



CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

602 N. Staples, Corpus Christi, Texas 78401 | p. 361-289-2712 | f. 361-903-3578 | [www.ccrta.org](http://www.ccrta.org)

January 3, 2020

Ms. Marie Meisenbach Gaul  
Executive Vice President and  
Chief Financial Officer  
MV Transportation, Inc.  
2711 N. Haskell Ave, Suite 1500 LB2  
Dallas, TX 75204

RE: Paratransit and Small Bus Operations  
RFP No. 2013-PT-09  
Contract Modification No. 3

Dear Ms. Gaul:

This letter serves to inform you that the Corpus Christi Regional Transportation Authority (CCRTA) has agreed to modify Contract RFP No. 2013-PT-09 for Paratransit and Small Bus Operations with MV Transportation, Inc. to include the AV Shuttle Pilot Program. Congratulations on your award!

Enclosed please find the contract modification. Please verify, sign, date, and return it to my attention. A fully executed contract modification will be emailed to you. Contract RFP No. **2013-PT-09** must be referenced on all invoices submitted to the CCRTA. Please address invoices to: Corpus Christi RTA, Attn. Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401. Invoices addressed in any other manner may delay payment. Invoices may also be emailed to [AccountsPayable@ccrta.org](mailto:AccountsPayable@ccrta.org).

The Managing Director of Operations is the project manager for this contract. Please coordinate all details with him/her. He/she can be reached at (361) 289-2712, extension 3484.

Your prompt attention to this matter is greatly appreciated. We look forward to our continued business relationship with MV Transportation, Inc.

Yours truly,

Robert M. Saldaña  
Managing Director of Administration

Enclosures

## CONTRACT MODIFICATION

PROJECT: Paratransit and Small Bus Operations

CONTRACT MODIFICATION NO.: 3

CONTRACT NO.: RFP No. 2013-PT-09

DATE: January 3, 2020

CONTRACTOR: MV Transportation, Inc.

The Corpus Christi Regional Transportation Authority (CCRTA) has agreed to modify Contract RFP No. 2013-PT-09 for Paratransit and Small Bus Operations with MV Transportation, Inc. to include the AV Shuttle Pilot Program. This contract changes as per the following terms:

This Contract Modification amends that Paratransit and Small Bus Operations Contract (the "**Contract**") dated January 6, 2014, between the Corpus Christi Regional Transit Authority (the "**CCRTA**") and MV Contract Transportation, Inc., (the "**Contractor**").

WHEREAS, the Contract provides for certain paratransit and small bus operation services by Contractor for the CCRTA; and

WHEREAS, the CCRTA and the Contractor would like to contract for new services in a similar manner, pursuant to the Memorandum of Agreement (the "**MOA**") between Texas A&M University – Corpus Christi ("**TAMU-CC**"), a component of the Texas A&M University System, an agency of the State of Texas and the CCRTA for the Autonomous Vehicle Pilot Program on the TAMU-CC campus.

NOW, THEREFORE, the CCRTA and the Contractor agree to amend the Contract to provide as follows:

### SECTION 1 – SERVICES TO BE PERFORMED

The following section shall be added to Section 1 of the Contract:

- 1.3 The Contractor agrees to furnish an autonomous vehicle that is approximately 15.5 ft. long, 7 ft. wide, and 9 ft. tall, which can hold up to 13 passengers and operates at a speed of up to 15.53 mph, or substantially similar (the "**AV Shuttle**"). The Contractor will operate the AV Shuttle with predetermined stops at apartment complexes, buildings, parking lots and areas identified by the CCRTA on the TAMU-CC campus. The Contractor will also provide maintenance of the AV Shuttle, as more particularly described in the Scope of Work attached to the Contract.

### SECTION 2 – TERMS

Replace Section 2.1 of the Contract with the following section in order to extend the term to coincide with the end of the AV Shuttle Pilot Program under the MOA:

- 2.1 The term of this Contract shall be effective at 12:01 a.m. on *Monday, January 6, 2014* and end at 12:00 midnight on *Friday, December 31, 2021* subject to earlier termination as hereinafter provided. If the AV Shuttle program is suspended or terminated prior to December 31, 2021, the CCRTA shall pay MV an early termination fee to reimburse Contractor's costs for the AV Shuttle in an amount equal to: *(y) \$469,992, divided by (x) 24 months, multiplied by (z) the*

*number of months remaining in the term of the agreement.* All variable costs that can be cancelled will not be passed on to CCRTA, including maintenance, insurance, etc.

**SECTION 3 – COMPENSATION**

Replace Section 3.3 and 3.4 to add the AV Shuttle to the following sections:

- 3.3 Separate hourly rates shall be used to compensate Contractor for each of the following service classes and measurements: Paratransit per vehicle hour, Small Bus Operations per vehicle hour, Flexible Service per vehicle hour, Fleet Maintenance per work hour and Non-Revenue Vehicle Servicing per work hour. The rates for each of these service classes are calculated to reflect all operating costs for each service class except certain parts costs to be passed through to the CCRTA without mark-up where indicated below. Contractor shall be compensated for the AV Shuttle Pilot Program on a flat monthly fee basis; provided, however, that if Contractor's costs exceed the flat monthly fee, CCRTA will approve and pay all invoices for excess cost upon presentation of documentation evidencing the excess costs were actually incurred by Contractor.
  
- 3.4 The Paratransit service class hourly rates include all of the variable costs of service provision, including driver costs, related materials and supplies, insurance/liability claims, vehicle maintenance and vehicle servicing. The Small Bus Operations class rates include all of the variable costs of service provision, including driver costs, related materials and supplies, insurance/liability claims, vehicle maintenance and vehicle servicing. The Flexible Service class rates include all of the variable costs of service provision, including driver costs, related materials and supplies, insurance/liability claims, vehicle maintenance, and vehicle servicing. The Non-Revenue Fleet Maintenance Service class rates include all costs of vehicle maintenance (except parts), including mechanics and related items. The Non-Revenue Vehicle Servicing class rates include all variable costs of servicing the CCRTA's non-revenue fleet, including service workers and related items. As noted above, Contractor shall be compensated for the AV Shuttle Pilot Program on a flat monthly fee basis; provided, however, that if Contractor's costs exceed the flat monthly fee, CCRTA will approve and pay all invoices for excess cost upon presentation of documentation evidencing the excess costs were actually incurred by Contractor.
  
- 3.7 In Section 3.7, modify the table to add hourly rates and estimated hours for the AV Shuttle and add rates and hours for 2021:

<b>Service Class</b>	<b>2020</b>	<b>2021</b>
Annual Fixed Costs	\$1,296,155	\$1,367,444
Paratransit Service (Hourly Rate)	\$36.36	\$38.54
Small Bus Operations (Hourly Rate)	\$48.83	\$51.76
Special Events Flexible Service (Hourly Rate)	\$48.83	\$51.76

Fleet Maintenance (Hourly Rate)	\$46.76	\$49.57
Non-Revenue & Support Vehicle Service (Hourly Rate)	\$28.53	\$30.24
AV Shuttle Service (Monthly Rate)	\$34,877.08 from Jan. – Dec.	\$32,380.08 from Jan. – Dec.
Start-up costs	Billed as a pass through	NA
<b>Service Class</b>	<b>Hours</b>	<b>Hours</b>
Paratransit Service	70,464	70,464
Small Bus Operations	16,750	16,750
Flexible Service (Special Events)	15,808	15,808

**SECTION 6 – INSURANCE AND INDEMNIFICATION**

Replace Section 6.1 in the following section to add the AV Shuttle provided by the Contractor:

6.1 The Contractor shall maintain at all times during this Contract at its sole cost and expense comprehensive automobile liability insurance, commercial general liability insurance in a form containing contractual liability coverage, and property and casualty insurance covering all risks of loss for the vehicles furnished by the CCRTA *and the AV Shuttle*. The CCRTA shall be named as an additional insured under each of the foregoing policies. Overall liability coverage on each of these policies, including any umbrella policies, must be at least \$5,000,000. In addition, the Contractor shall maintain at all times during the term of this Contract at its sole cost and expense workers’ compensation as required by statute and employer’s liability insurance with policy limits of \$1,000,000 containing a waiver of subrogation endorsement waiving any right of recovery under subrogation or otherwise against the CCRTA.

**SECTION 10 – CONTRACT DOCUMENTS**

Add the following bullet point to the end of Section 10:

- Contract Modification No. 3 to the Paratransit and Small Bus Operations Contract

**SCOPE OF WORK**

**1.0 INTRODUCTION**

Add the following sections:

1.1.9 The CCRTA and TAMU-CC entered into the MOA to allow the CCRTA to utilize an AV Shuttle on the TAMU-CC campus to test new technology, and to provide TAMU-CC with services for transportation throughout the campus. This will allow the students and faculty to more easily access buildings, parking lots, and housing.

## **1.2 Service Start-Up and Continuity**

Replace the following section 1.2.1 to extend the time for services through the end of the Term:

1.2.1 This Scope of Work covers services provided during the specified dates. The PROPOSER will initiate service on Wednesday, January 1, 2020, and end on *Friday, December 31, 2021*.

Add the following section:

1.3.7 The CCRTA will provide a storage facility for the AV Shuttle on the TAMU-CC campus.

1.3.8 The CCRTA will provide the charging receptacle and cover all charging costs.

1.3.9 The CCRTA will provide Wi-Fi internet service at the storage location.

## **2.2 Hours of Service**

Add the following section:

2.2.5 The AV Shuttle route will operate only on weekdays when TAMU-CC is in session during the Fall, Spring, and Summer semesters of academic years 2020-2021 on an hourly schedule established by the CCRTA.

## **2.3 Maintenance Services**

Add the following sentence to the end of Section 2.3.1:

2.3.1 The list of vehicles in Appendix L shall be updated from time to time by the CCRTA to reflect new vehicles purchased and replaced, and the addition of the AV Shuttle.

Add the following sections:

### **2.10 AV Shuttle Service**

2.10.1 The service will run Monday through Friday, eight hours per day at the times determined by the CCRTA, during the periods determined by the CCRTA. The PROPOSER will be responsible for assignments.

2.10.2 No fare will be charged for the AV Shuttle.

2.10.3 The CCRTA reserves the right to make changes in schedule, routes, stops and service levels of the AV Shuttle Service in its best interests; provided, however, that CCRTA acknowledges and agrees that changes to the routes will require review of the new route by the AV Shuttle manufacturer, reprogramming of the AV Shuttle for the new route, etc., which will require a minimum of 30 days for minor changes and a minimum of 3-6 months for major changes. Should route changes occur and EasyMile services need to be rendered, the fees will be a pass through cost to CCRTA. Subject to Section 2.1, nothing in this Contract prohibits CCRTA from immediately suspending the operation of the AV Shuttle if either TAMU-CC or CCRTA determines, in either party's sole discretion, that the operation of the AV Shuttle may negatively impact the safety or wellbeing of the TAMU-CC campus community.

## **4.4 Employee Qualifications**

Add the following section:

### **4.4.4 AV Shuttle Onboard Attendant**

4.4.4.1 The AV Shuttle onboard attendant will have the same requirements as the Bus/Vehicle Operators, as detailed in Section 4.4.1.

## 7.0 MAINTENANCE & VEHICLE SERVICE

Add the following sentence to the end this section:

7.1.1 No spare will be required for the AV Shuttle.

## 7.2 General Maintenance

Replace the following section to add the AV Shuttle:

7.2.1 The PROPOSER will provide on-going maintenance and repair of Compressed Natural Gas (CNG) paratransit vehicles, small bus/flexible vehicles, **the AV Shuttle** and the CCRTA support vehicles. All fluids, tires, parts and supplies for B-Line, **the AV Shuttle** and support vehicles are provided by the PROPOSER and reimbursed by the CCRTA. The PROPOSER shall follow the CCRTA's procurement policy and an itemized accounting is required for reimbursement. All fuel is provided by the CCRTA. The PROPOSER will be expected to maintain vehicles at a standard that equals or exceeds the CCRTA's maintenance procedures and standards.

## 8.0 FINANCIAL PROCEDURES

Add the following sentence to the end of section 8.1.1 to confirm a fare box is not required in the AV Shuttle:

8.1.1 This section does not apply to the AV Shuttle.

## 11.0 PRICING OF SERVICES

Replace the following section in Section 11.0:

11.1 Pricing of the services performed for this Scope of Work will be based on a specified rate per vehicle hour. Separate rates will apply for Paratransit, Small Bus Operations, **AV Shuttle** and Flexible Service, with rates calculated to reflect actual operating costs for each type of service.

Costs for service and maintenance of support vehicles will be paid to the PROPOSER based on work hours.

## 12.0 Glossary of Terms

Add the following terms:

**AV Shuttle:** An autonomous vehicle that is approximately 15.5 ft. long, 7 ft. wide, and 9 ft. tall, which can hold up to 13 passengers and operates at a speed of up to 15.53 mph, or substantially similar.

**AV Shuttle Service:** Special transportation that is provided to TAMU-CC students and faculty in the AV Shuttle, transporting them around the TAMU-CC campus on specified routes determined by the CCRTA.

[signature page follows]

NOT VALID UNTIL SIGNED BY THE CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY AND CONTRACTOR.

MV TRANSPORTATION INC.

CORPUS CHRISTI REGIONAL  
TRANSPORTATION AUTHORITY

By: Marie Meisenbach Graul  
Marie Meisenbach Graul  
Executive Vice President and  
Chief Financial Officer

By: Jorge Cruz-Aedo  
Jorge Cruz-Aedo  
Chief Executive Officer

Date: 1/6/2020

Date: 1-8-20