

**AMENDMENT NO. 5 TO AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND TRANSDEV SERVICES, INC.**

THIS AMENDMENT NO. 5 TO AGREEMENT is made and entered into this 12th day of June, 2015, between the City and County of San Francisco, a municipal corporation (City), acting through its San Francisco Municipal Transportation Agency (SFMTA), and Transdev Services, Inc. (Contractor).

RECITALS

A. On April 1, 2010, the City entered into an agreement with Contractor to provide paratransit broker services to administer the City's Paratransit Program (Agreement), for a term beginning April 1, 2010, and ending June 30, 2015, with an option to extend the Agreement for an additional five years.

B. On April 1, 2010, the parties executed Amendment No. 1 to Agreement, in which the Contractor agreed to participate in the SFMTA's deficit reduction program by reducing specified Administrative Expenses under the Agreement by three percent. The Amendment also included various federally required clauses that were inadvertently omitted from the Agreement.

C. On June 1, 2011, the parties executed Amendment No. 2, which amended the Agreement to provide for the City to lease to Contractor one accessible hybrid van ("hybrid van") for use in the Paratransit Program, to be used to test the hybrid technology in San Francisco's operating environment.

D. On May 31, 2012, the parties executed Amendment No. 3, which amended the Agreement to provide for the City to lease to Contractor 26 additional accessible vans for use in the SF Access Program, to remove from the contract a subcontractor that had gone out of business, and to revise the incentive/disincentive plan to make it more reasonably attainable, while remaining consistent with SFMTA's expectations and encouraging the delivery of excellent service.

E. On August 29, 2014, the parties executed Amendment No. 4, which amended the Agreement to provide for the City to lease 35 additional accessible vans for use in the SF Access Program, corrected an error in the amount of the management fee for the Contractor, and recognized the name change of the Contractor from Veolia Transportation Services, Inc. to Transdev Services, Inc. In addition, the Contractor agreed to assume the expanded transportation responsibilities previously performed by the Contractor's former subcontractor, MV Transportation, through the duration of this Agreement.

F. The parties now wish to extend the Agreement for one year in order for the SFMTA to complete a process for the competitive solicitation and award of a new paratransit brokerage contract without interruption to the paratransit program. All activities listed in the original contract and subsequent amendments are to be completed through the duration of this extension. There will be no change to the total amount of the Agreement.

IT IS MUTUALLY AGREED that all other terms and conditions of Agreement shall remain in full force and effect and that Agreement is amended to read as follows:

1. Section 2 of Agreement (Term of the Agreement) is amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2010 through June 30, 2016.

2. Section 15 of Agreement is replaced in its entirety to read as follows:

15. Insurance

15.1. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement (except as provided in Section 15.7), Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

15.1.1 Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

15.1.2 Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

15.1.3 Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

15.1.4 Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

15.1.5 Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

15.2. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

15.2.1 Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

15.2.3 That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

15.3 All policies shall be endorsed to provide 30 days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

15.4. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

15.5. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

15.6. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

15.7. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds. For purposes of determining what constitutes "necessary insurance," the parties agree that Contractor's obligation is to use reasonable due diligence to ascertain that the subcontractor(s) obtain and maintain at all times the commercial automobile liability insurance as required in Section 15.1.3; provided, however, that if the City determines in writing that it is permissible for said insurance to be issued to a taxi company

subcontractor by an insurer or retention group with ratings less than those required of Contractor in Section 15.6, and there is a failure of any such insurer or retention group to defend or pay a claim or claims as they arise in the normal course of claims handling and payment due to the insurer or retention group's financial condition, Contractor shall have no liability to the City and County under this Section 15.7 for failure to exercise Contractor's due diligence in regard to said subcontractor or its insurer or retention group.

3. Section 33 of Agreement (Earned Income Credit (EIC) Forms) is replaced in its entirety to read as follows:

33. Consideration of Criminal History in Hiring and Employment Decisions.

33.1. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

33.2. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

33.3. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, requiring all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

33.4. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the

date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

33.5. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 33.4 above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

33.6. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

33.7. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

33.8. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

4. Appendix B is replaced in its entirety with a new Appendix B attached to this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 on the day first mentioned above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p> Edward D. Reiskin Director of Transportation</p>	<p>CONTRACTOR</p> <p>Transdev Services, Inc.</p> <p> Mike Murray President & COO Transdev Services, Inc. 720 E. Butterfield Road, Suite 300 Lombard, IL 60148-5601</p> <p>City vendor number: 81173</p>
<p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  Robin M. Reitzes Deputy City Attorney</p>	

Appendix B: Calculation of Charges

	4/1-6/30/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16
DESCRIPTION							
ON SITE STAFF							
Labor	235,735	942,939	971,227	1,000,364	1,030,375	1,061,286	1,298,352
Fringe							
Payroll Taxes							
FICA	19,345	77,379	79,700	82,091	84,554	87,091	106,545
SUTA	1,762	7,049	7,049	7,049	7,049	7,049	7,301
FUTA	266	1,064	1,064	1,064	1,064	1,064	1,102
401K/Retirement	8,597	34,387	35,419	36,481	37,576	38,703	47,348
Health Insurance	36,000	143,999	148,580	153,288	158,148	163,144	272,556
Dental Insurance	1,969	7,874	8,107	8,346	8,594	8,848	14,782
Vision Insurance	297	1,188	1,221	1,262	1,297	1,338	2,235
Life Insurance	68	273	280	286	293	300	501
STD & LTD	761	3,045	3,127	3,217	3,304	3,399	5,679
EAP	103	410	422	434	447	460	476
Vacation & Other Paid Time Off	27,751	111,004	114,334	117,764	121,297	124,936	152,844
GM Car Allowance, Ins., Fuel & Maint.	2,735	10,940	11,268	11,606	11,954	12,313	12,682
Workers Comp. Insurance	2,464	9,855	10,151	10,455	10,769	11,092	13,570
Total Fringe	102,117	408,468	420,722	433,344	446,345	459,735	637,620
SUBTOTAL - ON SITE STAFF	\$337,852	\$1,351,407	\$1,391,949	\$1,433,708	\$1,476,720	\$1,521,021	\$1,935,972
G & A (INDIRECT)	\$35,537	\$149,747	\$160,078	\$161,655	\$163,030	\$167,260	\$151,088
CONTRACTED SERVICES							
DAJA (Computer Information Station FY15-16))	139,274	559,880	576,679	593,980	611,799	630,153	102,000
Center for Independent Living	3,750	15,000	15,450	15,910	16,390	16,880	-
Third Party Vehicle Inspection Services	4,500	18,000	18,540	19,100	19,670	20,260	10,000
In-Plant Vehicle Inspection Services	0	0	18,540	0	19,670	0	20,000
Miscellaneous Outside Services							
PCC Driver Gift Certificates	591	2,362	2,436	2,501	2,579	2,658	3,000

Passenger Transport Subscription	106	424	437	450	463	477	1,000
Aramark - bathroom air fresheners, mats	156	625	644	663	683	703	340
Helping Wheels account service fee	23	90	93	95	98	101	240
Commuter Check administrative costs	96	385	397	408	421	433	480
Locksmith services	133	531	547	563	580	598	100
Document shredding	250	1,000	1,030	1,061	1,093	1,126	348
Fire extinguisher maintenance	39	158	162	167	172	177	175
Electrician	77	308	317	327	337	347	1,000
Muzak service	458	1,830	1,885	1,941	2,000	2,060	2,357
Petty Cash small expenses	73	293	301	310	320	329	500
Support van fuel	127	508	523	539	555	571	2,400
Exterminator	276	1,104	1,137	1,171	1,206	1,243	1,500
Medical Supply	326	1,303	1,342	1,382	1,424	1,466	1,000
Total Miscellaneous Services	2,730	10,920	11,250	11,580	11,930	12,290	14,440
Costless Maintenance Services	10,338	41,350	42,590	43,870	45,190	46,550	55,000
Nelson/Nygaard Consulting	10,000	10,000	0	0	0	0	2,000
Corey, Canapary & Galanis Research & Counsel		22,000	22,660	23,340	24,040	24,761	25,000
Lan Do & Associates Translation Services	7,200	28,800	29,664	30,554	31,471	32,415	21,680
TOTAL CONTRACTED SERVICES	\$177,792	\$705,950	\$735,374	\$738,333	\$780,160	\$783,309	\$250,120
Veolia Budget Summary Page 2	4/1-6/30/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16
Utilities	3,655	14,620	15,060	15,510	15,980	16,460	14,400
Telephone & Internet	11,355	45,420	46,779	48,187	49,635	51,123	73,000
TOTAL UTILITIES	\$15,010	\$60,040	\$61,839	\$63,697	\$65,615	\$67,583	\$87,400
Off site storage	2,433	9,732	10,024	10,325	10,634	10,953	9,500
Facility rent - 12th Street	61,899	247,597	255,025	262,675	270,556	278,672	285,131
Common Area Maintenance & Utilities	3,333	13,332	13,732	14,144	14,568	15,005	16,000
Facility rent - 365 Main Street	4,759	19,034	19,605	20,194	20,799	21,423	16,800
HVAC Maintenance	405	1,620	1,669	1,719	1,770	1,823	10,550
TOTAL RENT	\$72,829	\$291,315	\$300,055	\$309,056	\$318,328	\$327,878	\$337,981
SF Access Ticket printing	1,875	7,500	7,725	7,952	8,192	8,434	5,893
Newsletter	3,000	12,000	12,360	12,731	13,113	13,506	
Other Misc. Printing	4,068	16,270	16,755	17,257	17,775	18,310	28,619

TOTAL Printing COST	\$8,943	\$35,770	\$36,840	\$37,940	\$39,080	\$40,250	\$34,512
Office Supplies	8,250	33,000	33,990	35,010	36,060	37,140	26,492
Postage/Shipping	6,000	24,000	24,720	25,460	26,220	27,010	38,000
Security Expense							
ADT	750	3,000	3,090	3,183	3,278	3,377	1,100
Bay Alarm	338	1,352	1,393	1,434	1,477	1,522	1,800
Brinks	150	600	618	637	656	675	3,140
Travel	1,750	7,000	7,210	7,426	7,649	7,879	14,675
Education & Training	1,000	4,000	4,120	4,240	4,370	4,500	51,000
Insurance - G & L Policy	1,750	7,000	7,350	7,720	8,100	8,510	13,989
Legal Expenses	3,750	15,000	15,446	15,906	16,379	16,875	4,000
Computer & Other Equipment Maint. & Service Agreements	9,193	36,770	41,718	20,765	21,768	21,058	22,308
CabConnect Hosting Expense	82,500	357,500	393,900	429,000	450,450	472,973	351,120
Trapeze Maintenance Fees	16,470	65,880	69,174	72,633	76,264	80,078	148,000
SF Tax-Fees	3,750	15,000	15,450	15,910	16,390	16,880	29,982
Performance Bond Expense	9,000	36,000	36,000	36,000	36,000	36,000	22,320
TOTAL OTHER COSTS	\$144,651	\$606,102	\$654,178	\$675,323	\$705,062	\$734,476	\$727,926
Projected Equipment Purchases	0	2,500	96,633	79,880	0	7,650	4,200
TOTAL EQUIPMENT COSTS	\$0	\$2,500	\$96,633	\$79,880	\$0	\$7,650	\$4,200
Broker Admin Management Fee	\$35,537	\$149,747	\$160,078	\$161,655	\$163,030	\$167,260	\$168,644
TOTAL BROKER COSTS	\$828,151	\$3,352,578	\$3,597,024	\$3,661,247	\$3,711,025	\$3,816,687	\$3,697,843
Transportation and Operations						\$7,679,182	\$11,515,330
Vehicle Maintenance						\$871,395	\$1,244,630
Control Center						\$923,641	\$980,283
Transition Costs						\$799,097	\$0
Vehicle Lease Cost						(\$790,158)	(\$1,010,920)
Transportation Management Fee						\$481,629	\$669,964
TOTAL TRANSPORTATION OPERATION COSTS						\$9,964,786*	\$13,399,287
Total Budget	\$828,149	\$3,352,578	\$3,597,023	\$3,661,246	\$3,711,024	\$13,781,473	\$17,097,130
Contract Total 4/1/10 - 6/30/16							\$46,028,623

* Note: Transportation Costs in FY 15 are only for a partial year 9/1/14 - 6/30/15, FY 16 full year 7/1/15 - 6/30/16