

1st AMENDMENT TO AGREEMENT

BY AND BETWEEN THE
MARIN COUNTY TRANSIT DISTRICT AND WHISTLESTOP TRANSPORTATION DATED MAY 16,
2016

THIS AMENDMENT is made and entered into this 4th day of June 2018, by and between the MARIN COUNTY TRANSIT DISTRICT, a political subdivision of the State of California (hereinafter referred to as "District") and Whistlestop Transportation (hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the District and the Contractor entered into an agreement for operating the Marin Access Travel Navigator program (#151678) dated May 16, 2016 ("Agreement"); and

WHEREAS, the parties desire to extend the Agreement for one additional year as allowed under Exhibit B of the agreement; and

WHEREAS the parties desires to increase the total maximum cost by \$297,907 to the District to reflect the additional year of operations; and

WHEREAS the District requires the addition of one federal clause;

NOW, THEREFORE, the parties agree to modify Sections 4 and 5 as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.

2. ☐ Updated Certificate of Insurance(s) attached hereto.

3. Section 4: Maximum Cost to District: is amended to read as follows:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$867,943 including direct non-salary expenses. Table 1 shoes contract maximums by fiscal year.

Table 1: Contract Maximums by Fiscal Year

Fiscal Year	Contract Maximum
FY16/17	\$280,806
Fy17/18	\$289,230
FY18/19*	\$297,907
*Contingent on budget approval and funding availability.	

4. Section 5 is amended to read as follows:

This Agreement shall commence on July 1, 2018, and shall terminate on June 30, 2019. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice

must be submitted within 30 days of completion of the stated scope of services. It is expressly agreed that extension of this agreement beyond fiscal year 2018/19 is contingent upon the District approving the required funding during its annual budget process. The District may award up to three additional options at the price stated in Exhibit "B".

5. Exhibit D: FTA Grand Contract Provisions Professional services is amended to add:

16) Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day first written above.

CONTRACTOR:

MARIN COUNTY TRANSIT DISTRICT:

By _____

APPROVED AS TO FORM: (if changes to the Contract form language have been made)

County Counsel

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