

S T A F F R E P O R T

SUBJECT: Modification to Contract with MTM for Paratransit Operations
 FROM: Jonathan Steketee, Customer Service & Contract Compliance Manager
 DATE: September 9, 2019

Action Requested

Approve Modification 5 to the contract with MTM for paratransit services.

Background

On March 7, 2014, LAVTA entered into an Agreement with Medical Transportation Management, Inc. (MTM) for the management, maintenance, and operation of LAVTA’s paratransit services. The initial period of the contract began on May 1, 2014, and ended June 30, 2017, after which LAVTA has held the option to extend the contract for four (4) one-year periods at its sole discretion. To date, LAVTA has exercised three of the four available one-year options, with the current option period extending through June 30, 2020.

LAVTA’s request for proposals (RFP) for the paratransit operations contract advised potential bidders to assume 44,300 trips per year, as a baseline for firms to estimate both their initial costs to provide the service as well as assumptions needed to estimate pricing in the contract’s later years.

In FY15-16, there was an unanticipated 24% increase in paratransit ridership. In order to control the costs associated with increased demand, MTM and LAVTA renegotiated a new lower price per trip based on the increased ridership levels. At the start of MTM’s contract, the base price per trip was \$32.81. MTM reduced their cost to a base of \$32.51 per trip, with further savings for additional trips per month according to the following schedule:

Tier	Number of Trips per Month	Price Per Trip	Change from Original Bid Cost
1	Up to 4,199	\$32.51	(\$0.30)
2	4,200-4,699	\$31.72	(\$1.09)
3	4,700+	\$30.67	(\$2.14)

Current Levels of Service

With new pricing established as an immediate cost-control strategy, LAVTA then implemented several medium- to longer-term demand-management strategies to address increasing ridership trends, including trip negotiations, and in-person eligibility assessments.

As a result of these efforts, ridership on paratransit has declined and is now back to being within 5% of the originally assumed 44,300 trips per year:

Year	Number of Annual Trips	Percent Over or Under Bid Assumption
FY13-14	43,731	-1%
FY14-15	46,441	5%
FY15-16	54,975	24%
FY16-17	50,433	14%
FY17-18	48,506	9%
FY18-19	46,123	4%

Discussion

Having agreed to lower its per-trip pricing to help LAVTA control costs, MTM now faces an unforeseen burden with the reduction in trips since FY15-16. MTM's revised pricing reflected greater economies of scale with increased ridership compared to the utilization assumptions in its original proposal. However, at present ridership levels, which LAVTA has worked hard to lower through its various demand-management strategies, MTM is no longer realizing these economies of scale with the revised pricing.

In response, staff recommends a new contract modification with MTM (Modification 5), which reverts to the original per-trip pricing structure for the contract, with annual cost inflators of 2% per year. Additionally, this modification preserves the tier system in case there is an unanticipated spike in ridership again, as follows.

Tier	Number of Trips per Month	Price Per Trip
1	Up to 4,199	\$ 36.22
2	4,200-4,699	\$ 35.34
3	4,700+	\$ 34.17

The proposed change would result in the following change in cost per trip compared to if we were to continue with the previous, renegotiated rate.

Tier	Number of Trips per Month	Current Price Per Trip	Proposed Cost Per Trip	Change in Cost
1	Up to 4,199	\$34.50	\$36.22	\$1.72
2	4,200-4,699	\$33.66	\$35.34	\$1.68
3	4,700+	\$32.55	\$34.17	\$1.62

Budget

LAVTA has budgeted additional funds available for paratransit services in FY19-20. The estimated cost increase for the change in per-trip cost is approximately \$100,000. It is not expected that the agency would recoup these costs by undertaking a new procurement for

paratransit services in the present business climate considering fuel and labor costs, since LAVTA still has one remaining option year on the existing contract with pricing guaranteed through June 2021. Despite LAVTA and MTM experiencing unexpected cost and demand challenges during the performance of this contract, MTM has maintained an overall consistent quality of service to LAVTA's paratransit customers.

Recommendation

Staff recommends that the Board of Directors authorize the Executive Director to execute Modification #5 to the contract with MTM for maintenance, operation, and management of paratransit services, amending the price per trip as agreed.

Attachments:

1. Proposed Modification to MTM contract.
2. MTM Contract Modification 1-4
3. MTM Contract Agreement

Approved: _____

**MODIFICATION NO. 5
TO
AGREEMENT BETWEEN LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AND MEDICAL TRANSPORTATION MANAGEMENT**

THIS MODIFICATION to the Agreement is made and entered into on July 1, 2016 by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a joint exercise of powers agency established pursuant to California law, hereinafter referred to as "LAVTA," and Medical Transportation Management., a Missouri corporation, hereinafter referred to as Contractor."

WITNESSETH

WHEREAS, on March 7, 2014, LAVTA and the Contractor entered into an Agreement for the management and operation of LAVTA's paratransit operations; and

WHEREAS, MTM and LAVTA negotiated a reduced cost per trip because of much higher than expected ridership in FY15-16; and

WHEREAS, ridership on LAVTA paratransit services has reduced to ridership levels similar to those experienced during the procurement of the contract.

NOW THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. Section 4, Price Formula, is amended in the following particulars only: Commencing July 1, 2019 through June 30, 2020 (FY 2019-20) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement as follows:

Payment to Contractor for services will adjust based on monthly volume of trips:

Tier	Number of Trips	Price Per Trip	Change from Original Bid Cost
1	Up to 4,199	\$ 36.22	\$1.69
2	4,200-4,699	\$ 35.34	\$ 0.85
3	47,00+	\$ 34.17	\$(0.26)

2. Any changes in the future to the original contract and subsequent Contract Modification, including this Modification, will be discussed and agreed upon in writing.

WITNESS WHEREOF, the parties hereto have caused this Modification to the Agreement to be executed by and through their respective officers on the day written below/

BY LAVTA this _____ day of _____, 2019

BY CONTRACTOR this _____ day of _____, 2019

<p>CONTRACTOR:</p> <p>By: _____</p> <p>Name &Title:</p> <p>_____</p>	<p>LAVTA:</p> <p>By: _____</p> <p>Michael Tree, Executive Director</p>
--	--

**MODIFICATION NO. 2
TO
AGREEMENT BETWEEN LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AND MEDICAL TRANSPORTATION MANAGEMENT**

THIS MODIFICATION to the Agreement is made and entered into on July 1, 2016 by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a joint exercise of powers agency established pursuant to California law, hereinafter referred to as "LAVTA," and Medical Transportation Management., a Missouri corporation, hereinafter referred to as Contractor."

WITNESSETH

WHEREAS, on March 7, 2014, LAVTA and the Contractor entered into that certain Agreement for the management and operation of LAVTA's paratransit operations; and

WHEREAS, on July 11, 2016, LAVTA and the Contractor entered into Contract Modification #1, revising the price formula, and revising the Service Quality Standards Index for Fiscal Year 2016-17; and

WHEREAS, in accordance with Section 13 of the Agreement, LAVTA and the Contractor desire to exercise the first option year of the contract for the Fiscal Year 2017-18 and modify the hourly rate per Exhibit B.

NOW THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. Section 4, Price Formula, is amended in the following particulars only: Commencing July 1, 2017 through June 30, 2018 (FY 2017-18) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement will adjust as follows:

Tier	Trips Per Month	Per Trip Rate
1	Up to 4,199	\$33.16
2	4,200-4,699	\$32.35
3	4,700+	\$31.28

2. Any changes in the future to the original contract and subsequent Contract Modifications, including this Modification, will be discussed and agreed upon in writing.
3. The Service Quality Standards Index (SQSI) will remain the same as in FY16/17.

WITNESS WHEREOF, the parties hereto have caused this Modification to the Agreement to be executed by and through their respective officers on the day written below.

BY LAVTA this 7th day of June, 2017.

BY CONTRACTOR this 26th day of June, 2017.

CONTRACTOR:

By: Alaina Macia
Alaina Macia, CEO

LAVTA:

By: Michael Tree
Michael Tree, Executive Director

APPROVED AS TO FORM:

By: [Signature]
LAVTA Legal Counsel

**MODIFICATION NO. 1
TO
AGREEMENT BETWEEN LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AND MEDICAL TRANSPORTATION MANAGMENT**

THIS MODIFICATION to the Agreement is made and entered into on July 1, 2016 by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a joint exercise of powers agency established pursuant to California law, hereinafter referred to as "LAVTA," and Medical Transportation Management., a Missouri corporation, hereinafter referred to as Contractor."

WITNESSETH

WHEREAS, on March 7, 2014, LAVTA and the Contractor entered into that certain Agreement for the management and operation of LAVTA's paratransit operations; and

WHEREAS, in accordance with Section 13 of the Agreement, LAVTA and the Contractor desire to modify the Agreement for Fiscal Year 2016-17 (July 1, 2016 through June 30, 2017);

NOW THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. Section 4, Price Formula, is amended in the following particulars only: Commencing July 1, 2016 through June 30, 2017 (FY 2016-17) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement as follows:

Payment to Contractor for services will adjust based on monthly volume of trips:

Tier	Trips Per Month	Per Trip Rate
1	Up to 4,199	\$32.51
2	4,200-4,699	\$31.72
3	4,700+	\$30.67

2. The Service Quality Standard Index is revised to include a new performance measure:

CORRECTIVE ACTION BASED PROGRAM (Assessed Monthly)

Category		Inputs	
Monthly Invoice and Data Reporting	Collection and Reporting of Monthly Invoice Detail and Operating Statistics	Trips, Passengers, Late Cancellations, No-Shows, Revenue Miles, Revenue Hours, Non-Revenue Miles, Non-Revenue Hours	<p>Monthly invoices and reports detailing accurate operating data are due on the 10th of the month.</p> <p>Reports that are received after the 10th of the month, or are incomplete, will be subject to damages until received or corrected.</p> <p>Damages = \$50 per day – first violation; \$100 per day – second violation; \$250 per day – third violation. \$500 per day for additional violations.</p>

3. Any changes in the future to the original contract and subsequent Contract Modifications, including this Modification, will be discussed and agreed upon in writing.

WITNESS WHEREOF, the parties hereto have caused this Modification to the Agreement to be executed by and through their respective officers on the day written below.

BY LAVTA this 11 day of ~~June~~ ^{July}, 2016.

BY CONTRACTOR this 11 day of ~~June~~ ^{July}, 2016.

CONTRACTOR:

By: Alaina Macia
Alaina Macia, CEO

LAVTA:

By: Michael Tree
Michael Tree, Executive Director

APPROVED AS TO FORM:

By: [Signature]
LAVTA Legal Counsel

Livermore Amador Valley
TRANSIT AUTHORITY



September 10, 2018

Alaina Macia
Medical Transportation Management, Inc.
16 Hawk Ridge Drive
Lake St. Louis, MO 63367

Dear Alaina

On March 7, 2014 LAVTA entered into an Agreement with Medical Transportation Management, Inc. (MTM) for the provision of paratransit services. In accordance with this Agreement, the initial period of the contract began on May 1, 2014 and ends June 30, 2017, and LAVTA has sole discretion to extend the contract for four (4) one-year periods. This letter confirms LAVTA's intention to exercise the option to extend this contract for the period of July 1, 2018 through June 30, 2019.

In addition, in accordance with Section 4 of this Agreement, this letter also confirms the 2% increase in the per trip rate for FY19. Commencing July 1, 2018 through June 30, 2019 (FY 2018-19) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement will adjust as follows:

Tier	Trips Per Month	Per Trip Rate
1	Up to 4,199	\$33.82
2	4,200-4,699	\$33.00
3	4,700+	\$31.91

MTM has provided quality paratransit services for LAVTA since the beginning of this contract. We look forward to another successful year of providing excellent service throughout the Tri-Valley.

It is a pleasure working with you.

Sincerely,

Michael Tree
Executive Director

Livermore Amador Valley
TRANSIT AUTHORITY



July 1, 2019

Alaina Macia
Medical Transportation Management, Inc.
16 Hawk Ridge Drive
Lake St. Louis, MO 63367

Dear Alaina

On March 7, 2014 LAVTA entered into an Agreement with Medical Transportation Management, Inc. (MTM) for the provision of paratransit services. In accordance with this Agreement, the initial period of the contract began on May 1, 2014 and ends June 30, 2017, and LAVTA has sole discretion to extend the contract for four (4) one-year periods. This letter confirms LAVTA's intention to exercise the option to extend this contract for the period of July 1, 2019 through June 30, 2020.

In addition, in accordance with Section 4 of this Agreement, this letter also confirms the 2% increase in the per trip rate for FY20. Commencing July 1, 2019 through June 30, 2020 (FY 2019-20) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement will adjust as follows:

Tier	Trips Per Month	Per Trip Rate
1	Up to 4,199	\$34.50
2	4,200-4,699	\$33.66
3	4,700+	\$31.55

We look forward to another successful year of providing excellent service throughout the Tri-Valley.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Tree', is written over a white background.

Michael Tree
Executive Director

AGREEMENT

THIS AGREEMENT is by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, California, hereinafter referred to as "LAVTA" and MEDICAL TRANSPORTATION MANAGEMENT, INCORPORATED, a Missouri corporation, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, Contractor has the management and technical personnel, expertise and other assets useful for the support of LAVTA's paratransit operations; and

WHEREAS, Contractor is desirous of providing such services;

NOW, THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. **Purpose.** LAVTA hereby contracts with Contractor to provide paratransit management, maintenance, and operations services upon the terms and conditions hereinafter set forth.
2. **Scope-of-Work.** Contractor will provide the services to be rendered as set forth in the Request for Proposals issued by LAVTA on July 8, 2013, as amended by any addenda, which is attached hereto as Exhibit A and is hereby incorporated by this reference, as supplemented or modified by Contractor's Proposal of October 15, 2013, including any subsequent offers, which is attached hereto as Exhibit B and is hereby incorporated by this reference. In the event of any conflict in the terms, the language of this Agreement shall control over the terms of Exhibit A and B and the terms of Exhibit A shall control over the terms of Exhibit B.
3. **Time Period.** The base term of this agreement shall be from May 1, 2014 to June 30, 2017, inclusive, unless terminated sooner, with an option to extend for up to four additional one-year terms, exercisable at LAVTA's sole discretion. The option terms may be exercised in one year or multiple year increments.
4. **Compensation.** The Contractor agrees to perform all of the services included in Section 2 of this Agreement, in accordance with the price per trip (and applicable escalators) specified in Exhibit B, for the Agreement term as well as any option terms, if exercised by LAVTA, which costs shall include all labor, materials, vehicles, taxes, profit, overhead, insurance, and all other costs and expenses incurred by the Contractor. Costs for the initial Base Year are outlined in the "Proposal Form 1.1, Budget Proposal" which is included in Exhibit B. In the event of an increase in the mandated minimum wages, payroll taxes or fringe benefits contributions applicable to employees of Contractor are implemented by any

federal, state or local governmental agency during the term of this Agreement, LAVTA and Contractor agree to negotiate an equitable adjustment to Contractor's rates herein to compensate Contractor for said mandated governmental cost increase. Contractor has agreed to certain Service Quality Standards, as contemplated in Section 9.1 of Section II of Exhibit A, which are attached as Exhibit C. Performance will be monitored monthly and appropriate rewards/penalties assessed accordingly. Following the end of a fiscal year, the monthly amounts will be cumulated and an annual accounting will be made. At the end of each fiscal year, LAVTA and Contractor may negotiate changes to Exhibit C which will be effective during the following fiscal year's performance.

5. **Invoice.** Contractor shall submit invoices to LAVTA no later than the tenth (10th) day of the month following the month the service was provided. All required reports and submissions as described in Exhibit A, shall be accurately completed and submitted to LAVTA prior to payments to Contractor.

Invoices shall be sent to:

Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Attn: Accounts Payable

6. **Payment.** All payments by LAVTA shall be made within thirty (30) days of receipt of an approved invoice and all contractually required reports and submissions.
7. **Farebox Revenue.** All farebox revenues collected by Contractor are the property of LAVTA. Contractor shall be responsible for handling farebox revenues in the manner discussed in Exhibit A, and as necessary for LAVTA to meet state and federal funding requirements.
8. **Control.** In performing the services under this Agreement, the Contractor shall act as an Independent Contractor and shall have full control of the work and the manner in which it is performed. Contractor in no circumstances shall be considered as an agent or employee of LAVTA, and Contractor's employees are not entitled to participate or be part of any pension plan, insurance, bonus, or any similar benefits which LAVTA provides its employees.
9. **Management.** During the term of this Agreement, Contractor shall provide sufficient executive administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof, and described in Exhibit A. All management personnel to be employed must be committed exclusively to the performance of work on LAVTA's project and shall not perform any other services for Contractor or other entity. Management personnel shall be full-time employees of Contractor.

10. **Medical Assistance to Passengers.** Contractor's employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and may proceed immediately to a medical facility for help, on the instructions of dispatcher.
11. **Uniforms.** Contractor shall purchase uniforms as specified by LAVTA for all employees and shall require the employees to wear them. The design, type and logo of the uniforms shall be subject to LAVTA's approval. Uniforms shall include, but not be limited to shirts, pants and jackets. Drivers shall be required to maintain neat and clean appearances.
12. **Modifications of Agreement.** This writing constitutes the entire Agreement between the parties relative to the matter of this Agreement and no modification hereof shall be effective unless and until such modification is evidenced in writing signed by both parties to this Agreement. There are no understandings, agreements or condition with respect to the subject matter of the Agreement except those contained in this writing.
13. **Contract Assignments.** This contract shall not be sold, assigned, transferred, conveyed or encumbered by Contractor without the prior written consent of LAVTA. Contractor shall not sell or otherwise transfer its interest in this contract without prior written notification to LAVTA. Upon receiving such notification from Contractor, LAVTA may, at its sole discretion, decide to exercise its right to terminate this contract.

Subject to the provision regarding assignment, this contract shall be binding upon the heirs, executor, administrators, successors and assigns of the respective parties.

14. **Stop-Work.** LAVTA may stop work on its transportation system upon forty-eight (48) hours of written notice to Contractor. LAVTA shall be liable for all relevant costs defined under Section 4 incurred prior to the stop-work period and for restart, if any.
15. **Communications.** All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below:

If to Contractor:

Medical Transportation Management, Incorporated
16 Hawk Ridge Drive
Lake St. Louis, MO 63367
Attn: President and CEO

If to LAVTA:

Livermore/Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Attn: Executive Director

All other communications, invoices, reports, etc., shall be made to the Executive Director of LAVTA.

16. **Shortages and Delays.** Contractor shall not be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of Contractor. Such events may include, but are not limited to, the following: Acts of God (fire, epidemics, earthquake, flood, or other natural disaster); acts of government or public, riots, war, civil disorder, strikes, labor disputes or fuel shortages. However, Contractor shall not receive payment during the period of time that service is not provided. Contractor also grants LAVTA the right to provide these services through other means on a temporary basis should Contractor be unable to perform said services.
17. **Audit.** Contractor shall permit the authorized representatives of LAVTA, Metropolitan Transportation Commission, State of California, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to performance under this Agreement.
18. **Worker's Compensation.** Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and will comply with such provisions before commencing the performance of the work of this Contract.
19. **Contractors' Employee Responsibilities.** Contractor shall give each new employee hired for any part of LAVTA's Services the following written notice, which shall be signed by the employee and kept in the employee's file with a copy sent to LAVTA. The notice shall read:

"This is to advise that the (Contractor), your employer, is an independent Contractor providing Services under a contract with LAVTA. The contract between the (Contractor) and LAVTA is for a three-year, two-month term with four one-year option terms. You have been hired to assist with the provision of services under that contract. There is no guarantee that the options will be exercised or the contract renewed; therefore, the duration of your employment with (Contractor) may be affected or limited. Thus, you are on notice that the need for your employment derives from a

service contract with LAVTA that has a definite term and which may be terminated or will expire at some point in the future.”

The Contractor will comply with all applicable laws, regulations, rules, and procedures, including, but not limited to, those regarding employer's liability, workers' compensation, unemployment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees. Contractor will indemnify and hold harmless LAVTA for any and all liability, damages, claims, costs (including reasonable attorneys' fees, and other expenses of whatever nature arising from alleged violations of such laws, regulations, rules, or agreements with labor organizations, or from any claims of subrogation provided for in such laws, regulations, rules or agreements or otherwise).

20. **Insurance.**

a. **Contractor's Responsibilities - Minimum Types and Scope of Insurance**

The insurance requirements specified in this section shall apply to the Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Contractor authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). The Contractor and all Agents are required to procure and maintain at their sole cost and expense the insurance coverage's subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, the Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Contractor's insurance be primary without any right of contribution from LAVTA. Prior to beginning work under this contract, Contractor shall provide LAVTA with satisfactory evidence of compliance with the insurance requirements of this section.

- i. **Workers Compensation and Employers' Liability Insurance -** Workers Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.

1. Employer's Liability coverage with minimum limits of **\$1 million**.
2. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

a. Waiver of Subrogation.

- ii. **Commercial General Liability Insurance** - Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least **\$1 million** per occurrence or claim and a general aggregate limit of at least **\$1 million**. Such insurance shall cover all of Contractor's operations, **other than LAVTA's operations provided under this Contract**. This insurance shall include coverage for, but not be limited to:

1. Premises and operations
2. Products and completed operations
3. Contractual liability
4. Personal injury
5. Advertising injury
6. Explosion, collapse, and underground coverage (xcu)
7. Broad form property damage

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured
2. Cross Liability or Severability of Interests Clause
3. Primary and Non-Contributory wording
4. Waiver of Subrogation

- iii. **Business Automobile Liability Insurance** - Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least **\$1 million** per occurrence. This insurance shall include coverage for the following types of vehicles except while being used to provide LAVTA's passenger service:

1. All Owned Vehicles
2. Non-Owned Vehicles
3. Hired or Rental Vehicles

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured
2. Cross Liability or Severability of Interests Clause.

3. Primary and Non-Contributory wording
4. Waiver of Subrogation

iv. **Business Automobile Physical Damage Insurance** - Business Automobile Physical Damage insurance providing Comprehensive and Collision insurance covering Contractor-owned vehicles. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Waiver of Subrogation

v. **Property Insurance** - Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below. This insurance shall include coverage for, but not be limited to:

1. The Contractor's own business personal property and equipment to be used in performance of this Agreement
2. LAVTA's interest in materials or property to be installed, if any
3. Debris removal

Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

1. Waiver of Subrogation

vi. **Crime Insurance** - Contractor will provide Crime insurance, including coverage for Contractor's Employee Dishonesty and theft of money and securities from any inside location or outside messenger with the following limits of liability:

Employee Dishonesty	\$250,000
Depositors Forgery	\$250,000
Off and On Premises	\$ 50,000
Computer Fraud	\$250,000

Regarding these coverage's:

1. Contractor shall reimburse LAVTA for any and all losses within the deductible and for insured losses the cost to prove the loss, accountants' fees, defense costs including attorneys and any other fees associated with a claim.
2. The policy shall contain a Joint Loss Payee endorsement naming LAVTA as further detailed in the Endorsements

Section below.

vii. **Endorsements**

1. **Additional Insured** - The referenced policies and any Excess or Umbrella policies shall include as Additional Insured's the Livermore Amador Valley Transit Authority and its directors, officers, employees, volunteers 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.
2. **Waiver of Subrogation** - The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Livermore Amador Valley Transit Authority and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.
3. **Primary Insurance** - The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the Livermore Amador Valley Transit Authority. Notwithstanding any provision to the contrary herein, to the extent that Contractor's insurance, as a trip broker, is not primary insurance, Contractor shall indemnify, defend and hold harmless LAVTA as to any and all sums paid pursuant to any insurance policy or under any indemnity pool maintained by LAVTA, or the costs of investigating or adjusting any such claim, arising out of the services provided by Contractor under this agreement.
4. **Severability of Interests or Cross Liability** - The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Livermore Amador Valley Transit Authority as an Additional Insured shall not in any way affect LAVTA's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor. Said policy shall protect the Contractor and the Livermore Amador Valley Transit Authority 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.

5. **Joint Loss Payee Endorsement** - LAVTA shall be named as a Joint Loss Payee on the Contractor's Employee Dishonesty policy.

viii. **Evidence of Insurance**

Prior to commencing work or entering onto the LAVTA property, Contractor shall provide the Executive Director of LAVTA with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Contractors' policy(ies) will not be cancelled or have coverage reduced without 30 days prior written notice to LAVTA's Executive Director.

ix. **General Provisions**

1. **Notice of Cancellation** - The policies shall provide that the Contractors' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to LAVTA's Executive Director.
2. **Acceptable Insurers** - All policies will be issued by insurers acceptable to LAVTA (generally with a Best's Rating of A-X or better).
3. **Self-insurance** - Upon evidence of financial capacity satisfactory to LAVTA and the Contractor's agreement to waive subrogation against LAVTA respecting any and all claims that may arise, the Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.
4. **Deductibles and Retentions** - The Contractor shall be responsible for payment of any deductible or retention on the Contractor's policies without right of contribution from LAVTA

b. **LAVTA's Insurance Responsibilities - Minimum Types and Scope of Insurance**

LAVTA, at its own cost and expense, will maintain in full force and effect during the entire term of the Contract and any extension period, unless otherwise agreed by the parties, the following insurance:

i. Public Liability (Including Coverage for Passenger Bus Operations, Commercial General Liability, and Automobile Liability)

Public Liability insurance including coverage for Commercial General Liability and Automobile Liability (including Liability for LAVTA's revenue operations) for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$10 million per occurrence or claim and a general aggregate limit of at least \$10 million with coverage extending to cover the operation of LAVTA-owned revenue vehicles. LAVTA's self-insurance program and retention shall provide the Contractor at least the same protection from liability and defense of suits as would be afforded by "first-dollar" insurance. Currently LAVTA maintains a liability program with a \$25,000 self-insured retention, which the Contractor will be obligated to pay on LAVTA's behalf, and \$10 million limits of liability although with fluctuating market conditions and budgetary considerations, LAVTA cannot guarantee that the retention and/or limit will remain unchanged over the life of this Contract and any extensions. This insurance shall include coverage for, but not be limited to:

1. Premises and operations
2. Products and completed operations
3. Contractual liability
4. Personal injury
5. Advertising injury
6. Explosion, collapse, and underground coverage (xcu)
7. Broad form property damage

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured
2. Cross Liability or Severability of Interests Clause
3. Primary Wording
4. Waiver of Subrogation

ii. Automobile Physical Damage Insurance for Vehicles

LAVTA will maintain at its own cost and expense a physical damage insurance program to cover LAVTA-owned vehicles and equipment and will name the Contractor as additional insured as respects operations under this Contract. Contractor will cooperate fully with LAVTA in filing claims with and recovering payments due from LAVTA's insurers. The Contractor shall be responsible for

payment of the deductible up to \$5,000 for any claim arising out of an incident deemed to be a preventable accident on the part of Contractor or its subcontractors or employees. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured
2. Waiver of Subrogation

iii. **Endorsements**

1. **Additional Insured** - The referenced policies and any Excess or Umbrella policies shall name the Contractor as Additional Insured.
2. **Waiver of Subrogation** - The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Contractor to the extent of the indemnification by LAVTA in this Contract.
3. **Primary Insurance** - The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies).
4. **Severability of Interests or Cross Liability** - The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Contractor as an Additional Insured shall not in any way affect LAVTA's rights either as respects any claim, demand, suit, or judgment. Said policy shall protect the Contractor and the Livermore Amador Valley Transit Authority 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.

iv. **Evidence of Insurance**

Prior to commencing work, LAVTA shall provide Contractor with a certificate of insurance evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that LAVTA's policy(ies) will not be cancelled or have coverage reduced without 30 days or 60 days prior written notice to the Contractor, whichever applies.

v. **General Provisions**

1. **Notice of Cancellation** - LAVTA shall use its best efforts to obtain 60 days' written notice to the Contractor. However, in no event will such policy provide for less than 30 days' prior written notice of cancellation to Contractor except for non-payment of premium. In the event said insurance policy is cancelled for any reason, then LAVTA shall replace said policy during the notification period with another policy which complies with the requirements of this Contract.
2. **Retentions and Self-insurance** - LAVTA shall have the right to maintain self-insured retentions at any level or levels of up to the CalTIP limit. The Contractor shall be given the opportunity to review and provide input with respect to such self-insured retentions, but the Contractor shall have no right of approval.
3. **Filing and Payment of Claims** - The Contractor will cooperate fully with LAVTA in LAVTA's filing claims with and recovering payments due from LAVTA's insurers. If LAVTA fails or refuses to pay losses incurred within any self-insured retention, the Contractor shall have the right to terminate this Agreement upon 30 days' written notice. This right of termination, however, applies only to failure or refusal by LAVTA to pay losses incurred within self-insured retentions, and not to failures or refusals to pay losses falling within gaps or shortfalls in insurance coverage created by previous payment of losses which depleted or exhausted the annual aggregate limits applicable to such insurance. Nothing contained in this subsection should be deemed to foreclose or limit LAVTA's rights to defend against any claims.

c. **General Insurance Provisions Applicable to Both Contractor and LAVTA**

The parties further agree as follows:

- i. **Failure to Procure or Maintain Insurance** - The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.
- ii. **Claims Costs** - Each of the parties, at its sole cost and expense, will be responsible for the investigation, administrative handling, and settlement of claims for injury, death, or damage arising out of the performance of this Agreement for which it is responsible. Each party shall respond to reasonable requests by the other party as to the status of all claims presented for which the requesting party is

responsible. The parties agree that the furnishing of such information is for the purpose of keeping each other informed, as potential co-defendants, with respect to such claims, is a privileged co-defendant communication, does not waive the attorney-client, attorney work product or any other applicable privilege and shall not be admissible in any action or proceeding of any kind whatsoever as an admission or concession of liability or for any other purpose whatsoever, nor shall any such information exchanged be admissible as evidence of liability to, or damages allegedly suffered by any claimant.

iii. **Claims Made Coverage**

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the start of work (including subsequent policies purchased as renewals or replacements).
2. Every effort will be made to maintain similar insurance for at least three years following completion of work, including the requirement of adding all additional insured's.
3. If insurance is terminated for any reason, the Party agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

21. **Performance Security.** As a condition precedent to the effectiveness of this Agreement, the Contractor shall furnish to LAVTA a Performance Security in the amount equal to Two Hundred Thousand Dollars (\$200,000). The Performance Security shall be in a form acceptable to LAVTA and shall be held by LAVTA throughout the term of this Agreement to guarantee performance by Contractor.

22. **No Unauthorized Subcontracting** Contractor may not subcontract any work covered by this Agreement without LAVTA's express written consent. LAVTA hereby agrees to the following subcontractors:

[None listed.]

23. **Disadvantaged Business Enterprise.** In connection with the performance of this Agreement, Contractor will cooperate with LAVTA in meeting LAVTA's policy with regard to the maximum utilization of disadvantaged business enterprise.

24. **Conflict of Interests.** Depending on the nature of the work performed,

Contractor may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law that govern LAVTA employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, Contractor and their employees may be required to disclose financial interests.

The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

No person previously in the position of Director, Officer, employee or agent of LAVTA may act as an agent or attorney for, or otherwise represent the Contractor by making any formal or informal appearance, or any oral or written communication, before LAVTA, or any Officer or employee of LAVTA, for a period of twelve months after leaving office or employment with LAVTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

25. **Conflict of Transportation Interests.** Contractor shall not divert any revenues, passengers or other business from LAVTA's project to any taxi or other transportation operation of Contractor unless specifically agreed to in writing by LAVTA.
26. **Headings.** The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any party of this Agreement.
27. **Indemnification.** Except as otherwise provided in this Agreement, LAVTA agrees to, and will, indemnify and hold the Contractor, and its directors, officers, agents, employees, representatives, insurers and attorneys (hereinafter, collectively, "Contractor Indemnitees") harmless from, and defend Contractor Indemnitees against any and all claims, demands, actions, causes of action, or damages of any kind whatsoever without regard to negligence of the Contractor (hereinafter referred to collectively as "Claims and Damages") which may arise from the Contractor's operation, maintenance, repair or use of buses or equipment or provision of its services as contemplated by this Agreement up to an annual aggregate limit of \$10 million (the "Liability Cap"). The Contractor will indemnify LAVTA and its Directors, Board members, Officers, Agents, Employees, representatives, insurers, and attorneys (hereinafter, collectively "Owner Indemnitees") against all such Claims and Damages exceeding the

Liability Cap. Damages caused to vehicles within the bus yards, maintenance shops, satellite parking lots and other LAVTA facilities shall be the responsibility of Contractor and shall not be included in the Liability Cap.

Notwithstanding the foregoing, LAVTA shall have no duty to indemnify or hold the Contractor Indemnitees harmless from damages on account of the Contractor's Excluded Conduct, as hereinafter provided. This exception from LAVTA's duty of indemnity hereunder on account of the Contractor's Excluded Conduct shall mean that: 1) in the case of an award after trial, or arbitration with third party claimants, LAVTA has no duty to indemnify Contractor Indemnitees for an award of Exemplary Damages against Contractor Indemnitees or for any compensatory damages awarded in conjunction with an award of Exemplary Damages, or 2) in the case of a negotiated settlement, LAVTA's duty to indemnify the Contractor Indemnitees does not include that portion of any settlement determined by the agreement of LAVTA and the Contractor to have been paid due to the probability that Exemplary Damages would be awarded against the Contractor had the matter been litigated. The term "Exemplary Damages" shall mean those for which there is clear and convincing evidence that the Contractor, its employer or agents have been guilty of oppression, fraud, or malice. For the purposes of this Agreement, the following definitions shall apply:

- a. Malice means conduct which is intended to cause injury to others or despicable conduct which is carried on with a willful and conscious disregard of the rights or safety of others.
- b. Oppression means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights.
- c. Fraud means an intentional misrepresentation, deceit, or concealment of a material fact with the intention of thereby depriving a person of property or legal rights or otherwise causing injury.

In any action where Exemplary Damages are sought or claimed, the Contractor shall be entitled, at its option and at its sole cost and expense, to participate in the defense and to appear on its own behalf, and shall further have the right in any such action to be informed of, and be consulted concerning settlement of such action, provided its consent to any such settlement shall not be required.

In an action where Exemplary Damages are awarded against Contractor Indemnitees after trial or arbitration with third parties, the Contractor will reimburse LAVTA for its reasonable costs of defense (including attorneys' fees). With respect to any settlement of any action in which Exemplary Damages were sought, if it has been determined by agreement of the parties that a portion of the settlement was paid due to the probability that Exemplary Damages would have been awarded had the matter been litigated ("Exemplary Damages Portion"), the Contractor shall reimburse LAVTA pro rata for its reasonable costs of defense (including attorneys' fees) in the same ratio that the Exemplary Damages portion of the settlement bears to the total settlement as determined by the agreement of the parties.

Notwithstanding the other provisions of this Agreement, LAVTA shall have no duty to indemnify or defend Contractor Indemnitees for Claims and Damages involving: 1) passengers on vehicles other than vehicles in LAVTA Services; 2) property or equipment being used in service other than LAVTA Services; 3) accidents which arise out of bus or vehicle service of the Contractor or of other entities (other than LAVTA Services); or 4) damages caused to LAVTA-owned vehicles within the bus yards, maintenance shops, satellite parking lots and other LAVTA facilities. The Contractor shall defend, indemnify and hold harmless Owner Indemnitees from any and all claims and damages involving numbered items one through four in the immediately preceding sentence.

Contractor shall indemnify and hold harmless Owner Indemnitees, and each of them, from and against any and all Claims and Damages: 1) arising out of ownership, operation, use, maintenance and/or control of vehicles (excluding paratransit vehicles) and any automobiles registered to or owned by Contractor in the provision of LAVTA Services; 2) arising from Contractor's obligations to its employees under Workers' Compensation and any amendments or successor acts thereto; 3) in excess of the Liability Cap of such Claims and Damages arising from Contractor's operation, maintenance, repair or use of the vehicles and equipment or provision of LAVTA Services pursuant to this Agreement; 4) arising from Contractor's Excluded Conduct in those circumstances which would result in an exception to LAVTA's duty of indemnification on account of Excluded Conduct as specified in Section (c) above; 5) arising out of any release of hazardous materials in, on, about or adjacent to the Contractor's premises caused by an act or omission of the Contractor, its employees, contractors, agents, representatives, or invitees, occurring on or after the effective date of this Agreement; or 6) arising from Contractor's violation of any Federal, State, county and municipal ordinances and regulations applicable to Contractor's work, but only for the portion of such of Claims or Damages attributable to Contractor's violation of such laws or regulations. With respect to those matters referred to above, the Contractor shall also have the duty to defend as well as to indemnify and hold harmless LAVTA.

If any of the provisions herein above to indemnify a party against liability, loss or damage would be prohibited by or unenforceable under the law of the State of California for any reason, the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law. The provisions of this subsection shall under no circumstances be interpreted as limiting in any manner the obligations of any insurer under any insurance policy maintained by either party pursuant to provisions outlined in the Insurance Section of this agreement.

28. **Labor Protections.** LAVTA receives federal mass transit funds, and under Section 13(c) of the Federal Transit Act (49 U.S.C. section 5333(b)), it must protect covered mass transit employees affected by any "project" that LAVTA initiates that uses the federal mass transit money. For covered employees, such

protections include: (a) continuing their collective bargaining rights; (b) protecting them against a worsening of their employment conditions (including reductions in wages and benefits); (c) providing priority of reemployment if the employee is laid off or their job is eliminated; and (d) providing paid training.

No provision of this Agreement will require Contractor to dismiss or displace any employee or to rearrange the workforce covered by any Section 13(c) agreement as a result of any "project" as defined by the Section 13(c) agreements to which Contractor hereby agrees to be bound. Nevertheless, Contractor will be responsible for defending, and shall hold LAVTA harmless from, any claims or controversies alleging any violation or breach of the Section 13(c) agreements (including alleged worsening of their employment conditions), whether made by Contractor's own employees, the employees of its subcontractors, employees of any former contractor of LAVTA, or any other employees that allege to have been affected by the project, arising from or related to any organization or reorganization of workforce or any modification of the terms and conditions of employment of employees hired to operate the service on the effective date of this Agreement or as a result of any increases or reductions in the level of those services thereafter.

Notwithstanding any other provision of this Agreement, no cost or liability for which Contractor is responsible under this paragraph shall be deemed an allowable cost payable to Contractor or a claim or liability for which Contractor is entitled to indemnification by LAVTA.

29. **Merger.** This contract sets forth the entire agreement between the parties with respect to be subject matter thereof, and supersedes and replaces all proposals, negotiations, representations and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the services, including an action in tort.
30. **Changes in Scope-of-Work.** LAVTA may, at any time by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in accordance with Sections of this Agreement. Contract modifications that result in a cost increase of less than \$100,000 can be signed by LAVTA's Executive Director. All other modifications must be approved by the Board of Directors.

In the event that Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, Contractor shall so advise LAVTA immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in

compensation. This notice shall be given to LAVTA prior to the time that Contractor performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. **Failure to provide written notice and receive LAVTA approval for extra work prior to performing extra work may result in nonpayment of the invoices reflecting such work, at LAVTA's sole discretion.**

31. **Conflicting Use.** Contractor shall not use any vehicle, equipment, personnel, or other facilities that are dedicated to LAVTA for performing services under this Agreement, for any use whatsoever other than provided for in this Agreement.
32. **Liaison.** Contractor shall assist and cooperate with LAVTA in meeting the objectives of providing quality public transportation services. Contractor shall perform close liaison activities, coordination and cooperation with LAVTA on matters related to operations, monitoring, reporting and service performance measurements.
33. **Failure to Perform.** LAVTA recognizes that the operation of a public transit service is subject to circumstances and variables beyond the control of Contractor. However, a properly run service will take steps to reasonably accommodate such circumstances without compromising the safety or reliability of the service.

LAVTA and Contractor will monitor service performance to assure strict adherence to the performance goals set forth in Service Quality Standards Index. If performance is found to be substandard, LAVTA may request, in writing, a mitigation plan from Contractor in order to ensure adequate performance.

Contractor understands that continual substandard performance such as failure to comply with the performance goals set forth in the Service Quality Standards Index are grounds for termination of this Agreement.

34. **Termination.** LAVTA may terminate this Agreement at any time and for any reason by written notice. Upon receiving notice of termination, Contractor shall promptly deliver to LAVTA all materials prepared or obtained in performance of this Agreement and shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by Contractor, LAVTA shall pay Contractor, in accordance with the provisions of Sections 4 and 6, all sums actually due and owing from LAVTA for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by Consultant to effect such termination. If the Agreement is terminated for default, LAVTA shall pay Contractor for only those services performed and expenses incurred in full

accordance with the terms of this Agreement, up to the effective date of termination.

In the event that Contractor is terminated or is not selected or designated as the LAVTA paratransit contractor beyond the term of this Agreement, Contractor shall be obligated to carry out such Agreement termination and transition activities as may be required by LAVTA to preserve and protect the operational integrity of LAVTA and to help effect a smooth transition to the successor contractor.

During LAVTA's reprocurement of this Agreement and in accordance with California Labor Code Section 1072, Contractor will be required within a reasonable time, to provide to LAVTA the number of employees who are performing services under this Agreement and the wage rates, benefits, and job classifications of those employees. In addition, Contractor shall make this information available to any entity that LAVTA has identified as a bona fide proposer to provide successor services. In the event that the successor contract is awarded to a new contractor, Contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees performing services under this Agreement to the successor contractor. During the reprocurement period, Contractor will also be required to provide LAVTA, within 10 days of LAVTA's request, copies of all current Contractor labor agreements with crafts represented in LAVTA paratransit service, if any.

35. **Waivers.** Neither LAVTA's review, approval, or acceptance of payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under Agreement or of any cause of action arising out of the performance of the Agreement, and Contractor shall be and remain liable to LAVTA in accordance with applicable law for all damages to LAVTA caused by Contractor negligent act, error or omission in the performance of any of the services furnished under this Agreement. The parties agree that LAVTA shall have the final authority to require the discharge by Contractor of any employee of Contractor. The waiver by LAVTA of any breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or of a breach of any other term, condition or agreement herein contained.
36. **Interpretation, Jurisdiction, and Venue.** The contract shall be construed and interpreted solely in accordance with the laws of the State of California; venue of any suit, right or cause of action arising under or in connection with this Agreement shall be exclusively in Alameda County, California.
37. **Severability.** If any provision of this Agreement, 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 Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.

38. **Drug Testing.** The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operation administrations, the State Oversight Agency of the State of California, or LAVTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process, including but not limited to such actions as making periodic mock collections, investigating reports by employees of flawed procedures, and requiring detailed explanations for cancelled tests. The contractor agrees further to certify annually its compliance with Part 655 before January 1 and to submit the Management Information System (MIS) reports before March 1 to LAVTA's General Manager. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. In addition to the annual compliance report, the contractor agrees to provide LAVTA with a copy of its policy; employee and supervisor training documentation; name and location of the collection site, laboratory, MRO, BAT, STT and SAP; a description of its random selection process; and quarterly management reports summarizing test results.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officer's thereunto duly authorized on the day written below.

BY LAVTA this _____ day of _____, 2014.

BY CONTRACTOR the 17 day of MARCH, 2014.

CONTRACTOR

By: Alaina Nacia

LAVTA

By: [Signature]
Chair, Board of Directors

By: *Donald Bremers*

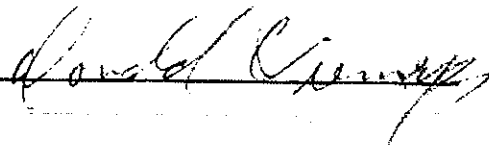
ATTEST:

By: *Paul Matsuoka*
Paul Matsuoka, Executive Director

APPROVED AS TO FORM:

By: _____
Authority Legal Counsel

ATTEST:

By: 

By: _____
Paul Matsuoka, Executive Director

APPROVED AS TO FORM:

By: 
Authority Legal Counsel

Attachment 6

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS the LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY, hereinafter designated as "LAVTA," has awarded to Medical Transportation, Inc. hereinafter designated as the "Principal," a Contract for the Operation and Maintenance of Fixed Route and Paratransit Bus Services; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the Principal, and Fidelity and Deposit Company of Maryland, as a California-admitted Surety, are held and firmly bound unto the said LAVTA in the penal sum of \$200,000, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by LAVTA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by LAVTA, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless LAVTA as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by LAVTA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at LAVTA's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to LAVTA, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse LAVTA for all costs LAVTA incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing LAVTA'S rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than LAVTA or its successors or assigns.

In the event suit is brought upon this bond by LAVTA, Surety shall pay reasonable attorney's fees and costs incurred by LAVTA in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this 18th day of March, 2004, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Medical Transportation, Inc.

Principal

By: 

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.

By: _____

Fidelity and Deposit Company of Maryland

Surety

1400 American Lane, Schaumburg, IL 60196

Address of Surety

By: 

David Weise, Attorney In Fact

ACKNOWLEDGMENT

State of California
County of Sacramento)

On 3/18/14 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

personally appeared David Weise
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tina S. Salas (Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David WEISE, Thomas R. HUCIK, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS and Lynn Ellen PATTON, all of Rancho Cordova, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of April, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 17th day of April, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

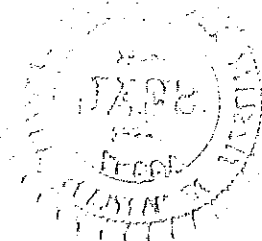
RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of MARCH, 20 14.



Geoffrey Delisio

Geoffrey Delisio, Vice President





CERTIFICATE OF LIABILITY INSURANCE

9/30/2015

DATE (MM/DD/YYYY)

9/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1369237 Medical Transportation Management, Inc. 16 Hawk Ridge Dr. Ste 125 Lake St. Louis MO 63367	INSURER A : American Casualty Company of Reading, PA	20427
	INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
	INSURER C : Commerce and Industry Insurance Company	19410
	INSURER D : AIG Specialty Insurance Company	26883
	INSURER E :	
	INSURER F :	

COVERAGES MEDTR CERTIFICATE NUMBER: 12929639 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	5088166038	9/30/2014	9/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0	N	N	014957920	9/30/2014	9/30/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	51780396 51780397	9/30/2014 9/30/2014	9/30/2015 9/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability	N	N	01-589-40-18	9/30/2014	9/30/2015	\$1,000,000 Each Wrongful Act \$3,000,000 Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability: Claims Made - Retro Date: 7/14/10; \$25,000 Deductible applies per claim. *UMBRELLA EXCLUDES PROFESSIONAL LIABILITY. LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES UNDER GENERAL LIABILITY AND WORKERS' COMPENSATION WHERE PERMISSIBLE BY LAW AS REQUIRED BY WRITTEN CONTRACT.

RECEIVED

CERTIFICATE HOLDER	SEP 26 2014	CANCELLATION
Livermore Amador Valley Transit Authority		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
12929639		AUTHORIZED REPRESENTATIVE
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY ATTN: EXECUTIVE DIRECTOR 1362 RUTAN COURT, SUITE 100 LIVERMORE CA 94551		



CERTIFICATE OF LIABILITY INSURANCE

1/5/2016

DATE (MM/DD/YYYY)
12/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Catlin Specialty Insurance Company	NAIC # 15989
INSURED 1369754 Medical Transportation Management, Inc. 16 Hawk Ridge Dr. Ste 125 Lake St. Louis MO 63367	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES MEDTR **CERTIFICATE NUMBER: 12929633** **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> 500K SIR <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	XAC-93870-0116	1/5/2015	1/5/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
\$500,000 Self Insured Retention applies - \$1,500,000 combined single limit is excess of the retention. Excess Hired & Non-Owned Auto Coverage only.
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY IS ADDITIONAL INSURED UNDER AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

RECEIVED

DEC 29 2014

Livermore Amador Valley
Transit Authority

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

12929633

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
ATTN: EXECUTIVE DIRECTOR
1362 RUTAN COURT, SUITE 100
LIVERMORE CA 94551

Bond #106272749
Term: 5/1/15 to 6/30/16

Attachment 6

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS the LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY, hereinafter designated as "LAVTA," has awarded to Medical Transportation Management, Inc. hereinafter designated as the "Principal," a Contract for the Operation and Maintenance of Fixed Route and Paratransit Bus Services; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

Travelers Casualty and Surety

NOW, THEREFORE, we, the Principal, and Company of America, as a California-admitted Surety, are held and firmly bound unto the said LAVTA in the penal sum of \$200,000, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by LAVTA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by LAVTA, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless LAVTA as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by LAVTA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at LAVTA's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to LAVTA, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse LAVTA for all costs LAVTA incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing LAVTA'S rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than LAVTA or its successors or assigns.

In the event suit is brought upon this bond by LAVTA, Surety shall pay reasonable attorney's fees and costs incurred by LAVTA in such suit.

This bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Oblige.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this 1 day of May 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

JACQUELINE HODGE
Notary Public - Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: Jan. 1, 2018
Commission # 14562600

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.

Medical Transportation Management, Inc.
16 Hawk Ridge Drive, Lake St. Louis, MO 63367
Principal

By: [Signature]

By: [Signature]

Travelers Casualty and Surety Company of America

Surety
One Tower Square, Hartford, CT 06183

Address of Surety

By: [Signature]

Debra A. Woodard, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of ~~California~~ ^{MO} Missouri

County of St. Louis

On May 1, 2015 before me, Dana A. Dragoy, Notary Public
(Here insert name and title of the officer)

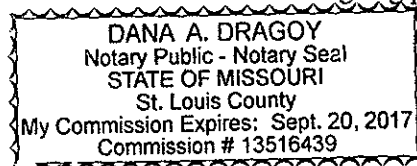
personally appeared Debra A. Woodard, Attorney-in-Fact

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Dana A. Dragoy
Signature of Notary Public
Dana A. Dragoy, Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 5/1/15

Travelers Casualty and Surety Company of America
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

State of Missouri
County of St. Louis

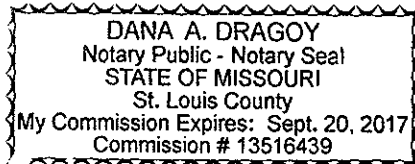
On 5/1/2015 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Debra A. Woodard known to be the Attorney-In-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires



Dana A. Dragoy, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227908

Certificate No. 006099406

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Kristan L. Lucas, Peter J. Mohs, Helen A. Antoine, Debra A. Woodard, Barbara Buchhold, Myranda Bohannon, Michael D. Wiedemeier, and Amanda L. Williams

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of November, 2014

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 6th day of November, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1 day of May, 20 15.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Attachment 6

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS the LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY, hereinafter designated as "LAVTA," has awarded to Medical Transportation Management, Inc., hereinafter designated as the "Principal," a Contract for the Operation and Maintenance of Fixed Route and Paratransit Bus Services; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

Travelers Casualty and Surety

NOW, THEREFORE, we, the Principal, and Company of America, as a California-admitted Surety, are held and firmly bound unto the said LAVTA in the penal sum of \$200,000, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by LAVTA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by LAVTA, with or without notice to Surety, and during the period of any warranties or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless LAVTA as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by LAVTA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at LAVTA's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to LAVTA, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse LAVTA for all costs LAVTA incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing LAVTA'S rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than LAVTA or its successors or assigns.

In the event suit is brought upon this bond by LAVTA, Surety shall pay reasonable attorney's fees and costs incurred by LAVTA in such suit.

This bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Obligee.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this 1 day of May 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Medical Transportation Management, Inc.
16 Hawk Ridge Drive, Lake St. Louis, MO 63367

Principal

By: 

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.

By: _____

Travelers Casualty and Surety Company of America

Surety
One Tower Square, Hartford, CT 06183

Address of Surety

By: 

Debra A. Woodard, Attorney-in-Fact

State of Missouri
County of St. Louis

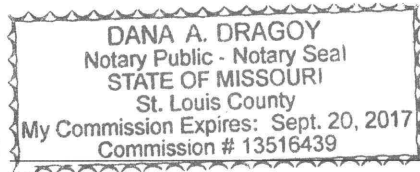
On May 1, 2016 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Debra A. Woodard known to be the Attorney-In-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires:



A handwritten signature in cursive script that reads "Dana A. Dragoy".

Dana A. Dragoy, Notary Public

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of ~~California~~ ^{MO} Missouri

County of St. Louis

On May 1, 2016 before me, Dana A. Dragoy, Notary Public,
(Here insert name and title of the officer)

personally appeared Debra A. Woodard, Attorney-in-Fact

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public
Dana A. Dragoy, Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 5/1/2016

Travelers Casualty and Surety Company of America

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230491

Certificate No. 006648567

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Peter J. Mohs, Debra A. Woodard, Barbara Buchhold, Michael D. Wiedemeier, Amanda L. Williams, and Jessica Avery

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of February, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of February, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1 day of May, 2016.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.