

**AMENDMENT III
AGREEMENT
GHTD-RFP #05-015**

**AN AGREEMENT BETWEEN
THE GREATER HARTFORD TRANSIT DISTRICT
AND
FIRST TRANSIT, INC.**

THIS AGREEMENT is made by the **GREATER HARTFORD TRANSIT DISTRICT** (the "District"), a municipal corporation formed under the provisions of Chapter 103a of the Connecticut General Statutes, Revision of 1958, as amended, having its principal place of business at One Union Place, Hartford, Connecticut 06103, acting herein by Vicki L. Shotland, its Executive Director, who is duly authorized to execute this Agreement by the District's Board of Directors, and **First Transit Inc.**, a corporation licensed to do business in the State of Connecticut with an office located in 600 Vine Street, Suite 1400, Cincinnati, OH 45202 (the "Operator"), acting herein by Bradley Thomas, its President, who is duly authorized to execute this Agreement.

PRELIMINARY STATEMENT

The District and the Operator entered into a Contract effective July 1, 2015 for Paratransit Services (the "Agreement"), under which the Operator agreed to provide paratransit services in adherence to the District's Request for Proposals No. GHTD-RFP# 05-015, including all Addenda ("the RFP") in its entirety, as contained in the Operator's Proposal ("the Proposal") in response to said RFP dated February 20, 2015, and as negotiated by both parties, all documents incorporated herein in their entirety by reference. The District and the Operator have agreed to amend and modify the Agreement as set forth below.

In furtherance of the foregoing, which is hereby incorporated by reference, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Operator agree as follows:

AGREEMENT

1. In Article 1. Term of Agreement, The District and the Contractor have agreed to exercise the option to extend the Agreement. The Agreement shall have an effective date of July 1, 2019 and shall continue to June 30, 2020.
2. In Article 3. Compensation, The rates set forth in Article 3 of the contract shall remain unchanged. See Schedule 1 for Roberts Street rates for July 1, 2019 – June 30, 2020.
3. All other terms, conditions, and provisions of the Agreement, as modified and amended by this Amendment to the Agreement, shall remain unchanged, and the parties hereby ratify and confirm such terms, conditions and provisions. The Operator hereby warrants and represents that neither it nor the District is in breach or default of the Agreement, as modified and amended by this Amendment to the Agreement.
4. The Agreement, as modified and amended by this Amendment to the Agreement, shall be binding on and inure to the benefit of the District, the Operator and their agents, sub-consultants, successors and assigns.
5. The Operator hereby warrants and represents that the undersigned officer of the Operator has been duly authorized and directed by the Operator to execute this Amendment to the

Contract, to bind the Operator to this Amendment to the Agreement and to affix the Operator's corporate seal to this Amendment to the Agreement.

- The Agreement, as modified and amended by this Amendment to the Agreement, shall be governed by, construed under and enforced in accordance with the laws of the State of Connecticut without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated below.

GREATER HARTFORD TRANSIT DISTRICT

WITNESS:

Mary Deppe
Signature Witness

Mary Deppe

Printed Name Witness

By: Vicki L. Shotland
Vicki L. Shotland
Executive Director

Date: 5-29-19

FIRST TRANSIT INC.

WITNESS:

Tabatha Natas
Signature Witness

Tabatha Natas

Printed Name Witness

By: Bradley A. Thomas
Bradley A. Thomas
President

Date: 5-24-19

SCHEDULE 1



COST PROPOSAL: DETAIL FORM		
OPERATIONS AND MAINTENANCE CENTER AT 148 ROBERTS STREET, EAST HARTFORD		
A separate detail form is to be completed for each of the five years of the contract term		
Contract Year	July 1, 2019 to June 30, 2020	
Fixed fee		
key staff salaries	\$	519,892
key staff benefits	\$	108,918
insurance	\$	25,860
management fee / overhead	\$	446,624
Property expenses	\$	17,904
Office Equipment/Furniture	\$	2,208
Other (list)		
Trapeze Software Migration Fee	\$	5,000
Shop Equipment and support vehicle	\$	-
TOTAL	\$	1,126,403
MONTHLY FEE (Total/12)	\$	93,867
Service Hour Rate: this is to be an inclusive rate, in accordance with the technical specification requirement. The only items not to be included are those covered in the fixed monthly rate, above.		
Labor Costs		
Vehicle operators	\$	6,045,231
Mechanics	\$	192,365
Dispatchers/reservationists/schedulers	\$	942,618
Vehicle Liability Insurance	\$	263,233
Utility/Fueler/Washers	\$	140,284
Maintenance Parts Clerk	\$	42,658
Subtotal	\$	7,626,390
Employee benefits	\$	1,586,341
Total Labor Costs	\$	9,212,731
Administrative Costs		
Training	\$	19,648
Materials and Supplies	\$	236,906
Property expenses	\$	-
Printing	\$	15,895
Vehicle Liability Insurance	\$	623,902
Software/Tech Support	\$	126,275
Telephone	\$	5,000
Employee Welfare	\$	12,178
Outside Vehicle Services	\$	124,808
Payroll Service	\$	10,566
Environmental Charges	\$	6,625
Management Fee/Overhead	\$	380,002
Total Administrative Costs	\$	1,561,703
TOTAL LABOR PLUS ADMINISTRATIVE	\$	10,774,434
SERVICE HOUR RATE (Total/280,000 hours)	\$	38.48
NON PREVENTIVE MAINTENANCE HOURLY RATE	\$	57.00
The hourly rate should be all inclusive for labor required for nonpreventive or unscheduled maintenance activities. The hourly labor rate should not include parts.		

First Transit's pricing has been based on the assumption that GHTD will pay for the MDT's for the replacement buses for the CCRPA service.

Authorized Signature

Date