

**CITY OF CORONA
FIFTH AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH MV PUBLIC TRANSPORTATION, INC.
(RFP NO. 18-006SB – CONTRACTED FIXED ROUTE / CORONA DIAL-A-RIDE
(PARATRANSIT) TRANSPORTATION SERVICES)**

1. PARTIES AND DATE.

This Fifth Amendment to the Maintenance/General Services Agreement (“Fifth Amendment”) is made and entered into this _____ day of _____, 2024 by and between the City of Corona (“City”) and MV Public Transportation, Inc., a California corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Fifth Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated July 18, 2018 (“Agreement”), whereby Contractor agreed to provide Fixed Route/Dial-A-Ride (Paratransit) Transportation.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about August 13, 2018 (“First Amendment”). City and Contractor entered into that certain Second Amendment to the Maintenance/General Services Agreement on or about June 23, 2021 (“Second Amendment”). City and Contractor entered into that certain Third Amendment to the Maintenance/General Services Agreement on or about August 4, 2021 (“Third Amendment”). City and Contractor entered into that certain Fourth Amendment to the Maintenance/General Services Agreement on or about April 20, 2022 (“Fourth Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the fifth time to (1) extend the Agreement Term; (2) modify the Rates and Compensation; and (3) replace Exhibit “C-3” (Compensation) with Exhibit “C-4” (Compensation).

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“ 3.1.2 Term. The term of this Agreement shall be from July 18, 2018 to June 30, 2027 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written

consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Rates & Total Compensation. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“ 3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-4” (Compensation) attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed the following amounts without written approval of City’s Representative: (1) for each fiscal year (July through June), the annual costs indicated for Year 1 through Year 9 in Exhibit “C-4” (Compensation) attached hereto, Twenty Million, One Hundred Forty Eight Thousand, Five Hundred Seventy Three Dollars and Seventy Eight Cents (\$20,148,573.78) (“Total Compensation”). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Exhibit “C-3” (Compensation) as amended by the Fourth Amendment is hereby deleted in its entirety and replaced with Exhibit “C-4” (Compensation).

3.4 Continuing Effect of Agreement. Except as amended by this Fifth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fifth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Fifth Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Fifth Amendment.

3.6 Counterparts. This Fifth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**CITY’S SIGNATURE PAGE
FOR
FIFTH AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH MV PUBLIC TRANSPORTATION, INC.
(RFP NO. 18-006SB – CONTRACTED FIXED ROUTE / CORONA DIAL-A-RIDE
(PARATRANSIT) TRANSPORTATION SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Fifth Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Reviewed By: _____
Donna Finch
Community Services Director

Reviewed By: _____
Cynthia Lara
Community Assistance Manager

Reviewed By: _____
Sudesh Paul
Transit Program Manager

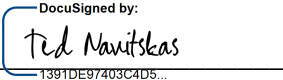
Reviewed By: _____
Yasmin Lopez
Purchasing Manager

Attest: _____
Sylvia Edwards
City Clerk

**CONTRACTOR'S SIGNATURE PAGE
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FIFTH AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH MV PUBLIC TRANSPORTATION, INC.
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MV PUBLIC TRANSPORTATION, INC.
a California corporation

By: 
Ted Navitskas
General Counsel and Executive Vice-President

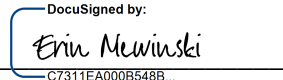
By: 
Erin Niewinski
Chief Financial Officer

EXHIBIT "C-4" COMPENSATION

Contracted Paratransit and Fixed Route Transportation Services
RFP 18-006SB

MV Transportation, Inc.
2711 N.Haskell Avenue Suite 1500
LB-2 Dallas, TX 75204

DETAILS OF COST BY YEAR									
Annual Cost - Retroprospective	Projected Revenue Hours		Revenue Hourly Rate	Revenue Hourly Rate	Total Annual Cost	Total Annual Cost	Original Contract Cost	Contract Actuals	Contract Utilized (Underrun)/Overrun
	Fixed-Route	Paratransit	(Fixed Route)	(Paratransit)	(Fixed Route)	(Paratransit)			
Year 1 - All routes/paratransit (Base Term)	12,165	12,663	\$ 63.11	\$ 63.11	\$ 767,733.15	\$ 799,161.93	\$ 1,566,895.08	\$ 1,520,943.43	\$ (45,951.65)
Year 2 - All routes/paratransit (Base Term)	14,753	15,955	\$ 62.69	\$ 62.69	\$ 924,865.57	\$ 1,000,218.95	\$ 1,925,084.52	\$ 1,680,866.27	\$ (244,218.25)
Year 3 - All routes/paratransit (Base Term)	14,723	16,753	\$ 63.31	\$ 63.31	\$ 932,113.13	\$ 1,060,632.43	\$ 1,992,745.56	\$ 1,397,925.67	\$ (594,819.89)
Year 4 June-Jan - All routes/paratransit (Option 1)	14,723	17,591	\$ 63.58	\$ 63.58	\$ 546,051.53	\$ 652,420.87	\$ 1,198,472.40		
Year 4 Feb-June - All routes/paratransit (Option 1)	14,723	17,591	\$ 73.78	\$ 73.78	\$ 452,609.56	\$ 540,776.66	\$ 993,386.22	\$ 1,611,823.75	\$ (580,034.87)
Year 5 - All routes/paratransit (Option 2)	14,753	18,740	\$ 77.84	\$ 77.84	\$ 1,148,373.52	\$ 1,437,704.80	\$ 2,586,078.32	\$ 2,164,226.28	\$ (421,852.04)
Annual Cost - Prospective	Projected Revenue Hours		Revenue Hourly Rate	Revenue Hourly Rate	Total Annual Cost	Total Annual Cost	Newl Proposed Annual Cost	Projected Contract Actuals	Proposed Utilized (Underrun)/Overrun
	Fixed-Route	Paratransit	(Fixed Route)	(Paratransit)	(Fixed Route)	(Paratransit)			
Year 6 - Option Pricing	14,753	18,740	\$ 83.17	\$ 83.17	\$ 1,227,007.01	\$ 1,536,149.90	\$ 2,763,156.91	\$ 2,763,156.91	\$ -
Year 7 - All Routes / paratransit (extensior	14,753	14,500	\$ 99.11	\$ 99.11	\$ 1,462,169.83	\$ 1,437,095.00	\$ 2,899,264.83	\$ 2,899,264.83	
Year 8 - All Routes / paratransit (extensior	14,753	14,500	\$ 102.38	\$ 102.38	\$ 1,510,412.14	\$ 1,484,510.00	\$ 2,994,922.14	\$ 2,994,922.14	
Year 9 - All Routes / paratransit (extensior	14,753	14,500	\$ 106.50	\$ 106.50	\$ 1,571,194.50	\$ 1,544,250.00	\$ 3,115,444.50	\$ 3,115,444.50	
Total							\$ 22,035,450.48	\$ 20,148,573.78	\$ (1,886,876.70)

Total \$20,148,573.78

Pursuant to Section 3.2.12 of the Agreement, a performance bond, as partial security against Contractor's failure to satisfactorily fulfill all of its obligations under this Agreement, will be required. The performance bond shall be in the amount of ten percent (10%) of the average of the first three contract year amounts (and then each subsequent annual amount). With respect to the City's management and oversight of Contractor's Performance Bond obligation, see additional obligations provided for in Section VII (Agency Oversight and Management) of Exhibit "A" (Scope of Services).

**SUPPLEMENT C TO FORM 60
VARIABLE RATE SCHEDULE**

PRICING FOR CHANGES IN REVENUE SERVICE HOURS AT 16% OR MORE

<u>+ / - CHANGE IN HOURS</u>	<u>RATE IF INCREASE</u>	<u>RATE IF DECREASE</u>
Year 1		
0 – 15%	\$ 63.11	\$ 63.11
16 – 25%	\$ 61.05	\$ 71.47
26 – 35%	\$ 59.96	\$ 74.92
Year 2		
0 – 15%	\$ 62.69	\$ 62.69
16 – 25%	\$ 60.72	\$ 70.55
26 – 35%	\$ 59.67	\$ 73.79
Year 3		
0 – 15%	\$ 63.31	\$ 63.31
16 – 25%	\$ 61.59	\$ 71.10
26 – 35%	\$ 60.53	\$ 74.28
Year 4 - June - January		
0 – 15%	\$ 63.58	\$ 63.58
16 – 25%	\$ 62.16	\$ 71.07
26 – 35%	\$ 61.13	\$ 74.05
Year 4 - February - June		
0 – 15%	\$ 73.78	\$ 73.78
16 – 25%	\$ 72.09	\$ 81.56
26 – 35%	\$ 70.88	\$ 84.84
Year 5		
0 – 15%	\$ 77.84	\$ 77.84
16 – 25%	\$ 76.45	\$ 85.84
26 – 35%	\$ 75.19	\$ 89.15
Year 6		
0 – 15%	\$ 83.17	\$ 83.17
16 – 25%	\$ 81.69	\$ 91.72
26 – 35%	\$ 80.34	\$ 95.26
Year 7		
0 – 15%	\$ 99.11	\$ 99.11
16 – 25%	\$ 92.02	\$ 113.72
26 – 35%	\$ 88.88	\$ 123.18
Year 8		
0 – 15%	\$ 102.38	\$ 102.38
16 – 25%	\$ 95.17	\$ 117.16
26 – 35%	\$ 92.09	\$ 126.67
Year 9		
0 – 15%	\$ 106.50	\$ 106.50
16 – 25%	\$ 99.04	\$ 121.68
26 – 35%	\$ 95.85	\$ 131.46