

ORDINANCE NO. 23-082

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A TRANSPORTATION SERVICES AGREEMENT BETWEEN THE CITY OF SANDUSKY AND FIRST TRANSIT, INC., OF LOMBARD, ILLINOIS, IN RELATION TO THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky is the designated recipient of Federal Transportation Administration (FTA) funding under Chapter 49, Section 5311 of the Code of Federal Regulations and the Sandusky Transit System serves the residents within the City of Sandusky, and Erie County; and

WHEREAS, the City issued a Request for Proposals (RFP) in January of 2023, in which one (1) service provider submitted a proposal, including technical and service costs, that were scored by an evaluation committee and as a result First Transit, Inc., was selected as the best proposal which provided the City the best value for the continued operation of the Sandusky Transit System; and

WHEREAS, the proposed agreement provides for a nine (9) month agreement commencing April 1, 2023, through December 31, 2023, at an agreed upon vehicle service per hour rate of \$48.14 with a monthly fixed fee of \$35,511.40 for 2023 and the City has the option to extend the contract for four (4) additional one (1) year terms beginning January 1st through December 31st; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the contract with First Transit, Inc., and allow for continued transportation services, without interruption of services, as the current contract expires on March 31, 2023; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This Commission hereby approves the Transportation Services Agreement, a copy of which is attached to this Ordinance marked Exhibit "1" and specifically incorporated as if fully rewritten herein, together with the proposal submitted by First Transit Inc., of Lombard, Illinois, which is on file in the office of the Transit Administrator, and the City Manager is authorized and directed to execute the Transportation Services Agreement on behalf of the City in

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substantially the same form of the Agreement attached to this Ordinance together with such revisions or additions as are approved by the Law Director as being consistent with the requirements of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 27, 2023

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of ____, 2023, by and between the City of Sandusky, 240 Columbus Avenue, Sandusky, Ohio 44870 (hereinafter referred to as "THE CITY"), and First Transit, Inc., with its national headquarters at 720 E. Butterfield Rd, Suite 300, Lombard, Illinois 60148 and local business offices located at _____ (hereinafter referred to as "FT").

WITNESSETH

WHEREAS, the City operates the Sandusky Transit System (STS) as a Small Rural Transit System under the guidelines of 49 USC 53 for which the City is designated recipient of Federal Transportation Administration funding under Title 49, Section 5311 of the United States Code; and

WHEREAS, as the result of a Request for Proposals for the Operation of the Sandusky Transit System issued on January 9, 2023 which includes RFP Question Responses from January 27, 2023, First Transit Inc. was selected as the best proposal to provide the City with competitive service costs and the best service for the continued operation of the Sandusky Transit System; and

WHEREAS, THE CITY desires to contract with FT to provide fixed route and para-transit on-demand transportation, logistics and related services (the "Transportation Service") for THE CITY using the City Fleet; AND

WHEREAS, FT is in the business of, and is an expert in, providing transportation and logistics services; FT maintains a staff of trained drivers and a fleet of buses in good working order (the "City Fleet"), and FT desires to utilize its expertise and assets to provide transportation, logistics and related services for THE CITY as set further herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration hereinafter contained, the parties agree:

SECTION 1: PURPOSE, TYPE, AND TERM OF CONTRACT

- 1.1 The Purpose of this Contract/Agreement is to provide for the undertaking of transportation services to the general public for the City of Sandusky, as described herein (including the Exhibits), by First Transit Inc. and to state the terms, conditions, and mutual understandings of the parties as to the manner in which this project will be undertaken
- 1.2 This contract shall be a unit price contract based on a vehicle hour of service rate and fixed monthly fee and compensation thereunder shall be in accordance with Section 3 Compensation and Billing.

- 1.3 The term of this Agreement shall be a nine (9) month term commencing 12:00 am (EST) on April 1st, 2023 and shall continue through to 11:59 pm (EST) on December 31, 2023. This Agreement may be extended for four (4) additional one (1) year terms by mutual agreement of the parties. The option years will be on a calendar year basis, January 1 through December 31 of each year. Written notice of each extension shall be given by THE CITY to FT at least ninety (90) days prior to the end of the initial term for the first extension and upon written notice of THE CITY to FT which is at least ninety (90) days prior to the end of each subsequent extension. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on January 1st during the term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 FT shall, during the term of this Agreement, maintain such vehicles and personnel (in quantity and capacity) as are required to fulfill THE CITY'S needs for transportation services as described in THE CITY'S Request for Proposals (the "RFP") and FT's Proposal. In the event of a conflict between these documents and the provisions of this Agreement, this Agreement will control. Otherwise, the terms of the RFP and FT's Proposal shall govern the parties' relationship, each incorporated by reference herein, in the following order of precedence: (1) this contract, (2) THE CITY'S RFP, including RFP Question Responses, 2023 STS Facility Maintenance Plan, and Vehicle Replacement Plan thereto, attached hereto as **EXHIBIT A** and (3) FT's Proposal, including all Addenda thereto, attached hereto as **EXHIBIT B**. FT's additional responsibilities shall include:
- a. Providing janitorial services for the facility, including trash removal;
 - b. Inspection of facility and maintaining routine facility maintenance checklist documentation;
 - c. Maintain cleanliness at 14 bus shelters and 188 bus stops as needed. Cleanliness to include a minimum of quarterly power washing of all shelters and non-sheltered stops as needed, and cleaning windows and removal of trash and loose debris as needed.
 - d. Ordering and installing safety equipment to be paid for by THE CITY, including a fire extinguisher, first-aid kit, blood-borne pathogen kit, two complete sets of wheelchair tie-down belts or devices, functioning communications equipment and a set of safety triangles, if needed;
 - e. Performing preventative maintenance, repair and cleaning of vehicles; and
 - f. Hiring and training of all personnel required to provide the Transportation Service.
- 2.2 THE CITY shall be responsible for establishing all policies related to the provision and operation of transit service, including, but not limited to, the following:
- a. Appointment of a Transit Administrator to serve as FT's point of contact and oversee all media inquiries pertaining to Transportation Service;
 - b. All marketing and promotion of Transportation Service;
 - c. Planning and conducting all citizen participation meetings and or/public hearings;

- d. Payment of invoices submitted by FT in accordance with the terms set forth in Section 3.1 hereto;
- e. Reimbursement of FT for all vehicle maintenance costs and procedures;
- f. Providing an adequate facility in the City of Sandusky for the required on-site administration/operations staff, storage of vehicles, maintenance and cleaning transit service vehicles for the use by FT, as well as all water, sewer, electrical and natural gas service required for the administration of the facility. The Service provider is responsible for payment of electricity usage in excess of 108,693KWH and Natural Gas usage in excess of 2,528.85CCF, within a 1-year period (January 1st to December 31st);
- g. Providing and leasing to FT the fleet of vehicles for the provision of the Transportation Service including all required equipment;
- h. Purchasing all fuel required for the operation of the Transportation Service; and
- i. Certification of eligible passengers under the Americans with Disabilities eligibility guidelines.

2.3 THE CITY and FT will consult on a regular basis concerning the Transportation requirements of THE CITY. In the event of increases or decreases in the number of residents requiring Transportation, or in routes or schedules, the number of vehicles and the number of spare vehicles will be adjusted accordingly. THE CITY may increase or decrease services to be provided by FT under this Agreement. However, where such increases or decreases materially impact the service levels or equipment levels required of FT under the assumed routes, schedules, and vehicle requirements contained in this Agreement, FT and THE CITY shall negotiate in good faith to adjust rates at which services are provided to cover increases or decreases in cost structure associated with such changes by THE CITY. For purposes of this Agreement, increases or decreases that “materially impact the service levels or equipment levels required” shall mean revenue hours + or - 10% of agreed upon revenue hours This section would also apply to an increase or decrease to the number of service hours or the like which would effect the fixed costs associated herein, meaning if the City reduces the service hours greater than 5% then the parties agree to negotiate in good faith a reduction of the contract price especially, but not limited to, the fixed costs.

2.3.1 Changes to this Contract shall be effective only upon written agreement between the parties. The City and FT shall renegotiate the rates contained in Section 3 of this Contract in the event of any of the following events:

- (a) An increase or decrease of 10% or more of the projected number of vehicle hours as detailed in Section 3.4 of this agreement ;
- (b) An increase in the mandatory minimum wages of benefits to be paid to FT employees as the result of an act of any governmental entity with jurisdiction of the FT; or
- (c) Changes to the costs of the FT as the result of changes to any law, rule or regulation subsequent to the execution of this Contract.

- 2.3.2 Any proposed changes to this Contract that is agreed upon by the City and FT must not alter the agreement between the City and ODOT. Any change that would alter the City's contract with ODOT must receive approval from ODOT prior to being effective.
- 2.4 THE CITY must notify FT in writing within ten (10) calendar days of discovery of an incident and THE CITY'S intent to assess any liquidated damages for a violation of a performance standards. FT shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages.
- 2.5 In the event that there are any Schedule Readjustments, FT shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may be assessed for the impacted routes, while FT makes operational adjustments to meet THE CITY requirements. No liquidated damages will be assessed during the first sixty (60) days of the initial contract period.

SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for services rendered hereunder, THE CITY shall pay to FT all sums due and owing and calculated in accordance with the gate to gate Variable Expense per Hour rates and Monthly Fixed Fee set forth in **Exhibit C- Rates**, and pricing will be held firm as provided in said rate sheet for the initial term of this Agreement, unless with the written consent of THE CITY, as provided herein. In addition, all maintenance costs will be billed by FT to THE CITY as a pass-through cost and FT will be reimbursed by THE CITY for all actual costs of performing the maintenance services in accordance with this Agreement. Such costs include, but are not limited to, labor (including wages, benefits employment taxes, and workers' compensation insurance for all labor personnel), parts (including tires), vehicles body damage repairs, third party vehicle repairs, (including but not limited to alignments, body work, etc.), fluids, maintenance related incidentals (including but not limited to shop towels, waste oil removal, etc.) and other expenses incurred by FT in performing the maintenance services. Not later than the 5th working day after the end of each month during the term of this Agreement, FT will submit to THE CITY a statement of its services rendered during the prior month, including an itemized accounting of all maintenance costs included with each invoice.
- 3.2 **PAYMENT TERMS.** City shall pay FT within 30 days of receipt of FT's invoices. FT may cease to provide services under this Contract should The City fail to compensate FT for services rendered within the time period specified herein.
- 3.21 **DISPUTED INVOICES.** In the event City disputes any portion of FT's invoice, City shall notify FT in writing within fourteen (14) days of receipt of FT's invoice. City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of FT's invoice.

- 3.22 DISPUTE RESOLUTION. FT and City shall meet within fourteen (14) days of FT's receipt of City's notice of a disputed invoice to negotiate a resolution to the dispute. In the event FT and City cannot resolve the dispute through negotiation, the dispute will be resolved in accordance with Section 30(below).
- 3.3 The revenue generated from STS shall be considered the property of the City. FT shall collect fares as directed by the City and shall credit the City on its monthly invoice for the amount of fares collected.
- 3.4 Projected Service Hours: The service shall be capped at 12,471 hours per quarter. The quarterly cap will be strictly enforced in order to ensure the sustainability of the service. Any hours in excess of the cap, may be paid in subsequent quarters, providing the quarterly cap is not exceeded. This will allow for the optimization of the service, and account for varying service days throughout the quarter as some months may have 20 service days while others may have 23, etc. It is understood that the priority of the services is as follows:
1. Fixed Route and ADA paratransit
 2. Contract dial-a-ride
 3. Non-Contract dial-a-ride

It is understood that the hours between the services will fluctuate from week to week. It is anticipated that the Fixed Route will average 8,594 service hours with the ADA paratransit and dial-a-rides to be 3,877 per quarter totaling 12,471 quarterly. The City and FT will jointly monitor the hours spent and adjust the Dial-A-Ride service per THE CITY'S instruction so as to not exceed THE CITY'S total budgeted hours. FT shall give THE CITY at least Fifteen (15) calendar days notice before exceeding the cap. FT shall not exceed the cap without written approval of THE CITY, said approval shall not unreasonably be withheld.

SECTION 4: FUEL

- 4.1 THE CITY shall, at THE CITY'S sole cost and expense, purchase all fuel required for operation of vehicles and performance of the services required hereunder.

SECTION 5: ROUTES AND SCHEDULES

- 5.1 THE CITY, in conjunction with and input by FT, shall be primarily responsible for planning all routes, stops and schedules per **Exhibit D Transportation Schedule**.
- 5.2 THE CITY has furnished FT with a list of stops and routes, including the approximate time of pick up and drop off for each stop, which shall be included on **Exhibit D**. FT will continue to run the fixed routes in accordance with the established route schedules set forth on **Exhibit D**. FT shall utilize the Trapeze software provided by THE CITY to schedule the paratransit service for each service day.

- 5.3 FT will coordinate with THE CITY routes to be operated 7 days a week and during holiday periods or times of reduced services. This should occur thirty calendar (30) days in advance of such periods.

SECTION 6: RECORDS AND REPORTS

- 6.1 FT shall provide within ten (10) calendar days of any request, those reports and records which may be reasonably requested by THE CITY pertaining to passengers, routes, stops, mileage audits, on-time performance and other information having to do with daily operations. The City shall inform FT immediately (within 24 hours) of any public records request or other such request for information or documents what are clearly marked "Confidential and Proprietary." FT will have 5 calendar days aer notice from the City of said request to file any appropriate injunction, restraining order, or any other such legal action. After the expiration of the 5 calendar days the City may produce any such documents in response to the request and shall not be held liable to FT for doing so.
- 6.2 FT shall establish and maintain in accordance with requirements and established by the City, the Ohio Department of Transportation (ODOT), and the Federal Transit Administration (FTA), separate accounts for the Project either independently or within its existing accounting system to be known as the Project Account. All cost charged to the Project, including any approved services contributed by FT, or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges in accordance with the rules and regulations of the City, ODOT and FTA. All checks, invoices, vouchers, orders or other accounting documents in whole or in part to the extent feasible, shall be kept separate and apart from all other such documents.
- 6.3 All accounting records shall be retained for three (3) years following payment of the final payment or completion of audit whichever is later, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case FT agrees to maintain the same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- 6.4 FT shall submit to the City at such times as the City may require such financial statements, records, and other fiscal documents as may be deemed necessary by the City, ODOT or FTA.
- 6.5 An annual audit shall be conducted. FT shall permit the City, ODOT, the FTA Administrator, the Comptroller General of the Unites States, or their agents or any of their authorized representatives to inspect all vehicles, facilities and equipment purchased by the City, including those obtained through the Project, all

transportation services rendered by FT by the use of such vehicles, facilities and equipment, and all relevant Project data and records. FT shall also permit the City, ODOT, the FTA Administrator, the Comptroller General of the United States, or their agents or any of their authorized representatives to audit the books, documents, papers, records, and accounts of FT pertaining to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- 6.6 FT agrees the City shall be permitted to inspect all work, materials, payrolls and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project. FT further agrees to allow the City to participate in the management of the Project, including but not limited to the hiring and appointment of Project personnel.
- 6.7 FT shall immediately notify THE CITY, or its designated representative, by telephone and confirm as soon as practicable in writing, of the occurrence of any incident involving riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers. Written notification shall contain a full and complete statement of all relative facts including police case number when available.
- 6.8 FT shall provide all data required for monitoring and evaluation of the Project requested by the City, ODOT, and/or FTA. FT shall provide operating data, including but not limited to, ridership, vehicle hours of service, operation costs and revenues to the City for submission to ODOT as periodically required.

SECTION 7: INDEMNIFICATION

- 7.1 FT agrees to indemnify, hold harmless, protect, and defend THE CITY, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by FT's gross negligence in the performance of this Agreement, except to the extent such claim or demand arises from THE CITY's own negligence or willful misconduct, passenger-upon-passenger violence, or FT's good faith adherence to THE CITY's policies, procedures, certifications or directives.

SECTION 8: INSURANCE

- 8.1 FT agrees to provide continuous insurance coverage for the following:
 - A. Automobile Liability insurance, with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000). Any deductible on such policies will be paid by FT. The City, ODOT, and FTA shall be named as additionally insured on all liability policies. All accidents must be reported within twenty-four (24) hours of Service Provider's

knowledge of occurrence.

- B. Comprehensive General Liability Coverage, with a minimum combined single limit of bodily injury and property damage of three million dollars (\$3,000,000) per each occurrence. Said coverage, which will protect FT, City, ODOT and FTA from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project by FT. FT agrees to protect, defend, indemnify and hold harmless the City, its officers, employees and agents against any and all charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this contract and/or performance hereof and resulting from the negligence or intentional misconduct of Service Provider, except to the extent that such charges, professional fees or other expenses or liabilities are the result of the negligence of the City or its employees, subcontractors or agents. FT further agrees to investigate, handle, respond to, and defend any and all such claims and to absorb all associated costs, even if such claims are groundless, false or fraudulent

- 8.2 FT agrees to provide THE CITY on an annual basis, certificates of insurance, naming THE CITY as an additional named insured on its policies for claims arising under this Agreement.

SECTION 9: FORCE MAJEURE

- 9.1 In the event FT is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, pandemic, governmental action or any other condition or cause beyond FT's control, upon satisfactory evidence of such cause(s) being, THE CITY shall excuse FT from performance under this Agreement until such act or occurrence has been abated, or THE CITY decides to terminate the Agreement, as long as the cause is not the fault or negligence of FT. In the event that FT is unable to perform its duties hereunder as a result of such act(s) or occurrence(s), THE CITY will be excused from any payment obligations as provided in this Agreement unless and until FT begins providing services again as provided hereunder, unless the Agreement is terminated as otherwise provided in this Agreement.
- 9.2 The City may be excused from performing its obligations under this Contract during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incident of fire, flood, or strike; acts of God; acts of Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the

federal, state or local government; national fuel shortage or drastic increase in price; provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of the City.

SECTION 10: CHANGES IN SCHEDULE or CONTRACT

- 10.1 Whenever (a) inclement weather or impassability of roads occurs, (b) a scheduled route is canceled or delayed, or (c) a route is scheduled for other than regular start or end times, THE CITY shall notify FT not later than 5:00 pm the evening before (a) the first regularly scheduled route impacted by the weather; (b) the route time of a canceled or delayed ride, or (c) the scheduled time for a pick-up that is for other than the regular start or end times. In the case of if THE CITY does not notify FT about cancelled routes by 5:00 pm the night before such cancellation, THE CITY shall pay FT a minimum of 25% of the revenue hours scheduled for that day or the actual service hours performed, whichever is greater.
- 10.2 Notwithstanding the foregoing, in the event of circumstances which necessitate expedited service for rider health or safety reasons, the FT and THE CITY shall cooperate to facilitate orderly transportation of riders in the most efficient manner possible in light of the circumstances presented.

SECTION 11: SAFETY PROGRAM

- 11.1 FT shall be responsible for implementing and maintaining annually a comprehensive transportation safety program.
- 11.2 FT's employees shall not be required to perform any medical functions for passengers.

SECTION 12: MANAGEMENT PERSONNEL

- 12.1 FT shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be FT's liaison to THE CITY. FT will designate a crisis management contact person for emergency contact with THE CITY. Prior to the start of the term of this Agreement, FT shall inform THE CITY of the name(s), contact telephone number(s) and address(es) of such management personnel.
- 12.2 THE CITY shall employ management personnel who shall be responsible for coordination of the transportation requirements of THE CITY to be furnished under this Agreement and who shall be THE CITY's liaison to FT. THE CITY will designate a crisis management contact person for emergency contact with FT. Prior to the start of the term of this Agreement, THE CITY shall inform FT of the name(s), contact telephone number(s) and address(es) of such management personnel.

SECTION 13: OPERATIONS PERSONNEL/DRIVERS

- 13.1 FT shall employ a sufficient number of qualified drivers and support personnel to assure THE CITY of continuous, reliable, safe, and on -time service. Such personnel shall meet all regulatory requirements and the requirements set forth in **Exhibit B- Request for Proposals**. All qualified drivers and support personnel must be able to speak and understand the English language.
- 13.2 FT shall take reasonable steps to prevent its employees from exposing any rider to impropriety of word or conduct. FT shall not knowingly permit its drivers to smoke on the vehicle, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any vehicle.
- 13.3 FT shall be responsible for hiring and discharging personnel employed by FT to perform its obligations hereunder; provided, however, that THE CITY shall have the right to request FT to remove from service to THE CITY any employee who, in THE CITY's sole discretion, is deemed unsuitable for the performance of transportation services for THE CITY; and provided, further, that THE CITY shall make such request in writing, state the reasons therefor and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations. To the extent permitted by law, THE CITY shall indemnify, defend, and hold FT harmless from and against all claims, expenses, or liabilities by or to a removed FT employee arising from the removal of that employee based on THE CITY's request.
- 13.4 FT shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance with applicable laws, rules, regulations, and the policies and procedures of THE CITY. THE CITY shall advise FT of THE CITY's requirements for training or qualification for drivers or driver/trainers. FT will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing THE CITY's participants. FT agrees that each driver shall:
- 13.4.1 Possess a valid license or permit issued by the State of Ohio authorizing such person to operate a vehicle.
- 13.4.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which would limit safe operation of a vehicle. The physical examination shall be conducted prior to employment and periodically thereafter.
- 13.4.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.

13.4.4 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Findings for such tests shall be a condition of employment.

13.4.5 Follow all Medicaid Rules for compliance.

SECTION 14: TRAINING REQUIREMENTS

14.1 FT shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. THE CITY shall have the right to review course content.

SECTION 15: EQUIPMENT

15.1 All equipment supplied by FT in performance of this Agreement shall meet or exceed the standards established by the applicable laws and regulations. FT shall maintain and insure the vehicles provided by THE CITY to be used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.

15.2 In the event that THE CITY or any governmental agency imposes additional equipment requirements other than those set forth above on FT's vehicles during the term of this Agreement which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the vehicles, the expense of such equipment installation shall be billed to THE CITY as a pass-through expense.

15.3 The equipment and facilities used by FT shall be maintained at a high level of safety, cleanliness, and mechanical soundness.

SECTION 16: ASSIGNMENT

16.1 This Agreement shall not be assigned by the parties hereto, without the written consent of THE CITY, which consent shall not be unreasonably withheld or delayed, except that FT may assign this Agreement without the consent of THE CITY if the assignment is made to a parent, subsidiary, related or affiliated company of FT, notice shall be given to THE CITY of the assignment. No assignment shall release FT, its assignors, employees, or agents from any obligations of this Contract.

16.2 No subcontracts shall be permitted without first being submitted to THE CITY for review and approval.

SECTION 17: TERMINATION

17.1 The City may, by written notice to FT, terminate the Project and cancel this contract for any of the following reasons:

- 1) ODOT notifies the City of the termination of this Project without cause. City shall reimburse FT reasonable closeout costs should City terminate the Project prior to the end of the term or any extension term if the reason for termination is other than breach or default of FT.
- 2) FT discontinues providing rural public transportation services as described in the Application approved by ODOT and FTA or in approved modifications, thereto.
- 3) FT takes any action pertaining to this Contract without the approval of the City and which under the procedures of this contract would have required the approval of the City.
- 4) The commencement, prosecution, or timely completion of the Project by FT if for any reason is rendered improbable, impossible, or illegal.
- 5) FT is in default under any provision of this contract which default remains uncured following thirty (30) days written notice of default.
- 6) Sufficient Federal and/or State funding is not made available to the City for the operation of rural public transportation services. It is understood that funding provided to the Service Provider by the City is contingent upon a sufficient level of funding being available to the City through the FTA and ODOT. Should, at any time, sufficient Federal and/or State funds not be available to the City for the operations of rural public transportation services, the City may suspend or terminate the Project and cancel this contract as stipulated in in this section. In the event the Contract is terminated by City, FT shall be paid for services provided through the date of termination plus its reasonable termination costs. FT shall not be required to provide service if no funding is available.

17.2 In the event the Contract is terminated by City, except for default of FT, FT be paid for services provided through the date of termination plus its actual and reasonable termination costs

SECTION 18: SURVIVAL

18.1 The mutual obligations described in Compensation and Billing, and Indemnification hereof shall survive the termination or expiration of the Agreement.

SECTION 19: STATUS OF FIRST TRANSIT

- 19.1 It is expressly understood that FT is an independent contractor and not the agent, partner, or employee of THE CITY. FT and FT personnel are not employees of THE CITY and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. FT shall not have any authority to enter into any contract or agreement to bind THE CITY and shall not represent to anyone that FT has such authority.

SECTION 20: SEVERABILITY

- 20.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void, or in contravention of any applicable law, the remainder of the Agreement and provisions shall be deemed to be separate and severable from the violating provision(s) and thus shall remain in full force and effect.

SECTION 21: EXTENSION AND MODIFICATION

- 21.1 FT and THE CITY may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

SECTION 22: NOTICE TO PARTIES

- 22.1 All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the certified mail.

Notices to THE CITY shall be addressed to:

City of Sandusky
Attention: James A. Stacey III, Transit Administrator
240 Columbus Avenue
Sandusky, OH 44870

With a copy to:

City of Sandusky
Attention: , Assistant Law Director
240 Columbus Avenue
Sandusky, Ohio 44870

Notices to FT shall be addressed to:

First Transit Inc.
Attention: Patrick Smith
1049 Ashfield Way
Greensburg, PA 15601

With a copy to:

First Transit Inc.
720 Butterfield Rd., Suite 300
Lombard, IL 60148
Attention: General Counsel

- 22.2 THE CITY or FT may change their address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

SECTION 23: ENTIRE AGREEMENT

- 23.1 This Agreement, along with the RFP, City of Sandusky, Sandusky Transit System(STS) the FT proposal and other exhibits hereto, sets forth the entire agreement between THE CITY and FT concerning the subject matter hereof. There are no representations, either oral or written, between THE CITY and FT other than those contained in this Agreement and attachments. If there is a conflict between the Agreement, RFP and the proposal or exhibit hereto, the Agreement controls.

SECTION 24: COMPLIANCE WITH THE LAW

- 24.1 Notwithstanding any contrary provision in this Agreement, FT shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.
- 24.2 FT shall be required to comply with all of the Federal requirements listed in Appendix A. FT shall also comply with any and all additional regulations, requirements, etcetera that may be required as part of the Rural Transit Program
- 24.3 FT agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 18579h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibits the use under non-exempted Federal Contracts, grants, loans of facilities included on the EPA list for Violating Facilities. FT shall report violations to THE CITY, ODOT, FTA, and the US EPA Assistant Administrator for enforcement.

- 24.4 FT shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation plan issued in compliance with the Energy and Policy Conservation Act (42 USC 6321 et. esq.).
- 24.5 The Contract includes, in part, certain standard terms and conditions required by the FTA as set forth in Appendix A, which are incorporated by reference and made a part of the Contract as if fully rewritten herein. FT shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed in Appendix A of the Contract as they may be amended or promulgated from time to time during the term of the Contract. Further, FT shall comply with all applicable statutes, regulations, executive orders, FTA circulars, the FTA Master Agreement, other Federal and State administrative requirements, and permits in carrying out the Contract. FT's failure to comply shall constitute a material breach of contract. All FTA mandated requirements shall be deemed to control in the event of a conflict with other provisions contained in the Contract. FT shall not perform any act, or refuse to comply with any City requests that would cause THE CITY to be in violation of any FTA terms and conditions.
- 24.6 FT shall not have or perform any personal conflicts of interest, organizational conflicts of interest, debarment and suspension, collusion, fraud, false or fraudulent statements and claims and related acts, prohibitions against exclusionary or discriminatory specifications, interest of members or delegates to Congress, bonus or commission, lobbying or any other questionable or unethical actions that could compromise the integrity of this project. Additionally, no person under FT's employ, that presently exercises any functions or responsibilities in connection with THE CITY or projects or programs funded by THE CITY, shall have any personal financial interest, direct or indirect, in the Contract. Throughout the performance of the Contract, no person having such conflicting interest shall be employed by FT. Any such interest, on the part of FT or its employees, shall be disclosed in writing to THE CITY.
- 24.7 The Contract is intended for the exclusive benefit of THE CITY and FT to any contract arising there from and the respective successors and assigns of the same, and nothing contained in the Contract shall be construed as creating any rights or benefits in or to any third party.
- 24.8 FT's procurement and procurement system shall comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1F, "Third Party Contracting Requirements", and other implementing requirements FTA may issue. FT shall include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and shall ensure that each sub-recipient and FT shall also include in its sub-agreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

24.9 LABOR PROTECTION.

During the performance of this Contract, FT agrees to comply with the following:

Labor Provisions

- 1) Overtime Requirements: FT shall not require or permit any laborer or mechanic to work in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his or her rate of pay for all hours worked in excess-of forty hours in such work weeks.
- 2) Violation: Liability for Unpaid Wages, Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b) (l) of 29 CFR Section 5.5, FT is responsible therefore shall be liable for the unpaid wages. In addition, FT shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (l) of 29 CFR Section 5.5.
- 3) Withholding for unpaid wages and Liquidated Damages: US DOT or ODOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by FT under this Contract or any other Federal contract with FT, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by FT, such sums as may be determined to be necessary to satisfy any liabilities of FT for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- 4) Non-construction Grants: FT shall maintain payrolls and basic payroll records during the course of the work and shall preserve for a period of three years from the completion of this Contract for all laborers and mechanics, including guards and watchman, working on the Project. 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. Further, FT shall insert in any subcontract a clause providing the records to be maintained under this paragraph shall be made available by the subcontractor for inspection, copying, or transcript by authorized representatives of US DOT and the Department of Labor. FT shall permit such representatives to interview employees during working hours.
- 5) Subcontracts: FT shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. FT shall be

responsible for compliance by any lower tier subcontractor with the clauses set forth in subparagraphs (1) through 5) of this section.

24.10 EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS REQUIREMENTS

In connection with the execution of this contract, FT shall not discriminate against any employee or applicant for employment or use of the transportation service provided because of race, religion, color, sex, age, or national origin. FT shall take affirmative action to ensure the applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, and selection for training including apprenticeship.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, FT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, FT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Service Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. FT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, FT agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, FT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, FT agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, FT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, FT agrees to comply with any implementing requirements FTA may issue.

(3) FT also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(4) FT shall document such affirmative action efforts by providing THE CITY with data relating to the sex, race, age, and classification of each employee of FT's organization.

24.11 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.

FT must comply with the Americans with Disabilities Act. FT agrees that as a condition to this Contract that no otherwise qualified disabled person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the City through funding by ODOT and FTA

(1) FT shall not be responsible for any violations of the complimentary paratransit provision of the Americans with Disabilities Act or its regulations for service denials in the event City does not authorize the number of vehicle hours required to meet all the trip demand. FT shall not be required to provide service without compensation. City shall be solely responsible for adopting operating policies which are in compliance with the ADA.

24.12 MINORITY AND DISADVANTAGED BUSINESS ENTERPRISES:

(1) Policy. It is the policy of US DOT that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.

(2) DBE Obligation. The City and FT agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard the City and FT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and the DBE Policy as established by the City of Sandusky to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

FT shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation related activities or for the provision of goods and services for the Project.

24.13 CIVIL RIGHTS ACT OF 1964 (TITLE VI).

FT will comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), The Regulation of DOT issued thereunder (CFR Title 49, Subtitle A, Part 21), and the requirements as identified in the attached Appendix A. See Section 25.10.

24.14 DRUG FREE WORKPLACE ACT. DRUG AND ALCOHOL TESTING.

FT will be required to implement a drug and alcohol testing program for all safety-sensitive personnel, per 49 CFR Part 655 and Part 40. FT will also be required to comply with the Drug-Free Workplace Act of 1988 as amended.

24.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

FT warrants that it will comply in all material respects with applicable HIPPA regulations when using or disclosing Protected Health Information received by subcontractor from or on behalf of the City. FT will ensure that all Protected Health Information obtained regarding participants in connection with the Agreement is held in strict confidence and is used only as required in the performance of FT's obligations. FT will provide HIPPA training to its entire location staff on an annual basis.

24.16 The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT and ODOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated July 1, 2010 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. FT shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions or ODOT requirements.

SECTION 25: PLACE OF CONTRACT/CONTROLLING LAW

25.1 This Agreement shall be governed by the laws of the State of Ohio. All references in this Agreement to the "state" shall mean the State of Ohio. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Ohio.

SECTION 26: DISPUTE RESOLUTION

26.1 The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between THE CITY and FT shall be referred to the Director of ODOT whose decision shall be final, unless either party thereafter seeks resolution in a Court of Law.

SECTION 27: CONTRA PROFERENTEM

27.1 The Parties acknowledge and agree that both parties have participated in the drafting of this Agreement, and any rule of law providing that ambiguities shall be construed against the drafting party, shall be of no force or effect.

SECTION 28: WAIVER

28.1 Failure of either party to assert any right, which it has under this Contract, or to assess penalties as provided, shall not act as a waiver as to that party's right to enforce the provisions of this Contract, or assess penalties in the future.

SECTION 29: DEFAULT

29.1 Neglect or failure of FT or the City to comply with any of the terms, provisions or conditions of this contract shall be an event of default. FT or the City shall correct its default or make substantial progress, as determined by the non-defaulting party, to correct the default within 30 days of receipt of written notice of default. In the event the defaulting party fails to cure the default within 30 days, then the non-defaulting party may terminate this Contract.

SECTION 30: AUTHORITY

30.1 Both parties warrant that they are properly authorized to enter into this Agreement.

SECTION 31: AWARD AND EXECUTION OF CONTRACT

31.1 The parties agree to mutually extend the time to execute this contract for 90 days in addition to the time allotted for in §153.12 of the Ohio Revised Code

SECTION 32: WAIVER OF LIQUIDATED DAMAGES

32.1 The City will waive liquidated damages for missed or late trips performed using contractor provided vehicles.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first hereinabove written.

First Transit, Inc.

City of Sandusky

By: _____

By: _____

Title: _____

Title: _____

First Transit, Inc.

Attest:

By: _____

By: _____

Title: _____

Title: _____

Attest:

By: _____

Title: _____

EXHIBIT "A"

CITY OF SANDUSKY'S REQUEST FOR PROPOSALS AND
ADDENDA (On File in Office of Transit Administrator)

DRAFT

EXHIBIT B

FIRST TRANSIT PROPOSAL (On File in
Office of Transit Administrator)

DRAFT

EXHIBIT C

RATE SCHEDULE

City of Sandusky / Sandusky Transit System					
Pricing based on actual expected hours					
COST ASSUMPTIONS AND DETAIL					
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
ASSUMPTIONS					
START DATE	4/1/2023 -	1/1/2024 -	1/1/2025 -	1/1/2026 -	1/1/2027 -
END DATE	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027
VEHICLE MILES OF SERVICE	587,843	783,791	783,791	783,791	783,791
VEHICLE HOURS OF SERVICE *	37,724	49,883	49,883	49,883	49,883
VEHICLE HOURS OF SERVICE (Full-Year)	49,883	49,883	49,883	49,883	49,883
VARIABLE EXPENSES					
DISPATCHING	\$156,760.38	\$212,884.30	\$218,632.18	\$224,535.25	\$230,597.70
ROAD SUPERVISOR	\$36,102.72	\$49,171.56	\$50,646.70	\$52,166.10	\$53,731.09
DRIVERS	\$919,493.19	\$1,264,185.06	\$1,338,431.18	\$1,379,367.98	\$1,428,854.96
FRINGE BENEFITS	\$373,278.28	\$506,819.73	\$548,889.49	\$586,780.10	\$624,191.82
INSURANCE	\$180,504.37	\$248,232.11	\$257,843.94	\$268,061.04	\$278,805.81
CORPORATE SUPPORT	\$73,690.47	\$101,067.98	\$106,340.90	\$110,489.85	\$114,934.75
FEE (PROFIT)	\$58,589.33	\$80,255.39	\$84,662.22	\$87,993.54	\$91,628.44
SAFETY/TRAINING EXPENSES	\$17,794.47	\$24,118.25	\$24,401.94	\$25,126.80	\$25,833.08
TOTAL VARIABLE EXPENSES	\$1,816,213.21	\$2,486,734.38	\$2,629,848.55	\$2,734,520.66	\$2,848,577.65
FIXED EXPENSES					
MANAGEMENT	\$114,001.79	\$156,075.70	\$160,259.07	\$164,555.45	\$168,967.95
FRINGE BENEFITS	\$33,738.63	\$46,967.81	\$48,931.48	\$50,983.66	\$53,128.52
OFFICE SUPPLIES	\$4,635.00	\$6,334.50	\$6,492.86	\$6,655.18	\$6,821.56
OPERATIONS EXPENSES	\$36,420.00	\$50,056.25	\$51,903.02	\$53,795.97	\$55,761.92
CUSTODIAL	\$2,250.00	\$3,075.00	\$3,151.88	\$3,230.67	\$3,311.44
MISCELLANEOUS (Technology, Telephone)	\$46,702.80	\$63,827.16	\$65,422.84	\$67,058.41	\$68,734.87
CORPORATE SUPPORT	\$31,320.79	\$43,314.85	\$45,574.67	\$47,352.79	\$49,257.75
FEE (PROFIT)	\$30,030.92	\$41,421.98	\$43,619.38	\$45,329.75	\$47,170.71
DEPRECIATION	\$18,252.71	\$23,754.21	\$22,687.83	\$21,995.00	\$22,276.39
VEHICLE LICENSE FEES	\$2,250.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53
TOTAL FIXED EXPENSES	\$319,602.62	\$437,917.46	\$451,225.73	\$464,235.06	\$478,807.64
TOTAL ANNUAL EXPENSES	\$2,135,815.83	\$2,924,651.84	\$3,081,074.28	\$3,198,755.72	\$3,327,385.29
PRICING OPTIONS					
OPTION 1					
VARIABLE EXPENSES PER HOUR	\$48.14	\$49.85	\$52.72	\$54.82	\$57.11
MONTHLY FIXED FEE	\$35,511.40	\$36,493.12	\$37,602.14	\$38,686.26	\$39,900.64
MAINTENANCE EXPENSES					
MAINTENANCE EXPENSES	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
WAGES	\$227,000.78	\$310,868.23	\$319,291.03	\$327,942.12	\$336,827.70
FRINGE BENEFITS	\$45,308.21	\$63,474.49	\$65,889.66	\$68,406.08	\$71,028.24
PARTS AND SUPPLIES	\$117,221.41	\$174,284.25	\$194,377.92	\$212,411.36	\$229,832.42
TOTAL MAINTENANCE EXPENSES (Note 1)	\$389,830.39	\$548,626.97	\$579,558.61	\$608,759.56	\$637,688.36
Note 1: Maintenance expenses are an estimate for informational purposes only. Actual expenses will be a pass-through charge to the City of Sandusky.					

EXHIBIT D
TRANSPORTATION SCHEDULE
(On File in Office of Transit
Administrator)

DRAFT

APPENDIX A
REQUIREMENTS OF THE FEDERAL TRANSIT
ADMINISTRATION

(On File in Office of Transit Administrator)

DRAFT