Contract Agreement No. 14-FSP-01
Amendment No. 1

This Amendment Number One to Contract No. 14-FSP-01 is made and entered into this 8th day of October 2015 by and between the SACRAMENTO TRANSPORTATION AUTHORITY (hereinafter referred to as “Authority”) and Five Star Tow & Transport, Inc. (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, Authority, a California local transportation authority, exists under the authority of Section §1800000 et seq. of the California Public Utilities Code;

WHEREAS, Authority and Contractor are currently parties to Contract Agreement No. 14-FSP-01, dated November 7, 2014 for Freeway Service Patrol (FSP) motorist assistance and towing services;

WHEREAS, financial constraints have forced Authority to make changes to the SacMetro FSP program; and

WHEREAS, Contractor has agreed to reduce the number of service trucks dedicated to this contract; and

WHEREAS, amendments contained herein provide for the continued maximum effectiveness of the SacMetro Freeway Service Patrol program to reduce traffic congestion given current limited financial resources;

NOW THEREFORE, in consideration of the conditions herein contained, Authority and Contractor do hereby agree as follows:

AGREEMENT

(Continued on next page)
1.0 AMENDMENTS TO THE CONTRACT

Contract 14-FSP-01 is hereby amended as follows where strikeouts are deleted text and bold is new, added text:

2.0 PERIOD OF PERFORMANCE

The period of performance shall be from April 1, 2015 through March 31, 2019. Authority and Contractor may execute a single one (1) year extension of the Contract period based on satisfactory performance of the Contract services.

3.0 PAYMENT

C. For its performance of services, Contractor shall be paid at the rate specified below.

FSP Services, per patrolling tow truck Hourly Rate: $62.50

FSP Services, per patrolling service truck Hourly Rate: $50.00

D. Fuel Cost Adjustment. The normal range of the price of fuel for the purposes of this Contract is $2.50 $3.50 to $3.50 $4.50 per gallon of diesel. In the event the average retail price for diesel fuel in Northern California falls below $2.50 $3.50 per gallon or rises above $3.50 $4.50 per gallon, a fuel cost adjustment (FCA) shall be calculated into the hourly rate of compensation on a bi-monthly basis as follows:

In billing periods where the average price of diesel fuel is above $3.50 $4.50/gallon:

\[(A - \$3.50 \$4.50) \times 3.25 = \text{FCA added to hourly rate specified above}\]

In months where the average price of diesel fuel is below $2.50 $3.50/gallon:

\[(\$2.50 \$3.50 - A) \times 3.25 = \text{FCA subtracted from hourly rate specified above}\]

6.0 INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, or employees.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

5. Umbrella Insurance: $1,000,000 $2,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance.
2.0 AMENDMENTS TO THE SCOPE OF WORK

The Scope of Services for Contract 14-FSP-01 is hereby amended as follows:

2. CONTRACTOR REQUIREMENTS

2.5 Insurance. Contractor, at its own expense, must obtain and maintain in effect for the duration of the Contract the following insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees:

F. Umbrella insurance in the amount of $1,000,000 $2,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

3. VEHICLES

3.1 Exclusive Use. Trucks shall be exclusively dedicated to the FSP program during FSP hours of operation for the entire term of Contract. Use of dedicated FSP trucks for rotation tow, auto club calls or other non-FSP calls during FSP hours of operation will result in the immediate termination of this Contract. Trucks specified this contract may be used for rotation tow, auto club calls or other non-FSP calls during non-FSP hours.

3.3 Tow Trucks. Requirements and specifications for tow trucks are as follows:

D. Not previously registered prior to the award of Contract

E. Less than 50,000 3,500 miles on the odometer at the start of Contract service

E. Minimum Gross Vehicle Weight Rating (GVWR) of 19,500 25,500 lbs.

9. BEAT AND COVERAGE DESCRIPTIONS

9.1 Beats. The FSP operates on selected freeway segments referred to as ‘beats’. Each beat has specified turnaround locations and designated drop locations identified by the CHP.

<table>
<thead>
<tr>
<th>Beat</th>
<th>Location</th>
<th>Vehicles</th>
<th>Normal Hours</th>
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| 5    | **Interstate 80**  
In Sacramento County between the Sacramento River and Business 80 | 1 tow truck  
1 service truck | Monday through Friday:  
- 6:30am-9:30am  
- 2:30pm-6:30pm |
| 6    | **Interstate 5**  
In Sacramento County between Elk Grove Blvd. and Elkhorn Blvd./ SR 99 | 2 tow trucks  
1 service truck | Monday through Friday:  
- 6:30am-9:30am  
- 2:30pm-6:30pm |
3.0 OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT

Except as specifically amended herein, all other terms and conditions of Contract Agreement No. 14-FSP-01 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Amendment as of the date indicated below.

FIVE STAR TOW & TRANSPORT, INC. SACRAMENTO TRANSPORTATION AUTHORITY

_________________________________  _______________________________________
Sonu Singh, President                  Brian A. Williams, Executive Director

_________________________________  _______________________________________
Date                                   Date