

AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE CITY OF FRESNO AND
DIVERSIFIED TRANSPORTATION, LLC, DBA KEOLIS TRANSIT AMERICA
FOR PARATRANSIT SERVICES (HANDY RIDE)

THIS AMENDMENT NO. 2 TO CONTRACT ("Amendment"), is made and entered into effective _____, 2014, by and between the CITY OF FRESNO, a California municipal corporation ("CITY"), and DIVERSIFIED TRANSPORTATION SERVICES, LLC, A California Limited Liability Company, dba KEOLIS TRANSIT AMERICA ("CONTRACTOR").

RECITALS

WHEREAS, CITY and CONTRACTOR entered into an agreement, dated February 14, 2013, for Paratransit Services, and an amendment dated February 13, 2014 ("Agreement"); and

WHEREAS, the parties desire to revise such portions of the contract relating to the SCOPE OF WORK and HANDY RIDE SERVICE STANDARDS.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for the other good and valuable considerations hereby acknowledged, the parties agree as follows:

1. Add a definition for "EARLY PICK-UP":

"Early Pick-up" shall mean the driver arrived at the pickup location and the passenger elected to board and leave before the negotiated pick-up time. Early pick-ups must be tracked separately and shall not be included in On-Time Performance tracking."

2. Change the definition of "LATE TRIP" from:

"Late Trip" shall mean an occurrence when the vehicle arrives more than 30 minutes ~~but less than 60 minutes~~ after the scheduled pick-up time and the passenger chooses to board the vehicle and take the trip.

To read:

"Late Trip" shall mean an occurrence when the vehicle arrives more than 30 minutes after the scheduled pick-up time and the passenger chooses to board the vehicle and take the trip.

3. Change the definition of "MISSED TRIP" from:

"Missed Trip" shall mean an occurrence when the vehicle arrives outside of the ~~35~~ minute pickup window and the rider is not there or decides not to take the trip. This applies to ~~arriving more than 5 minutes before the pickup time and leaving before the pickup time~~ without the customer as well as arriving more than 30 minutes after the scheduled time.

To read:

“Missed Trip” shall mean an occurrence when the vehicle arrives outside of the **30** minute pick-up window and the rider is not there or decides not to take the trip. This applies to **arriving before the pick-up time and leaving before 5 minutes after the pick-up time** without the customer as well as arriving more than 30 minutes after the scheduled time.

4. Change the definition of “ON-TIME PICK-UP” from:

“On-Time Pick-up” For paratransit services, a vehicle shall be on-time if it arrives at the designated pickup location ~~no more than 5 minutes prior to the scheduled pickup time or no more than 30 minutes after that time.~~

To read:

“On-Time Pick-up” For paratransit services, a vehicle shall be on-time if it arrives at the designated pick-up location **and leaves at any time within the designated pick-up window or arrives no more than 30 minutes after the scheduled pick-up time.**

5. Change the definition of “TRIP DENIAL” from:

“Trip Denial” Under **guidelines** established by the ADA, a paratransit service provider is allowed to negotiate trip times with a customer up to 1 hour before and 1 hour after the originally requested trip time, except for “time certain” drop-off and pick-up times when the customer must arrive at or within 1 hour before but no later than the specified time or cannot be picked-up until after a specified time (e.g. medical appointments, work start and end times). If an available trip cannot be located with the 2-hour time window (or 1 hour before the requested time for time certain deliveries or 1 hour after a time-certain pick-up), whether the customer accepts the offered trip or not, this represents a trip denial.

To read:

“Trip Denial” Under **regulations** established by the ADA, a paratransit service provider is allowed to negotiate trip times with a customer up to 1 hour before and 1 hour after the originally requested trip time, except for “time certain” drop-off and pick-up times when the customer must arrive at or within 1 hour before but no later than the specified time or cannot be picked-up until after a specified time (e.g. medical appointments, work start and end times). If an available trip cannot be located with the 2-hour time window (or 1 hour before the requested time for time certain deliveries or 1 hour after a time-certain pick-up), whether the customer accepts the offered trip or not, this represents a trip denial.

6. Add p. to “1. General Roles and Responsibilities”:

“1.3 The City’s designated staff will manage services proposed pursuant to this solicitation. The City’s roles and responsibilities shall include:

p. Ensure compliance with all requirements of the ADA.

7. Change section 6.1 under “Reservations, Scheduling and Dispatching” from:

6.1 Compliance with ADA and Handy Ride Policies Contractor shall implement and administer reservations, scheduling and dispatch procedures that shall be in compliance with Americans with Disabilities Act complementary paratransit requirements, as may be amended and modified by the Federal Transit Administration, and ~~City of Fresno Handy Ride policies as presented in the Handy Ride Guide to Ride.~~

To read:

6.1 Compliance with ADA and Handy Ride Policies Contractor shall implement and administer reservations, scheduling and dispatch procedures that shall be in compliance with Americans with Disabilities Act complementary paratransit requirements, as may be amended and modified by the Federal Transit Administration, and **City of Fresno Handy Ride policies and procedures.**

DOT ADA regulations prohibit restricting or prioritizing ADA trips based on trip purpose. All customers and trips will be treated equally.

8. Change section 6.2 under “Reservations, Scheduling and Dispatching” from:

6.2 Reservations Eligible riders will be asked to contact Handy Ride at least one (1) day and up to two (2) days in advance to make a trip reservation. When placing a trip request, riders will be requested to give point of origin, point of destination and number of persons in the party. Upon making a trip reservation, riders will be advised of the promised pickup time for their trip and advised that the Handy Ride vehicle may arrive ~~from 5 minutes before~~ to 30 minutes after that promised time.

In accordance with the ADA, call takers shall negotiate the pickup time for a requested trip up to one hour before to one hour after the requested travel time unless the rider indicates a delivery time or pickup time constraint which prohibits their being delivered or picked up either before or after a specific time. In the event of a delivery or pick up time constraint, the following policies shall apply:

- i. **No-later-than Delivery:** If an appointment time has been specified, the reservationist will offer one or more pickup windows that will ensure that the customer arrives within 30 minutes of and not later than the specified appointment time. Depending upon travel distance and other customer trips already scheduled for that service day, the pickup window may begin as much as 90 minutes prior to the specified appointment time in order to ensure that the customer will not be traveling on the Handy Ride vehicle for more than 1 hour prior to his/her arrival time. The appointment time must be entered into Trapeze and must be printed on the driver manifests.
- ii. **No-earlier-than Delivery:** If the customer is unable to arrive at a location prior to a specified time, the reservationist will offer one or more pickup windows that will ensure that the customer will arrive not

before and no more than 30 minutes after the specified early arrival time. Depending upon travel distance and other customer trips already scheduled for that service day, the pickup window may begin as much as 60 minutes prior to the specified opening time in order to ensure that the customer will not be traveling on the Handy Ride vehicle for more than 1 hour prior to arrival time.

- iii. No-later-than Pick-up: If a customer must leave a location no later than a specified time, i.e. a facility closes at 6 p.m., the reservationist will offer one or more pickup windows that will ensure that the customer is picked up not later than and up to 60 minutes prior to the specified closing time.
- iv. No-earlier-than Pick-up: If the Customer has requested not to leave his/her pick up location before a specified time, the reservationist may offer one or more pick up window choices, for which the start of the window is after the specified time.

To read:

- 6.2 Reservations** Eligible riders will be asked to contact Handy Ride at least one (1) day and up to two (2) days in advance to make a trip reservation. When placing a trip request, riders will be requested to give point of origin, point of destination and number of persons in the party. Upon making a trip reservation, riders will be advised of the promised pickup time for their trip and advised that the Handy Ride vehicle may arrive **from the appointment time** to 30 minutes after that promised time.

Contractor will not be permitted to restrict or prioritize ADA trip requests based on trip purpose.

In accordance with the ADA, call takers shall negotiate the pickup time for a requested trip up to one hour before to one hour after the requested travel time unless the rider indicates a delivery time or pickup time constraint which prohibits their being delivered or picked up either before or after a specific time. In the event of a delivery or pick up time constraint, the following policies shall apply:

- i. No-later-than Delivery: If an appointment time has been specified, the reservationist will offer one or more pickup windows that will ensure that the customer arrives within 30 minutes of and not later than the specified appointment time. Depending upon travel distance and other customer trips already scheduled for that service day, the pickup window may begin as much as 90 minutes prior to the specified appointment time in order to ensure that the customer will not be traveling on the Handy Ride vehicle for more than 1 hour prior to his/her arrival time. The appointment time must be entered into Trapeze and must be printed on the driver manifests.
- ii. No-earlier-than Delivery: If the customer is unable to arrive at a location prior to a specified time, the reservationist will offer one or more pickup windows that will ensure that the customer will arrive not

before and no more than 30 minutes after the specified early arrival time. Depending upon travel distance and other customer trips already scheduled for that service day, the pickup window may begin as much as 60 minutes prior to the specified opening time in order to ensure that the customer will not be traveling on the Handy Ride vehicle for more than 1 hour prior to arrival time.

- iii. No-later-than Pick-up: If a customer must leave a location no later than a specified time, i.e. a facility closes at 6 p.m., the reservationist will offer one or more pickup windows that will ensure that the customer is picked up not later than and up to 60 minutes prior to the specified closing time.
- iv. No-earlier-than Pick-up: If the Customer has requested not to leave his/her pick up location before a specified time, the reservationist may offer one or more pick up window choices, for which the start of the window is after the specified time.
- v. If a reservationist or dispatcher is unable to schedule the pick up within the requirements stated above, the trip must be coded as a denial whether the customer accepted the trip or not. If only one leg of a round trip can be reserved and the rider declines the trip, it must be tracked as 2 denials.

9. Change section 6.2 under “Reservations, Scheduling and Dispatching” from:

6.3 Scheduling Within the requirements established by the ADA, Contractor’s scheduling staff will organize trip requests for Handy Ride service so as to meet or exceed the service standards defined herein. Handy Ride shall be operated as a shared-ride service.

City will provide Contractor with Trapeze software and operating licenses for use in the reservations, scheduling and dispatch of Handy Ride paratransit services. Contractor will be required to provide the technical expertise and support staff necessary to:

- train Handy Ride staff as needed in the use of Trapeze;
- provide customized performance reports and operating data;
- ensure that Handy Ride scheduling staff are knowledgeable of and apply the tools and techniques in Trapeze designed to optimize vehicle schedules; and
- monitor the use of Trapeze and the performance on Handy Ride services on at least a semi-annual basis and identify potential improvements and opportunities for retraining and specialized training.

To read:

- 6.3 Scheduling** Within the requirements established by the ADA, Contractor's scheduling staff will organize trip requests for Handy Ride service so as to meet or exceed the service standards defined herein. Handy Ride shall be operated as a shared-ride service.

Schedulers may NOT alter the scheduled pick-up time without contacting the customer. Any changes made to the scheduled time that is outside the requirements as listed above will be considered and tracked as a trip denial.

City will provide Contractor with Trapeze software and operating licenses for use in the reservations, scheduling and dispatch of Handy Ride par transit services. Contractor will be required to provide the technical expertise and support staff necessary to:

- train Handy Ride staff as needed in the use of Trapeze;
- provide customized performance reports and operating data;
- ensure that Handy Ride scheduling staff are knowledgeable of and apply the tools and techniques in Trapeze designed to optimize vehicle schedules; and
- monitor the use of Trapeze and the performance on Handy Ride services on at least a semi-annual basis and identify potential improvements and opportunities for retraining and specialized training.

10. Add section 6.6 as follows:

6.6 Ride Time Policy:

For Handy Ride trips, acceptable on-board travel times as compared to similar Fixed Route trips shall be computed as shown below. As a goal, 100% of Handy Ride trips will have a ride time of 90 minutes or less.

Fixed Route Travel Time	Acceptable Handy Ride Trip Times
0-30 minutes	Fixed Route time + 50%
31 – 60 minutes	45 minutes or Fixed Route time + 25%, whichever is greater
> 60 minutes	75 minutes or Fixed Route time + 10%, whichever is greater

11. Change 7.3 Incentives and Disincentives from:

Performance Measure	Definition	Standard	Incentive	Disincentive
Passengers per Vehicle Service Hour	The average number of unlinked passenger trips completed per vehicle service hour operated. City may increase standard by 0.1 upon third consecutive month of achieving incentive.	2.3 or greater	\$2,500 per month at 2.4 or higher productivity	\$2,500 per month at less than 2.2 productivity

On-Time Performance	Percentage of pick-ups made within 5 minutes before to 30 minutes after the scheduled time. City may increase standard by 1.0% upon third month of achieving incentive.	Ninety-One percent (91%)	\$500 for each month at 95% or above	\$500 monthly for each percent at or below 90% on-time
Average Telephone Hold Time	Average time telephone calls to the Handy Ride call center are kept on hold	Less than 90 seconds	\$500 for each month at less than 60 second average hold time	\$500 for each month above 90 second average hold time
Single Customer On Hold	Length of time an individual customer is on hold	95% of calls answered in 3 minutes, 99% of calls in five minutes	None	Calculated Monthly at \$10 per call each hold length for over 5 minutes outside of the 1% allowed, with daily penalties capped per Table A.
Will-Call Wait Time	The maximum time between a will-call passenger's call to be picked-up and the vehicle's arrival.	Ninety percent 90% within 90 minutes	None	None
Ride Time	The average ride time between pick-up and drop-off.	75% within 60 minutes 100% within 90 minutes	None	None
Trip Denials	Failure to negotiate an acceptable trip within ADA guidelines . See "Trip Denial" definition above.	Zero denials	None	None
Late Trips	Vehicle arrival more than 30 minutes but less than 60 minutes after the scheduled pick-up time and passenger chooses to take the ride.	No more than 5% of all scheduled trips per month	None	\$50 for each late trip exceeding standard
Missed Trip	Vehicle arrival more than 30 minutes but less than 60 minutes after the scheduled pick-up time and passenger does not appear or chooses not to ride.	No more than 2% of all scheduled trips per month	None	\$50 for each missed trip exceeding standard

Service-Delivery Failures	Failure to arrive within 61 minutes after the scheduled pick-up time, whether or not the passenger is transported.	Zero-service delivery failures	None	\$500 for each service delivery failure >20 in a month
Road Calls	Average number of vehicle service miles between road calls.	(to be determined)	None	None

To read:

Table A.

Performance Measure	Definition	Standard	Incentive	Disincentive
Passengers per Vehicle Service Hour	The average number of unlinked passenger trips completed per vehicle service hour operated. City may increase standard by 0.1 upon third consecutive month of achieving incentive.	<u>Per Table B</u>	<u>\$250 per month for each one hundredth (0.01) above range established in Table B.</u>	<u>\$250 per month for each one hundredth (0.01) above range established in Table B.</u>
On-Time Performance	<u>Percentage of pick-ups made from the negotiated pick-up time to 30 minutes after the negotiated time.</u> City may increase standard by 1.0% upon third <u>consecutive</u> month of achieving incentive.	<u>Ninety-One percent (91%)</u>	<u>Incentives per Table C</u>	<u>Disincentives per Table C</u>
<u>On-Time Drop-off Performance</u>	<u>For time certain delivery or drop-offs, the percentage of drop-offs arriving within 30 minutes of and not later than the specified appointment time.</u>	<u>No less than 95% of trips with a defined delivery time will be performed on time.</u>	<u>None</u>	<u>None</u>
Single Customer On Hold	Length of time an individual customer is on hold	95% of calls answered in 3 minutes, 99% of calls in 5 minutes, <u>100% in 7 minutes</u>	None	Calculated Monthly at \$10 per call each hold length for over 5 minutes outside of the 1% allowed, with daily penalties capped per Table A.

Will-Call Wait Time	The maximum time between a will-call passenger's call to be picked-up and the vehicle's arrival.	90% within 90 minutes, <u>100% within 120 minutes</u>	None	None
Ride Time	<u>The time rider is on the vehicle between pick-up and drop-off.</u>	<u>See Ride Time Policy pg. 56. Of trips sampled 100% must be within the defined acceptable travel time.</u> 100% less than 90 minutes.	None	None
Trip Denials	Failure to negotiate an acceptable trip within ADA <u>regulations.</u> See "Trip Denial" definition above.	Zero denials	None	None
Late Trips	Vehicle arrival more than 30 minutes after the scheduled pick-up time and passenger chooses to take the ride	No more than 5% of all scheduled trips per month	<u>Incentives per Table D.</u>	<u>Disincentives per Table D.</u>
Missed Trip	Vehicle arrival more than 30 minutes after the scheduled pick-up time and passenger does not appear or chooses not to ride	No more than 2% of all scheduled trips per month	None	\$50 for each missed trip exceeding standard
Road Calls	Average number of vehicle service miles between road calls.	(to be determined)	None	None

12. Change 10.5(e)(i) "Reservations, Scheduling and Dispatch Staff" From:

- i. Handy Ride policies and procedures ~~as summarized in the Handy Ride Guide to Ride, most current version;~~

To read:

- i. Handy Ride policies and procedures;
- ii.

13. Add Table B to Section 7.3 below to reflect an expected "AVERAGE PASSENGER PRODUCTIVITY" scale based on overall Handy Ride system ridership. Incentives/disincentives shall be applied for performance outside stated ranges.

Table B.

Total Passenger trips	Average Passenger Productivity
200,000to< 210,000	2 to2.1
210,000to< 220,000	2.1 to2.2
220,000to< 230,000	2.2 to2.3
230,000to< 240,000	2.3 to2.4
240,000to< 250,000	2.4 to2.5
250,000 or greater	2.5

14. Add Table C to Section 7.3 below to apply “ON-TIME PERFORMANCE” incentive/disincentives. Incentives/disincentives shall be applied for performance outside stated ranges.

Table C.

On-Time Performance (%)	% over/ under 90%	Monthly (Dis)incentive <u>PER PERCENTAGE POINT (%)</u> over/under	
99 or greater	(9) - (10)	\$(500)	Incentive
97 to <99 %	(7) - (8)	\$(400)	
95 to <97 %	(5) - (6)	\$(300)	
93 to <95 %	(3) - (4)	\$(200)	
91 to <93 %	(1) - (2)	\$(100)	
90 to <90 %	0	0	
88 to <89 %	1 - 2	\$50	Disincentive
85 to <88%	3 - 5	\$100	
82 to <85 %	6 - 8	\$150	
78 to <82%	9 - 12	\$200	
74 to <78 %	13 - 16	\$250	
70 to <74%	17 - 20	\$300	
Less than 70%	21 - up	\$500	

*Numbers in Parenthesis indicate incentives

15. Add Table D to Section 7.3 below to apply “LATE TRIPS” incentive/disincentives. Incentives/disincentives shall be applied for performance outside stated ranges.

Table D.

% Late	Incentive/ Disincentive	
0 to <2	\$ 10,000.00	Incentive
2 to <3	\$ 6,000.00	
3 to <4	\$ 3,000.00	
4 to <5	\$ 1,000.00	
5 to <6	\$ -	
6 to <7	\$ 1,000.00	Disincentive
7 to <8	\$ 3,000.00	
8 to <9	\$ 6,000.00	
9 to <10	\$ 10,000.00	
10 to <11	\$ 15,000.00	
11 to <12	\$ 21,000.00	
12 to <13	\$ 28,000.00	
13 to <14	\$ 36,000.00	
14 to <15	\$ 45,000.00	

16. Change “Qualifications of Maintenance Manager” from:

16.3 Maintenance Management

- a. The CONTRACTOR shall designate and provide the services of a qualified Maintenance Manager/Foreman, subject to the approval of CITY. This individual may be the lead mechanic and shall be assigned to Handy Ride maintenance operations on a full-time basis. The Maintenance Manager/Foreman shall provide proactive resource management including but not limited to preventive maintenance scheduling and supervision, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of CONTRACTOR maintenance duties and responsibilities.
- b. The Maintenance Manager/Foreman shall have a minimum of three years of experience managing the maintenance functions of a paratransit bus shop similar in size and complexity to the services herein described.
- c. The Maintenance Manager/Foreman shall have a minimum of five years journeyman level experience with gasoline engines, CNG engines and systems, air conditioning systems, and wheelchair lifts.”

To read:

16.3 Maintenance Management

- a. The CONTRACTOR shall designate and provide the services of a qualified Maintenance Manager/Foreman, subject to the approval of CITY. This individual

may be the lead mechanic and shall be assigned to Handy Ride maintenance operations on a full-time basis. The Maintenance Manager/Foreman shall provide proactive resource management including but not limited to preventive maintenance scheduling and supervision, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of CONTRACTOR maintenance duties and responsibilities.

- b. The Maintenance Manager/Foreman shall have a minimum of three years of experience managing the maintenance functions of a paratransit bus shop similar in size and complexity to the services herein described. **Comparable experience in non-paratransit bus facilities may be substituted subject to the approval of the CITY.**
- c. The Maintenance Manager/Foreman shall have a minimum of five years journeyman level experience with gasoline engines, CNG engines and systems, air conditioning systems, and wheelchair lifts. **An associate degree/2-year certificate in automotive/truck repair from an accredited college may be substituted on a year per year basis.**

17. Add 7.3(d) as follows:

Performance incentives/disincentives for “ON-TIME PERFORMANCE” and “LATE TRIPS” will be measured for both 35 and 30 minute pickup/delivery windows during the first 120 day period after this amendment becomes effective. During this 120 day period, incentives/disincentives for these measures will be applied using a 35 minute pickup/delivery window to allow the contractor to adjust operational schedules and policies as necessary. At the completion of this 120 day adjustment period, ON-TIME PERFORMANCE” and “LATE TRIPS” incentives will be applied using the revised 30 pickup/delivery window.

18. Except as otherwise provided herein, the Agreement entered into by CITY and CONTRACTOR, dated February 14, 2013, and amended dated February 13, 2014, remains in full force and effect.

///

IN WITNESS WHEREOF, the Parties have executed this Contract Amendment No. 2 in Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

DIVERSIFIED TRANSPORTATION
SERVICES, LLC., (dba KEOLIS TRANSIT
AMERICA)
a California Limited Liability company

By _____

Name: _____

Title: _____

ATTEST:

YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
City Attorney's Office

By: _____
Brandon M. Collet Date
Deputy City Attorney

By: _____

Name: _____

Title: _____
(if corporation or LLC, Board Chair,
Pres. or Vice Pres.)

By: _____

Name: _____

Title: _____
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)