

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TRANSMETRO, INC.

This Agreement is entered into this 12th day of July, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Transmetro, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing comprehensive commuter bus services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed two million one hundred and one thousand seven hundred eighty seven dollars (\$2,101,787). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 12, 2016, through August 31, 2017.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Director of the Office of Sustainability or his/her designee at any time without a requirement of good cause upon ninety (90) days' advance written notice to the other party. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment

determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this

Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

Notwithstanding the foregoing, the County hereby acknowledges that, as of the date of this Agreement, it consents to the Contractor's utilization of the following subsidiary operating company(ies) to provide services as subcontractors pursuant to this Agreement and Contractor hereby confirms that such subsidiary operating company(ies) satisfy all of the contractor requirements set forth in this Agreement including, but not limited to, the insurance and compliance with laws requirements:

- MYGORIDE, Inc.

10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- | | |
|--|-------------|
| <input checked="" type="checkbox"/> Comprehensive General Liability... | \$2,000,000 |
| \$1,000,000 each occurrence and \$2,000,000 general aggregate | |
| <input checked="" type="checkbox"/> Motor Vehicle Liability Insurance... | \$5,000,000 |
| <input type="checkbox"/> Professional Liability..... | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to

County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Americans with Disabilities Act, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of

any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges

with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jim Eggemeyer, Director, Office of Sustainability
Address: 455 County Center, 4th Floor, Redwood City, CA 94063
Telephone: 650-363-4189
Email: jeggemeyer@smcgov.org

In the case of Contractor, to:

Name/Title: Fred Khan, General Manager
Address: 3931 Alemany Blvd, Suite 2003-221, San Francisco, CA 94132
Telephone: 415-513-5777
Email: fred@transmetro.org

19. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Transmetro, Inc.



Contractor's Signature

for TRANSMETRO, INC.

Date: 07/06/16

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Contractor shall provide all personnel, materials, vehicles, equipment, supervision, and other items necessary to (1) manage, operate, maintain vehicles, and other related services that are required for Comprehensive Employee Commuter Bus Service; (2) ensure compliance with all applicable laws, rules, regulations, standards for busing operations; (3) carry and maintain throughout the entire term of this Agreement all applicable licenses, certificates, and registrations in current and good standing as may be required to perform the work set forth in this Agreement; and (4) establish and maintain superior levels of customer service.

Contractor shall maintain close (weekly or more) communication and coordination with the Director of the Office of Sustainability or his/her designee concerning the performance of the Employee Commuter Bus and establish operating procedures under which the Employee Commuter Bus shall be performed. It is understood and agreed by the parties that the Contractor shall designate an individual to serve as the primary contact with the County and to oversee all services under this Agreement, and that this individual shall be subject to reasonable approval of the Director of the County Office of Sustainability. Upon written notice by the Contractor and approval by the County (such approval not to be unreasonably withheld) the Contractor may substitute another individual to perform this function, provided that the substituted individual possesses similar qualifications and experiences as the individual originally discharging these duties. Contractor's personnel shall perform their duties in a manner satisfactory to the Director, but shall be exclusively under the direction and control of the Contractor.

Standards of Service

Contractor shall offer Comprehensive Employee Commuter Bus Services for present and future employees, efficiently, reliably, and in accord with the highest standards of safety and customer service, which will provide employees with a first-class commuter bus service as scheduled below, Monday through Friday.

A. Mystery Rider Program

Contractor shall implement a Mystery Rider Program where Contractor assigns one or more of its employees to ride each commuter bus at least once a month without notifying the bus driver in order to identify if there are any violations of County and company policies. Contractor shall report to the Director of the Office of Sustainability or his/her designee on a monthly basis the results of this program.

B. Rider Surveys

Contractor shall make available electronically and in hard copy for distribution on each bus a paper survey to all riders for a one week period each quarter a rider survey on routes to better understand rider concerns and to solicit feedback to improve service quality. Surveys can be turned in via collection boxes on each bus or electronically through the online survey. Contractor will consult with County Staff on the content of the surveys. Contractor shall report to the Director of the Office of Sustainability or his/her designee on a quarterly basis the survey results.

C. Timeliness

Contractor shall report to the Director of the Office of Sustainability or his/her designee on a monthly basis all pick-ups and drop-offs that occurred more than 10 minutes behind schedule.

D. Performance Measures

Measure	Goal
Percentage of Mystery Rider evaluations found to be in compliance with County and company policies.	90%
Percentage of survey respondents rating quality of bus service good or better	90%
Percentage of monthly and quarterly reports delivered complete and on-time	100%

Service to County Buildings

During the time periods set forth below, Contractor shall operate the employee commuter bus service for each of the routes set forth below. In advance of commencing service, the Contractor will develop and provide to the County a user-friendly schedule of all stops on each route.

A. Northern Peninsula Routes (Service Dates: August 1, 2016 – July 31, 2017)

- Colma BART/SamTrans Parking (D St @ Juniper Serra Blvd) to/from San Mateo County Government Center (Redwood City) [2 buses]

Departure Time - Colma BART	Approximate Arrival Time – SMC Gov’t Center
600am, 630am, 720am, 800am, 850am	TBD

Departure Time – SMC Gov’t Center	Approximate Arrival Time - Colma BART
310pm, 340pm, 430pm, 510pm, 550pm, 640 pm	TBD

- Colma BART/SamTrans Parking (D St @ Juniper Serra Blvd) to/from 2000 Alameda de las Pulgas & San Mateo Medical Center [2 buses]

Departure Time - Colma BART	Approximate Arrival Time – 2000 Alameda de las Pulgas	Approximate Arrival Time – San Mateo Medical Center

615am, 640am, 735am, 800am, 900 am	TBD	TBD
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Departure Time - San Mateo Medical Center	Approximate Arrival Time – 2000 Alameda de las Pulgas	Approximate Arrival Time – Colma BART
300pm, 330pm, 420pm, 510pm, 545pm, 640 pm	TBD	TBD

B. East Bay Route (Service Dates: September 1, 2016 – August 31, 2017)

Hayward BART & Amtrak to/from San Mateo County Government Center (Redwood City) & San Mateo County Medical Center (San Mateo). [4 buses]

Departure Time - Hayward BART	Approximate Arrival Time – SMC Gov't Ctr (RWC)	Approximate Arrival Time – San Mateo Medical Center
600am, 620am, 640am, 700am	TBD	TBD
730am, 750am, 810am, 830am	TBD	TBD

Departure Time - San Mateo Medical Center	Approximate Arrival Time – SMC Gov't Ctr (RWC)	Approximate Arrival Time – Hayward BART
300pm, 320pm, 340pm, 400pm	TBD	TBD
430pm, 450pm, 510pm, 530pm	TBD	TBD

C. South Bay Route (approximate service date: September 1, 2016 – August 31, 2017)

Four buses Milpitas/Great Mall Park & Ride to Ardenwood Park & Ride to San Mateo County Government Center (Redwood City) then San Mateo County Medical Center (San Mateo). [4 buses]

Departure Time – Milpitas/Great Mall Park & Ride	Approximate Arrival Time - Ardenwood Park & Ride	Approximate Arrival Time – SMC Gov't Ctr (RWC)	Approximate Arrival Time – San Mateo Medical Center
600am, 630am, 700am, 730am	TBD	TBD	TBD

800am, 830am, 900am	TBD	TBD	TBD
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Departure Time – San Mateo Medical Center	Approximate Arrival Time – SMC Gov’t Ctr (RWC)	Approximate Arrival Time - Ardenwood Park & Ride	Approximate Arrival Time – Milpitas/Great Mall Park & Ride
315pm, 345pm, 410pm, 440pm	TBD	TBD	TBD
515pm, 545pm, 610pm, 640pm	TBD	TBD	TBD

Commuter Bus Specifications

Commuter buses shall:

- Comply with all applicable emission standards set by the California Air Resources Board
- Be powered by compressed natural gas, renewable diesel, biodiesel, or ethanol blend gasoline
- Be equipped with bike racks capable of holding at least two bikes
- Be integrated with a GPS tracking application that allows riders to see bus arrival/departures
- Have free WiFi
- Comply with all applicable provisions of the Americans with Disabilities Act
- Be cleaned and maintained: daily and weekly

Operations and Future Locations

A. Locations

County shall have the right in its sole discretion, to improve, add, reduce, modify, or replace Commuter Bus routes so long as net hours budgeted on Exhibit B are not reduced. This shall not limit County's authority to perform additional bus services itself or to contract with a party other than Contractor for additional services. However, in such event, County shall reasonably coordinate its activities with Contractor's operations and keep Contractor informed as to the progress of such work.

B. Management

If the County constructs additional structures, parking lots, and/or creates additional Commuter bus routes prior to termination of the Agreement, County shall have the right, in its sole discretion, to require Contractor to modify its provision of the Comprehensive Employee Commuter Bus Service to incorporate services to such structures and parking lots and/or to service such additional bus routes. If Contractor does not have the capacity to conform to the new or modified bus routes as described above, the County may, in its discretion, select a different Contractor to operate and manage the modified or additional bus routes.

Commencement of Service

The Contractor shall, after delivery of the written notice to proceed from the County, take such actions as are necessary to assure commencement of its operations by the service dates for the routes set forth

above. These preparatory actions by the Contractor shall include, but are not limited to, hiring and training its personnel and acquiring the necessary Commuter buses and other equipment. Contractor must provide an emergency contingency plan to the Director of the Office of Sustainability within thirty (30) days after execution of this Agreement. The emergency contingency plan shall include elements typically set forth in such plans by operators experienced in the industry and shall be subject to the reasonable approval of the Director of the Office of Sustainability.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Northern Peninsula Routes (Service Dates: August 1, 2016 – July 31, 2017)

3 buses X 9.5 hours/day X \$82.25/hour X 252 working days

1 bus X 8.8 hours/day X \$82.25/hour X 252 working days

Net cost: \$773,117

East Bay Route (Service Dates: September 1, 2016 – August 31, 2017)

4 buses X 8.25 hours/day X \$75/hour X 252 working days

Net cost: \$623,700

South Bay Route (Service Dates: September 1, 2016 – August 31, 2017)

3 buses X 9.5 hours/day X \$75/hour X 252 working days

1 bus X 8.8 hours/day X \$75/hour X 252 working days

Net cost: \$704,970

The County may delete or modify routes should ridership or funding increase or decrease. In no event shall County's total fiscal obligation under this Agreement exceed two million one hundred and one thousand seven hundred eighty seven dollars (\$2,101,787).

The Contractor shall submit monthly invoices within 10 working days of the end of each month and the County shall pay invoices within 20 working days following receipt of the invoice.