

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CHARIOT TRANSIT INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 5th day of June, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Chariot Transit Inc., hereinafter called "Contractor";

**W I T N E S S E T H:**

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

WHEREAS, the parties entered into an Agreement for employee commuter bus services on October 30, 2017, for an amount not to exceed \$1,200,000, and a monthly cost of \$97,140; and

WHEREAS, on December 1, 2017, the parties amended the Agreement to add service routes and pickups to the employee commuter bus program, increasing the monthly cost to \$127,336 but not increasing the total not to exceed amount;

WHEREAS, on March 16, 2018, the parties amended the Agreement to change service routes and pickups to the employee commuter bus program, increasing the monthly cost to \$153,407 but not increasing the total not to exceed amount; and

WHEREAS, on May 15, 2018, the parties amended the Agreement to service an additional County pickup and drop-off location on an existing route and increasing the monthly cost to \$163,125; and

WHEREAS, the parties now wish to amend the Agreement to increase the not-to-exceed amount by \$650,000 for a new not-to-exceed amount of \$1,850,000 to fund the expanded services, such as the additional routes and pick up locations added in the three previous amendments, and planned increased capacity on high-demand routes.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3 of the agreement, "Payments" is amended to read as follows:

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, subject to the cure period and provisions contained in Section 5 of this agreement. In no event shall the County's total fiscal obligation under this Agreement exceed one million eight hundred fifty thousand dollars (\$1,850,000). 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. Contractor is not entitled to payment for work not performed as required by this agreement.

2. The subsection "Arrival and Departure Times" of Exhibit A, on page 11 of the Agreement is amended to read as follows:

General operating hours will be between 6:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 7:00 p.m., varying by route. Schedule will be set by County, with input from Contractor. The priority of the Employee Commuter Bus will be to serve the most common start times (7:00-8:30 a.m.) and end times (4:30-6:30 p.m.). Contractor will provide a total of 17 pick-ups in the morning and 17 drop-offs in the evening across the five routes.

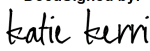
3. The Monthly Pricing table on Exhibit B of the Agreement is amended as follows:

| Route        | # Trips (AM/PM)      | # of Chariots      | Monthly Price*   |
|--------------|----------------------|--------------------|------------------|
| 1A           | 1 AM / 1 PM          | 1                  | \$10,868         |
| 1B           | 2 AM / 1 PM          | 1                  | \$12,568         |
| 1C           | 1 AM/ 2 PM           | 1                  | \$12,656         |
| 2A           | 1 AM / 1 PM          | 1                  | \$8,100          |
| 2B           | 1 AM / 1 PM          | 1                  | \$8,100          |
| 2C           | 1 AM / 1 PM          | 1                  | \$10,932         |
| 2D**         | 1 AM / 1 PM          | 1                  | \$10,932         |
| 3A           | 2 AM / 1 PM          | 1                  | \$10,991         |
| 3B           | 1 AM / 2 PM          | 1                  | \$11,002         |
| 4A           | 1 AM / 1 PM          | 1                  | \$10,905         |
| 4B           | 1 AM / 1 PM          | 1                  | \$10,905         |
| 4C           | 1 AM / 1 PM          | 1                  | \$10,905         |
| 4D           | 1 AM/ 1 PM           | 1                  | \$10,905         |
| 5A           | 1 AM / 1 PM          | 1                  | \$11,678         |
| 5B           | 1 AM / 1 PM          | 1                  | \$11,678         |
| <b>TOTAL</b> | <b>17 AM / 17 PM</b> | <b>15 Chariots</b> | <b>\$163,125</b> |

- 4.** All other terms and conditions of the Agreement dated October 30, 2017, between the County and Contractor shall remain in full force and effect.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

**For Contractor:**

|   |                                     |                                |
|---|-------------------------------------|--------------------------------|
| <div>DocuSigned by:<br/></div> <div>53BD0F455A0F4D1...</div> | <div>5/29/2018 3:20:35 PM PDT</div> | <div>Katie Kerri</div>         |
| Contractor Signature  | Date                                | Contractor Name (please print) |

**For County:**

|  |             |  |
|--|-------------|--|
| <div>Purchasing Agent Signature<br/>(Department Head or<br/><b><u>Authorized</u></b> Designee)<br/>County of San Mateo</div> | <div></div> | <div>Purchasing Agent Name (please print)<br/>(Department Head or <b><u>Authorized</u></b> Designee)<br/>County of San Mateo</div> |
|  |             | <div>Purchasing Agent or <b><u>Authorized</u></b> Designee<br/>Job Title (please print)<br/>County of San Mateo</div>              |