                                     | (Jul-Dec 2023)       | (Jan-Dec 2024) | (Jan-Dec 2025) | (Jan-Dec 2026) | (Jan-Dec 2027) |
| Cost for Parking (all MVgo Vehicles)                |                      |                |                |                |                |
| # of EV Charging Stations Available                 |                      |                |                |                |                |
| Cost for EV Charging                                |                      |                |                |                |                |

**Notes:**

1. Fleet parking costs shall include only costs for parking of MVgo vehicles. Operations office expenses shall be included as overhead in Table 1 above.
2. Cost for EV Charging shall be provided for the EV vehicles proposed by Contractor.

**Table 2b: Fleet Parking - MVCS Vehicles**

| Provide address of proposed fleet parking location: |                      |                |                |                |                |
|-----------------------------------------------------|----------------------|----------------|----------------|----------------|----------------|
|                                                     | Fixed Cost Per Month |                |                |                |                |
|                                                     | Year 1               | Year 2         | Year 3         | Year 4         | Year 5         |
|                                                     | (Jul-Dec 2023)       | (Jan-Dec 2024) | (Jan-Dec 2025) | (Jan-Dec 2026) | (Jan-Dec 2027) |
| # of parking spaces available (up to 10)            |                      |                |                |                |                |
| Cost for Parking                                    |                      |                |                |                |                |
| # of EV Chargers Available                          |                      |                |                |                |                |
| Cost for EV Charging                                |                      |                |                |                |                |

**Notes:**

1. As noted in the Scope of Services, a fleet parking facility for MVCS vehicles is being developed by the City of Mountain View and is expected to be complete in the fall/winter of 2023. In the event short term parking for MVCS vehicles is needed, MTMA would be interested in Contractor provided parking, should it be available. Contractor should provide details of the parking and/or charging infrastructure available within 15 miles of Mountain View. Contractor should note if only non-EV parking is available. Parking would be needed for only 4 EV's and 5 gas vehicles.
2. Fleet parking costs shall include only costs for parking of MVCS vehicles. Operations office expenses shall be included as overhead in Table 1 above.
3. For information on the MVCS Vicinity EV Buses, please reference: <https://vicinitymotorcorp.com/models/vicinity-lightning-ev.html>

MTMA RFP: Shuttle Operations  
ATTACHMENT C  
COST FORMS

Table 3: MVgo Vehicles

|                                                                            |  |
|----------------------------------------------------------------------------|--|
| Proposed # of MVgo vehicles to support the MVgo service plan. <sup>1</sup> |  |
|----------------------------------------------------------------------------|--|

|                                                           | Year 1 (2023)<br>>28 Passenger Vehicle | Year 2 (2024)<br>>28 Passenger Vehicle | Year 3 (2025)<br>>28 Passenger Vehicle | Year 4 (2026)<br>>28 Passenger Vehicle | Year 5 (2027)<br>>28 Passenger Vehicle |
|-----------------------------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|
| Monthly Fixed Cost per Vehicle Option 1 (Gasoline/Diesel) |                                        |                                        |                                        |                                        |                                        |
| Monthly Fixed Cost per Vehicle Option 2 (Gasoline/Diesel) |                                        |                                        |                                        |                                        |                                        |
| Monthly Fixed Cost per Vehicle Option 3(Electric)         |                                        |                                        |                                        |                                        |                                        |
| Monthly Fixed Cost per Vehicle Option 4 (Electric)        |                                        |                                        |                                        |                                        |                                        |

- Notes:
- The current service plan is defined in Section C of Attachment A, Scope of Services. Vehicles are to be provided for MVgo services only.
  - Proposer may propose up to two vehicle options for each vehicle type (Gas/Diesel OR Electric).
  - Monthly vehicle costs should include acquisition, depreciation and registration expenses, only.
  - Year 1 shall be from July 1, 2023 to December 31, 2023. All other years shall be from January 1 through December 31.

Table 4a: MVgo Vehicle Maintenance

</

- Notes:
- Service hours shall be defined as the time the vehicle is in service (from the time vehicle departs from the first stop to the time the vehicle arrives at the last stop). The current annual service hours for MVgo are 14,070.
  - Maintenance cost per service hour shall be negotiated if service hours exceed maximum shown above.

Table 4b: MVCS Vehicle Maintenance

</

- Notes:
- All maintenance of MVCS vehicles shall be performed by ABC Companies. Pricing above has been provided by ABC Companies.
  - Repairs and maintenance not specified above as part of the fixed monthly rate shall be passed through at cost to MTMA.
  - Contractor shall provide the % mark-up on subcontracted services with ABC Companies, if any.

**MTMA RFP: Shuttle Operations**  
**ATTACHMENT C**  
**Cost Forms**

**Table 5a. Fuel Detail for MVGo Service**

|                            | Per Day | Per Month | Per Year |
|----------------------------|---------|-----------|----------|
| Service Miles <sup>2</sup> | 583     | 12,235    | 146,820  |
| Deadhead Miles             |         |           |          |
| Total Miles                |         |           |          |

|                  | Model | Year | Fuel Type | Passenger Capacity |
|------------------|-------|------|-----------|--------------------|
| Vehicle Option 1 |       |      |           |                    |
| Vehicle Option 2 |       |      |           |                    |
| Vehicle Option 3 |       |      |           |                    |
| Vehicle Option 4 |       |      |           |                    |

|                       | Option 1 | Option 2 | Option 3 | Option 4 |
|-----------------------|----------|----------|----------|----------|
| Estimated Vehicle MPG |          |          |          |          |

**Table 5b. Fuel Detail for MVCS Service**

|                                               | Per Day | Per Month | Per Year |
|-----------------------------------------------|---------|-----------|----------|
| Service Miles <sup>2</sup> - weekday          | 552     | 11,592    | 139,104  |
| Service Miles <sup>2</sup> - weekend/holidays | 216     | 1,890     | 22,680   |
| Deadhead Miles - weekday                      |         |           |          |
| Deadhead Miles - weekend                      |         |           |          |
| Total Miles                                   |         |           |          |

**Notes:**

1. Fuel for both MVgo and MVCS shall be passed through to the TMA at cost.
2. Service miles provided are based on the current level of service for MVgo and MVCS.
3. For MVgo, no more than 4 options of vehicles shall be proposed.



**ATTACHMENT D**  
**SAMPLE TABLE FORMAT**  
**QUALIFICATION OF FIRM RELATIVE TO MTMA'S NEEDS**

| Project Name                                                                                                                                             | Client | Description of work performed | Total Project Cost | Period of Services Performed | Client contact information* |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------------------------|--------------------|------------------------------|-----------------------------|
|                                                                                                                                                          |        |                               |                    |                              |                             |
| <p>Did your firm meet the clients performance expectations (Circle one): Yes No</p> <p>Give a brief statement of the firm's performance on project :</p> |        |                               |                    |                              |                             |
|                                                                                                                                                          |        |                               |                    |                              |                             |
| <p>Did your firm meet the clients performance expectations (Circle one): Yes No</p> <p>Give a brief statement of the firm's performance on project :</p> |        |                               |                    |                              |                             |
|                                                                                                                                                          |        |                               |                    |                              |                             |
| <p>Did your firm meet the clients performance expectations (Circle one): Yes No</p> <p>Give a brief statement of the firm's performance on project :</p> |        |                               |                    |                              |                             |

\*Include name, title and phone number.

**ATTACHMENT E**  
**WORFORCE RETENTION DECLARATION FORM**

In the performance of this Agreement, the Proposer and its subcontractors declare that they

\_\_\_ will                                \_\_\_ will not                                (please check one)

retain the employees (as defined by California Labor Code Section 1071(d)) of the prior contractor or subcontractors, except for reasonable and substantiated cause, for a period of at least 90 days.

The Contractor and subcontractors that declare they will retain such employees will be responsible for the duties and obligations provided in California Labor Code Section 1072, including making a written offer of employment to each employee to be retained, and if fewer employees are necessary under the new contract, retaining qualified employees by seniority within the job classification.

| <b>PROPOSER'S INFORMATION</b> |  |
|-------------------------------|--|
| <b>Name of the Firm</b>       |  |
| <b>Contact Name</b>           |  |
| <b>Title</b>                  |  |
| <b>Phone</b>                  |  |
| <b>Email</b>                  |  |
| <b>Signature</b>              |  |
| <b>Date</b>                   |  |

**ATTACHMENT F**  
**CURRENT CONTRACTOR WAGES & BENEFITS**

**MVGo Shuttle Program**

Contractor: MV Transportation, Inc.

Union Status: Non-Union

Operations Supervisor Wage: \$29.02

Driver Wages: \$27.05/hour

Maintenance Worker Wages: \$34.65

Number of Drivers: 8 (Regular Full-Time)

Driver Seniority Levels:

- 0-1 year: 4
- 1-2 years: 3
- 2-3 years: 1

Benefits: Medical, dental and vision plans are available with employee contributions.

**Mountain View Community Shuttle Program**

Contractor: We Drive U

Union Status: Non-Union

Operations Supervisor Wage: \$75,055 annually

Number of Drivers: 10 (non-exempt shuttle driver class)

Driver Wages: \$28-\$29/hour (9 drivers at \$28, 1 driver at \$29)

Driver Seniority Levels:

- 0-1 year: 3
- 1-2 years: 1
- 2-3 years: 4
- 4-5 years: 0
- 5+ years: 2

Benefits: Medical, dental & 401K plans are available.