

WILLIAMSBURG AREA TRANSIT AUTHORITY

REQUEST FOR PROPOSALS (RFP)

11-001

Contract Provider for Vehicle Maintenance Services

PRE-PROPOSAL CONFERENCE

Questions and Answers

ADDENDUM NO. 1

Date: October 13, 2010

This addendum is forwarded to provide answers to questions received at the Pre-Proposal Conference dated October 11, 2010. Please email either of the following WATA staff if you have any questions regarding this Addendum: Richard Drumwright at richardd@james-city.va.us

Lisa Judkins at lisaj@james-city.va.us

Q.1-1: Do you currently use Intelligent Transportation Systems (ITS), Automated Vehicle Locator (AVL), Global Positioning System (GPS), and automatic passenger counting systems? What are your future plans for these types of systems?

A: No, we do not currently have these systems in place. WATA, in partnership with the Virginia Department of Rail and Public Transportation (VDRPT), will participate in a study to evaluate an Intelligent Transportation System for our public fleet. The study is expected to be completed by the end of calendar year 2010, with the goal of identifying user needs and strategies for WATA. Elements of the system include GPS, AVL and supporting software to enhance safety and security, and to improve customer service and communication.

The public fleet currently uses GFI automated fare collection systems and electronic signage provided by Luminator. The Colonial Williamsburg Foundation (CWF) uses electronic signage provided by Luminator.

Q.2-1: Would this contract include radio system support and maintenance?

A: No.

Q.3-1: Would this contract include video system support and maintenance?

A: No.

Q.4-1: How are you currently being billed?

A: The contract allows for a 10% markup on parts and a \$.04 markup on fuel. Current invoices break down fuel by type and cost (gasoline, diesel fuel and CNG). Parts and labor are also listed separately.

Q.5-1: Can you provide a summary of tour bus services for 1-2 years?

A: This information is not readily available.

Q.6-1: Are tour buses the only outside work to be performed under the contract?

A: No. Miscellaneous work may be requested under Section 16.18 on page 38. Also, see Section 15.3 on page 12 of the RFP.

Q.7-1: Can you provide us with the costs associated with the facility lease other than the monthly rent? For example, taxes, utilities, and fees.

A: Will be addressed in Addendum 2.

Q.8-1: How do you want us to submit our pricing to ensure comparability with other companies?

A: We will provide guidance in a template included with Addendum 2.

Q.9-1: Because tourism is seasonal, does the number of maintenance personnel vary based on the season?

A: The maintenance contractor would determine the personnel needed to perform the work as specified in the RFP. Generally speaking, WATA and CWF have increased service hours and routes from spring to fall in response to passenger needs. WATA and CWF also offer increased service in response to special events, such as the Grand Illumination in December and sporting events at The College of William and Mary.

Q.10-1: Is the maintenance facility staffed 24 hours per day?

A: No. For hours of operation, refer to Section 15.4 on page 12 of the RFP. For key personnel responsibilities, refer to Section 15.8.6 on page 17.

Q.11-1: Exactly how long is the facility open for maintenance? Could you provide a sample schedule?

A: We estimate the following:

Mid-August – May: 5:00 a.m. to 1:00 a.m., Monday through Thursday; 5:00 a.m. to 2:00 a.m. Friday and Saturday; 7:00 a.m. to 1:00 a.m., Sunday.

June – mid August: 5:00 a.m. to 11:00 p.m., Monday through Thursday; 5:00 a.m. to 1:30 a.m., Friday and Saturday; 7:00 a.m. to 9:00 p.m., Sunday.

CWF provides a weekly report that includes special events for the upcoming three weeks.

Q.12-1: Two years ago, WATA experienced a large increase in passenger and revenue miles. Do you anticipate this type of growth during the contract period?

A: There are no plans for major increases in service due to limited funding.

Q.13-1: Who owns the contractor vehicle maintenance data for both fleets? Will these records be available to the new contractor?

A: WATA and CWF own the fleet maintenance records. Yes, these records will be furnished to the contractor.

Q.14-1: Who owns the shop equipment? What equipment is available for use by the new contractor?

A: WATA owns the following equipment: King-Pin Press, and Trim Diagnostic Test Bench (automated fare collection units).

CWF owns the following equipment: 4 mobile lifts, air compressor, 12K gallon fuel tank, 20K gallon fuel tank, FSI equipment, vehicle washing equipment, generator, lube equipment, and 2 -1,500 gallon oil tanks.

Q.15-1: Is there a contract obligation to purchase equipment from the current contractor?

A: See Attachment E (Sample Lease Agreement), Section 14.02 on page 9.

Q.16-1: Are WATA or CWF unionized?

A: No.

Q.17-1: Is Penske (current contractor) unionized?

A: No. (Answer given by Penske representative)

Q.18-1: Does the agreement include outside contracts?

A: See Section 15.3 on page 12 of the RFP.

Q.19-1: Will the contractor be responsible for exterior vehicle washing?

A: Yes. See Section 16.4 on page 36 of the RFP.

Q.20-1: Will the contractor be responsible for interior vehicle cleaning?

- A: No.
- Q.21-1: During off-peak hours, is the fuel station manned continuously?**
- A: See Section 16.7 on page 32 of the RFP.
- Q.22-1: Is the CNG fueling station a fast fuel system?**
- A: No.
- Q.23-1: Are drivers required to remain with their vehicles while at the fueling station?**
- A: Yes. The exception to this would be vehicles that may need fuel while under the care of the maintenance contractor.
- Q.24-1: What hours does the current contractor operate the fueling station?**
- A: See Section 16.7 on page 32 for the expected operating hours for the fuel station.
- Q.25-1: What are the logistics on towing and hiking?**
- A: See Section 16.1.5 on pages 27-28 of the RFP.
- Q.26-1: Is all maintenance performed at the CWF facility?**
- A: Yes, with the exception of road calls, subcontract work and recall/warranty work (if applicable). Although CWF's private fleet vehicles are parked elsewhere, the maintenance of these vehicles will be performed at the maintenance facility.
- Q.27-1: How many CNG fueling stations are there?**
- A: 22.
- Q.28-1: Who owns the fleet washing equipment?**
- A: CWF.
- Q.29-1: Who is responsible for repairs to the fleet washing equipment?**
- A: Will be addressed in Addendum 2.
- Q.30-1: Who owns the lifts in the garage?**
- A: CWF owns 4 lifts.
- Q.31-1: Does the facility lease include the equipment owned by WATA and CWF?**
- A: Yes.

Q.32-1: Why is a vehicle that is not owned by WATA or CWF in the garage? Does the current contract provide for outside work?

A: WATA and CWF expect the contractor to focus on the public and private fleets. See Section 15.3 on page 12 of the RFP.

Q.33-1: Is the contractor required to provide maintenance services for the facility?

A: Will be addressed in Addendum 2.

Other questions and requests received:

- Requests:**
- R.1-1** 12 months' summary of current contract invoices (Exhibit A)
 - R.2-1** Copy of original contract between WATA and current service provider (Exhibit B)
 - R.3-1** Copy of the CWF standard contract as noted in page 3, article 5, Definitions of the RFP. (Will be addressed in Addendum 2)

Questions:

Q.34-1: What documents constitute the complete WATA contract?

A: See Section 13 on page 10, first full paragraph which begins with "The negotiated fee schedule..." and ends with "...addressed within the proposal response."

Q.35-1: Attachment D (WATA Sample Contract) pulls in named documents. There are no named documents. Please provide a list of documents, and the documents if not included in the RFP package as issued, that will be named in the contract.

A: See Section 13 on page 10, first full paragraph which begins with "The negotiated fee schedule..." and ends with "...addressed within the proposal response." The documents included in the final contract will be determined through negotiation.

Q.36-1: Is it WATA's and CWF's expectation that proposers will provide a list of exceptions to the contract terms and conditions and that following award the Successful Offeror will negotiate final contract terms and conditions?

A: See Section 7, second paragraph on page 5 of the RFP. Also, see Section 8.1.10 on page 7. It is WATA's and CWF's expectations that proposers will provide a list of the exceptions to the RFP documents. Exceptions are typically addressed in the negotiation process which follows RFP evaluation and interviews.

Q.37-1: What is the precedence of documents under the contract? In this case, there are a number of documents that will make up the final contract, including FTA documents, the RFP, WATA's General Terms and Conditions, a CWF Lease Agreement, a CWF

Contract, and the Proposer's proposal terms. Please provide the order of precedence for these documents.

A: The order of precedence is typically part of the process of negotiation. It is fairly standard that any negotiated terms and conditions which come out of the negotiations are first.

Q.38-1: In a review on the FTA website, it seems as though FTA Circular 4220.1 E has been updated and is now 4220.1 F. Is this correct?

A: Yes. References to "FTA Circular 4220.1E" should be amended to "FTA Circular 4220.1F." This applies to all RFP documents.

Q.39-1: How should bidders treat a redundant or conflicting requirement within the documents? The indemnification is in both the RFP and the General Terms and Agreement – they are identical. Must each be addressed for exceptions or just one? Which one should be addressed, which deleted?

A: See Attachment C, General Terms and Conditions, page 6, Article 46 "Precedence of Terms."

EXHIBIT A.

SUMMARY OF CURRENT CONTRACTOR'S INVOICES – JULY 2009 THROUGH JUNE 2010 (FY2010)

WATA PUBLIC FLEET ONLY

MONTH	FUEL	LABOR	PARTS	ARRA – PARTS & LABOR COMBINED
July 2009	22,610.46			
Aug 2009	44,192.23	25,226.02	13,416.37	
Sep 2009	51,920.30	11,205.77	3,170.40	
Oct 2009	53,279.92	39,017.78	37,072.34	
Nov 2009	32,125.53	22,374.54	17,690.67	
Dec 2009	40,794.74	28,716.02	28,994.94	
Jan 2010	58,200.90	17,821.28	8,060.28	26,270.45
Feb 2010	41,409.90	17,217.08	5,811.93	23,283.88
Mar 2010	41,530.97	14,326.28	7,264.14	20,459.44
Apr 2010	55,398.08	14,378.46	5,989.37	13,759.81
May 2010	48,068.50	20,576.41	7,548.53	30,072.09
Jun 2010	45,295.67	17,462.48	4,725.74	18,156.39
Final Period – FY10 (Adjustments & Accruals)	38,867.61	17,605.45	7,840.50	25,294.91
TOTALS	573,694.81	245,927.57	147,585.21	157,296.97

EXHIBIT B.

File



PURCHASING

5248 OLDE TOWNE ROAD, SUITE 7, WILLIAMSBURG, VIRGINIA 23188
(757) 564-0194

E-MAIL: fms@james-city.va.us
FAX: (757) 259-9248

March 21, 2001

Mr James T. Wood
National Sales Manager
Penske Truck Leasing Company
Route 10 Green Hills
P O Box 563
Reading PA 19603-0563

Reference: Contract 01-1025
Fleet management, Maintenance and Repair Services

Dear Mr. Wood:

You will find enclosed for files a copy of the executed contract to perform all necessary work as outlined in the Contract Documents. The Request for Proposal and the attached Agreement comprise the Contract Documents for this project.

The Contract Number has been assigned for accounting purposes. Please reference this number on all correspondence and requests for payment.

Your point of contact for this project is Mr Richard Drumwright, Transit Administrator, James City County Transit, (757)259-4114. Please contact him if you have any questions concerning this project. You may contact me at (757)564-0194 if you have any questions regarding this contract.

Thank you for your interest in providing service to the James City County Transit.

Sincerely,

Don Breland
Senior Buyer

Enclosure

cc:

R. Drumwright
D. Powell
B. Porter

C:\BIDSPEC\01-1025CN2LTR.DOC

**JAMES CITY CONTRACT NO. 01-1025
AGREEMENT BETWEEN THE COUNTY OF JAMES CITY, VIRGINIA
AND
PENSKE TRUCK LEASING CO., L.P.**

This Agreement is entered into as of April 1, 2001, between the County of James City, Virginia ("County"), James City County Transit ("JCCT"), and Penske Truck Leasing Co., L.P., a Delaware Limited Partnership registered in the Commonwealth of Virginia ("Contractor").

RECITALS

1. JCCT has issued a Request for Proposal ("RFP") for the Maintenance of vehicles for JCCT.
2. The County is entering into this Agreement solely for the purpose of allowing Contractor to use the County Garage located at 103 Tewning Road under the terms and conditions identified in this Agreement.
3. Contractor's proposal dated September 26, 2000, can best meet JCCT's needs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between JCCT and Contractor shall consist of this Agreement and the following:

Exhibit A – Scope of Maintenance Services

Exhibit B – Compensation

Exhibit C – Insurance Requirements

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above referenced documents arise, the provisions of this Agreement will prevail.

The Agreement and the Exhibits set forth above, contain all of the agreements, representations and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written.

2. TERM OF AGREEMENT

2.1 Initial Term

The term of this Agreement is from _____ to December 31, 2005.

2.2 Nonappropriation Clause

James City County Transit shall be bound, hereunder, only to the extent that such funds shall have been appropriated and budgeted and are otherwise available for the purpose of this Agreement. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment due under this Agreement, then JCCT shall immediately notify Penske of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to JCCT of any kind whatsoever. Notwithstanding the foregoing, JCCT shall remain liable for the payment of all invoices for work performed prior to the date of termination hereunder.

3. MAINTENANCE SERVICES

Contractor shall perform those services specified in detail in the attached Exhibit A, entitled "Scope of Services." The County will allow the Contractor to operate out of the County owned Garage until January 1, 2004. The Contractor must be prepared to operate out of another facility after January 1, 2004.

4. COMPENSATION

JCCT shall pay Contractor in accordance with the provisions of Exhibit B.

5. TERMINATION

5.1 Termination for Default

If either party fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the other party shall give written notice of such default and a statement of reasonable time within which to cure the default. If the defaulting party does not cure the default in the time set forth, the nondefaulting party may terminate this Agreement upon 30 days written notice. Penske shall not be liable for loss of customer's profits or business, loss or damage to cargo, driver's time, or any indirect, special or consequential damages.

5.2 Termination Authority

The JCCT Administrator is empowered to terminate this Agreement on behalf of JCCT, according to the terms of this Agreement for a violation of any term of this Agreement not cured pursuant to Section 5.1.

5.3 Consequences of Termination

In the event of termination, Contractor shall deliver to JCCT copies of all reports, documents, and other work performed by Contractor, under this Agreement, and upon receipt thereof, County shall pay Contractor for mutually agreed services performed and reimbursable expenses incurred to the date of termination.

6. INDEMNIFICATION

6.1 Indemnification by Penske.

Penske shall defend, indemnify, and hold harmless JCCT, its partners, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement or otherwise due to willful or negligent acts (active or passive) or omissions by such party's officers, employees or agents. The acceptance of said services and duties by JCCT shall not operate as a waiver of such right of indemnification.

6.2 Indemnification by JCCT.

JCCT shall defend, indemnify, and hold harmless Penske, its partners, its officers, employees and agents up to the limits of its insurance against any claim, loss or liability arising out of or resulting in any way from the willful or negligent acts (active or passive) or omissions by such party's officers, employees or agents.

7. INSURANCE REQUIREMENTS

Contractor agrees to have and maintain the policies set forth in Exhibit ^{CSW}~~D~~, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of James City County as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide JCCT with a certificates and/or endorsements both before work commences under this Agreement and annually on the contract renewal date.

8. WAIVER

The waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. JCCT's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

9. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of JCCT. Neither Contractor nor JCCT is granted any right or authority to assume or create any obligation on behalf of the other.

10. COMPLIANCE WITH LAWS

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, ordinances, codes, and regulation (collectively "laws") including without limitation, any all laws specified elsewhere in this Agreement.

11. CONFLICT OF INTEREST

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

12. NONDISCRIMINATION

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section.

The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase of over \$10,000, so that the provisions shall be binding upon each subcontractor or vendor. (1982, c. 647).

13. DRUG-FREE WORK PLACE

During the performance of this contract, the Contractor agrees to: (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in

every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

14. CONTRACTOR'S BOOKS AND RECORDS

14.1 Maintenance During Term

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to JCCT for a minimum period of three (3) years, or for any longer period required by law, from the date of the final payment to Contractor pursuant to this Agreement.

14.2 Maintenance After Term

Contractor shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from date of termination or completion of this Agreement.

14.3 Inspection

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon prior written request by the County Attorney, JCCT Administrator, County Administrator, or a designated representative of any of these officers. Contractor shall provide copies of such documents to JCCT for inspection at JCCT's offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

14.4 Custody of Records

Where JCCT has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, JCCT may, by written request by any of the above-named officers, require that custody of the Contractor's documents be given to JCCT and that these documents be maintained at JCCT's offices. JCCT agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

15. ASSIGNABILITY

The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by the Agreement, neither party may assign performance of any obligation or interest under this Agreement without the prior written consent of the other party. Any attempt by either party to assign this Agreement, in violation of this Section, will be voidable at the other party's sole option. Contractor acknowledges that JCCT has an agreement whereby a third party contractor operates equipment. Nothing in this Section is intended to prohibit JCCT from entering into this type of Agreement with other parties.

16. SUBCONTRACTORS

16.1 Authorized Subcontractors

Notwithstanding Section 14 (Assignability) above, Contractor may use designated subcontractors approved in advance by JCCT in performing Contractor's services. Contractor must obtain JCCT's prior written consent in order to change or add subcontractors, which consent will not be unreasonably withheld. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors and for all subcontractor liability. JCCT assumes no responsibility whatsoever concerning such compensation.

16.2 Compliance with Agreement

Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At JCCT's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

17. NOTICES

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U.S. mail or sent via courier, addressed to the respective parties as follows:

To JCCT: Richard Drumwright
JCCT Administrator
109 Tewning Road
Williamsburg, VA 23188

To Contractor: Penske Truck Leasing Co., L.P.
Route 10
Green Hills P.O. Box 563
Reading, PA 19603-0563

with a copy to Legal Department at the same address

Notice will be effective on the date personally delivered or sent by courier service on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail.

18. CHANGES IN CONTRACT

The parties may agree in writing to modify the scope of the contract/agreement. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

James City County may order non-material changes within the general scope of the contract at any time by written notice to the contractor. The Contract Change Order shall be prepared and forwarded to Contractor for review/approval. The Contractor shall be compensated for any additional costs incurred as the result of such Contract Change Order and shall give the County a credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing. No material changes shall be made to the general scope of the contract without the written consent of both parties. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

19. MISCELLANEOUS

19.1 Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

19.2 Assignment

Subject to the provisions of Section 14 (Assignability), this Agreement binds and inures to the benefit of the parties and their respective successors and assigns.

19.3 Headings

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

19.4 Time is of the Essence

Time is of the essence with respect to all of Contractor's performance obligations under this Agreement.

19.5 Authority of JCCT Administrator

Where this Agreement requires or permits JCCT to act and no officer of JCCT is specified, JCCT Administrator or designated representative has the authority to act on JCCT's behalf.

PENSKE TRUCK LEASING CO., L.P.

JAMES CITY COUNTY

By: *Vickie Gehr*
(Type Name and Sign)

By: *Sanford B. Wanner*

Title: VICKIE GEHR
SUPERVISOR
CONTR. ADMIN.

Sanford B. Wanner
County Administrator

Witness: *[Signature]*
Attest: *[Signature]*

Attest: *Jan N. Allen*

(Type Name and Sign)
James M. Townsend, Jr. Counsel

(Type Name and Sign)
Jan N. Allen, Secretary

~~[SEAL]~~

EXHIBIT A
SCOPE OF MAINTENANCE SERVICES

A.1 MAINTENANCE SERVICES IN GENERAL

Penske ("Contractor") shall perform the following services and other allied services as may be required to assure the continuity of effective and economical operation and management of JCCT's Fleet. Contractor shall furnish all necessary policies and procedures, supervision, labor, tools, parts, materials, supplies, and subcontractor services required to maintain the Fleet in a state of repair and service consistent with generally accepted fleet practices, and in accordance with the performance standards specified below. Contractor shall provide maintenance and repair predominantly during the off-hour shifts of 10:00 p.m. through 7:00 a.m., Sunday through Thursday. Contractor is required to be present on site of the County garage during the hours of 5:30 a.m. through 7:00 a.m. Monday through Friday.

The Contractor shall perform all preventive maintenance, repair and other maintenance services.

Each service specified below is designated as a "Maintenance" or a "Non-Maintenance" service. These designations have important procedural and funding implications.

Maintenance Services – All services designated as Maintenance Services shall be performed by the Contractor

Non-Maintenance Services – All services designated as Non-Maintenance services ("Directed Work") shall be performed by the Contractor on a time and materials basis only after specific approval has been obtained from JCCT. The Contractor and JCCT shall cooperate in managing the Non-Maintenance budget established for these services.

A.2 PREVENTATIVE MAINTENANCE

1. JCCT shall provide a Vehicle Preventive Maintenance (PM) program. The program shall be subject to change as suggested by the Contractor and approved by JCCT. PM programs shall be reviewed annually to insure that they reflect changes in Fleet composition, meet FTA regulations, generally accepted fleet practices, and experience with JCCT's Fleet. In any case, the PM program must be equivalent to or exceed original equipment manufacturer specifications and warranty requirements, and any Government Regulations that apply.

Contractor shall ensure all vehicle accessibility features such as wheelchair lift, ramp securement devices, and communication equipment be maintained at regular intervals. Contractor must guarantee a wheelchair lift is repaired before vehicle is returned to service. In the event there is no spare vehicle available, vendor can

keep vehicle with inoperable lift in service for no more than three (3) days. Lifts will be cycled each service day to ensure they are operational.

2. Contractor shall perform timely PM service on all JCCT Fleet vehicles. The Contractor shall schedule PM service times and notify the user at least three (3) days in advance of those scheduled times. The vehicle users shall be responsible for delivering their vehicle for service according to the schedule set by the Contractor. Vehicles are to be serviced at JCC Garage.

A.3 VEHICLE SAFETY AND EMISSIONS INSPECTIONS

The Contractor shall conduct inspections of each vehicle according to federal, state and local requirements and shall coordinate the scheduling of such inspections with users as necessary.

Inspections shall occur every 5,000 miles for major PM and every 2,500 miles for minor PM for the first quarter of this Agreement at which time it will be reviewed and adjusted as necessary. JCCT will provide schedule of review for major and minor PM.

A.4 REPAIRS

Collision repairs estimated to cost in excess of greater than the fair market value of the unit, must be analyzed by the Contractor to determine the repair's cost effectiveness. If the Contractor believes that vehicle or ancillary capital equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing to JCCT Administrator. JCCT shall decide whether to repair or replace a vehicle.

A.5 ROADCALLS AND TOWING

Contractor shall provide or contract for road service and towing service 24 hours a day, seven days a week.

A.6 MINOR REPAIRS AND FLUID SERVICE

When Contractor begins operating from its own facility, the Contractor shall provide a service for minor repairs that can be completed in less than one hour when the vehicle operator delivers the vehicle to the garage for service and chooses to wait for the service. Examples of this service are replacing wiper blades, fuses and light bulbs; topping off fluids; and airing up tires. The service shall be continuously available during normal hours of operation estimated to be 7:00 a.m. to 7:00 p.m.

A.7 WARRANTY AND RECALL WORK

The Contractor shall administer all warranties and recalls for vehicles, parts, and subcontractor repairs including receiving reimbursement for such work. The Contractor

is required to obtain authorization from various vehicle manufacturers to perform in-house warranty work on vehicles.

A.8 ROAD TESTING

The Contractor must conduct a road or appropriate operations test on all vehicles that have had safety related repairs or adjustments (i.e brakes, steering, wheelchair lifts, etc.). These vehicles must be deemed safe to operate by the Operator prior to being returned to service.

A.9 WELDING AND FABRICATION

1. Welding and fabrication work in connection with repair work is an integral part of the service to be provided or administered by the Contractor. Examples of this work include but are not limited to repairing and replacing, if necessary, the following: hinges, latches, brackets, housings, sleeves, bushings, etc.
2. Fiberglass repair and fabrication work in connection with repair work is an integral part of the service to be provided by the Contractor. Examples of this work include but are not limited to repairing and replacing, if necessary, the following: hoods, bodies, steps, shields, doors, tubes, etc.

A.10 INVESTIGATIONS AND AUDITS

The Contractor shall support JCCT with technical investigations related to the fleet. Such investigations may involve accidents, fire, or other issues of a technical nature.

A.11 WASTE MANAGEMENT

The Contractor shall be responsible for disposal of all wastes (used oil, oil filters, coolants, tires, etc.) generated during the course of this Agreement. Disposal shall be done in accordance with Federal, State, and local laws and regulations. The Contractor can dispose of the waste in the same manner and using the same equipment/facilities as County staff until such time as Contractor is operating from its own facility. The Contractor shall maintain records, including Material Safety Data Sheets (MSDS) and contingency plans for handling a spill or other mishap, on all hazardous chemicals and other hazardous wastes, which shall contain the materials' origin, use, transportation, and ultimate distribution and disposal. The County shall have no liability for actions of the Contractor and its agents relating to waste disposal, transportation, and environmental releases of hazardous substances.

A.12 PETROLEUM MANAGEMENT

JCCT will provide fuel under normal operations as the County owns, operates, and maintains a fuel location.

A.13 OUTSIDE REPAIRS

The Contractor shall be responsible for arranging, managing, and paying for the conduct of outside repairs and shall have full responsibility and liability for subcontract work.

A.14 NEW VEHICLES

The Contractor shall conduct acceptance inspections of new vehicles purchased by the JCCT.

A.15 NEW VEHICLE PREPARATION AND VEHICLE REMARKING

The Contractor shall receive and prepare newly acquired equipment for service. Preparation shall include inspections, cleaning, installation of electronic registering fareboxes, and installation of JCCT decals. The Contractor shall also prepare retired equipment for disposal. This shall include removing tags, decals, special equipment, performing minor repairs, and doing associated paperwork.

A.16 NON-MAINTENANCE SERVICES (“DIRECTED WORK”)

Costs of performing work that is directed by JCCT or directed by necessity and approved by JCCT may be invoiced to JCCT but accounted for separately within the definition herein of Non-Maintenance costs. All work that may qualify as Non-Maintenance must be approved by JCCT as Non Maintenance prior to the beginning of work. Exceptions to this requirement (i.e. emergency situations) may be approved by JCCT without prior written approval on a case-by-case basis. All parts, material, and subcontractor costs incurred by the Contractor in providing Non-Maintenance services shall be paid for by JCCT to the extent that they are reflected on completed repair orders.

Contractor shall perform the following services on a regular basis. These services are listed as Non-Maintenance services for the scope of this contract. JCCT expects the Contractor to “staff” in order that the majority of these services are performed on straight time basis.

1. Accident and Vandalism Repairs

The Contractor shall be responsible for processing accident repairs including obtaining repair estimates and bids, transportation of vehicles to/from the repair site, repair quality and timeliness, and administration, including the payment of invoices. The Contractor shall coordinate with JCCT for the collection of property damage claims.

2. Quotes

Three (3) competitive bids shall be obtained for accident repairs, one of which can be the Contractor's. The work shall be performed by the lowest responsible bidder

2. Operator Abuse Repairs

It is the responsibility of the Contractor to notify JCCT whenever a vehicle shows suspected abuse by the operator. In such cases, the Contractor shall proceed to repair the vehicle (subject to limitations specified elsewhere), and shall provide JCCT with documentation of the suspected abuse. JCCT shall then review the documentation, determine whether operator abuse did occur, and designate the repair as a Non-Maintenance service.

3. Emergency Service

The Contractor shall comply with JCCT's request to provide standby fleet maintenance and repair support during emergencies declared by JCCT or the County. JCCT shall notify Contractor when an emergency situation exists and the nature and anticipated duration of the response needed from the Contractor. The Contractor shall be on-site and providing service with an appropriate complement of personnel within one hour of notification that emergency services are required.

The cost of overtime labor during emergency service shall be treated as a Non-Maintenance cost; parts replaced shall be a Maintenance or Non-Maintenance cost as defined above.

4. New Vehicle Upfitting

Custom work to upfit new equipment shall be classified as Non-Maintenance cost.

5. Directed Work

JCCT or the Fleet Administrator may direct the Contractor to perform additional tasks to meet the operating requirements of JCCT. The Contractor shall perform such assignments in accordance with an agreed to schedule and work effort. JCCT shall authorize work to be performed. The Contractor shall submit estimates itemized by labor, parts, and outside services.

A.17 PARTS OPERATION

1. Procuring, Stocking and Issuing Parts

- a. The Contractor shall procure, stock, and furnish all parts, materials, supplies, and fluids required for the operation and maintenance of all JCCT vehicles in

accordance with parts management practices acceptable to JCCT and meeting all relevant OEM and JCCT standards/specifications. Contractor shall have access to a 12-foot x 12-foot shed adjacent to County Garage to store parts.

- b. The Contractor shall not cannibalize parts from JCCT vehicles for use on other vehicles without the prior approval of JCCT.

2. Purchase of Start-Up Inventory

The Contractor shall purchase and maintain OEM inventory of parts and supplies at Contractor's location. A complete physical inventory shall be taken by representatives of JCCT and the Contractor at the beginning of the contract. Upon completion of the inventory, the Contractor shall be totally responsible for parts accountability and security.

Contractor shall exhaust parts in JCCT existing inventory to the degree possible.

JCCT reserves the right to purchase at cost from the Contractor all or any portion of the parts inventory upon completion or termination of the contract.

3. Quality of Parts to be Furnished

Parts used to maintain and repair the fleet shall meet or exceed the quality of the parts furnished originally for the equipment (OEM). Rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances.

4. Parts Warranty

Contractor shall administer all manufacturer warranties for parts which are associated with the repair of the JCCT fleet.

A.18 CONTRACTOR GARAGE AND JCCT PROVIDED SPACE (MAINTENANCE SERVICES)

1. Contractor Garage and JCCT Provided Space

Contractor must own or lease a maintenance garage, which shall be located within a five (5) mile radius of Merchants Square by January 1, 2004.

2. The Contractor shall not use JCCT or County furnished property for work on vehicles not owned or leased by JCCT unless authorized by JCCT. JCCT property shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or Contractor's employees other than in the performance of the work described in the Agreement unless otherwise authorized by JCCT.

3. The Contractor shall be required to acknowledge receipt by signature of assets provided by JCCT for the Contractor's use. The assets provided by JCCT for the term of the Agreement shall then become the responsibility of the Contractor. Upon completion of the Agreement, these assets shall be returned in the same condition in which they were provided to the Contractor, less normal wear and tear. Contractor shall be responsible for cleaning and maintaining equipment, and shall be responsible for replacing any stolen, missing, damaged or destroyed asset with comparable asset the Contractor's expense.
4. The Contractor shall not be responsible for all real estate taxes and assessments against the County garage.
5. The Contractor shall be responsible for performing normal maintenance and repairs to the non-structural elements of the County garage necessitated by the Contractor's use of the County garage. The Contractor shall not be responsible for performing all (i) major repairs to and replacements of the non-structural elements of the County garage (except to the extent caused by the Contractor), (ii) maintenance, repairs, and replacements of the structural elements of the County garage (including, but not limited to, the walls, roof, water and sewer system, and the heating, ventilating, and air conditioning system), and (iii) maintenance of the yard surrounding the County garage.
6. The County shall provide insurance covering fire or other casualty loss to the County garage. JCCT agrees that the Contractor shall not be liable for fire or other casualty loss to the County garage in excess of the proceeds of such insurance, except to the extent caused by the negligent acts or omissions of the Contractor.
7. In addition to any other indemnity from JCCT provided for in the Agreement, JCCT shall indemnify, defend, protect, and hold harmless the Contractor and its partners and their respective partners, directors, officers, employees, agents, attorneys, successors, and assigns, up to the limits of its insurance, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs, or expenses (including attorney's fees, consultants' fees, and expert fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under, or about the County garage, or any discharge or release in or from the County garage of any Hazardous Substance, except to the extent that any such presence, discharge, or release is caused by the Contractor's activities on the County garage, or (ii) JCCT's failure to comply with any Hazardous Substance law.
8. In addition to any other indemnity from the Contractor provided in the Agreement, the Contractor shall indemnify, defend, protect, and hold harmless JCCT, and each of JCCT's directors, officers, employees, agents, attorneys,

successors, and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs, or expenses (including attorney's fees, consultants' fees, and expert fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under, or about the County garage, or any discharge or release in or from the County garage of any Hazardous Substance but only to the extent that any such presence, discharge, or release is caused by the Contractor's activities on the County garage, or (ii) the Contractor's failure to comply with any Hazardous Substance law, to the extent that compliance is required on account of the Contractor's activities on the County garage and not to the extent that compliance is required solely because the Contractor, as the occupant of the County garage, is held accountable for Hazardous Substances on, in, under, or about the County garage, or released from the County garage which are not caused by or released by the Contractor.

9. The indemnity obligation of both JCCT and the Contractor created under the above paragraphs 7 and 8 shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any site investigation, and any and all costs for repair, cleanup, detoxification or decontamination, or other remedial action of the County garage. The obligations of the parties hereunder shall survive the expiration or earlier termination of this Schedule, and any extensions thereof.

A.19 GARAGE UTILITIES

Telephone, fax, computer lines, gas, water and electricity will be supplied to the County garage. JCCT will not be responsible for supplying these items to a garage owned or leased by the Contractor.

A.20 GARAGE AND EQUIPMENT MAINTENANCE AND REPAIR

1. Garage features, utility systems, equipment, furnishings, and other assets damaged by the Contractor or by a Subcontractor under this Agreement, shall be restored to their predamaged condition by Contractor at the Contractor's expense and at no additional cost to JCCT.
2. The Contractor shall be responsible for interior housekeeping and supplies.

A.21 GARAGE HOURS OF OPERATION

The Contractor shall provide PM and repair services to the JCCT Fleet during the hours 10:00 p.m. through 7:00 a.m. Sunday through Thursday. The Contractor is required to be on site between 5:30 a.m. and 7:00 a.m. Monday through Friday.

A.22 MANAGEMENT INFORMATION SYSTEM (MAINTENANCE SERVICES)

The Contractor shall provide a computer based Management Information System capable of providing adequate information to assist in making quality management decisions. It must be capable of tracking all maintenance, administrative and operating costs for each individual vehicle for the current month, year-to-date and cumulative life of the vehicle. The maintenance information shall include PM and repair information and history, labor and parts cost, outside vendor repairs, fuel, and oil.

The provided system must be capable of assigning repair work orders, indicating completed work, estimating time required to perform maintenance and repair functions, and determine appropriate technician staffing levels. The Contractor's fleet management system shall be capable of providing invoicing to JCCT.

The system shall track vehicle additions, retirements and changes in assigned location. Management reports shall be required for both the fleet and vehicle operator organizations, including but not limited to:

- Monthly maintenance reports
- Total operating cost by vehicle
- Total operating parts and labor/vehicle
- PM schedules
- Vehicle downtime
- Vehicle inventory and assignments
- Employee performance measurements
- Revenue Vehicle Failures
- Vehicle replacement analysis

A.23 PERFORMANCE STANDARDS

The Contractor shall meet the following performance standards during the term of the Agreement, labor disputes, strikes, and other events notwithstanding.

1. Monthly Vehicle Repair and Maintenance

- 70% of all repairs affecting the full use and safe operation of the fleet, in the opinion of the Transit Administrator, must be completed by the beginning of the following day. In the second year, contractor shall achieve 75%, and in the third year and beyond, Contractor shall achieve 80%
- 80% of scheduled PM must be completed within the period specified by the PM schedule.
- 80% of repairs not affecting the full use or safe operation of the vehicle must be completed within one calendar week of notification of the repair need.

The following shall be excluded from the vehicle repair and maintenance standards:

- a. Accident or Vandalism Repairs. If the repair includes body damage and cost of repair is less than \$2,000, the repair must be completed within ten (10) calendar days of damage notification. If the cost of the repair is \$2,000 or greater, the repair must be accomplished within twenty (20) calendar days from the date of damage notification.
- b. Vehicles Awaiting Repair Authorization from JCCT. In cases where the Contractor is awaiting repair authorization from JCCT to proceed with a given repair, the period from which turnaround time is measured shall begin with JCCT authorization to proceed with repair.
- c. Vehicles Exempted by JCCT. In instances where JCCT decides it would be in JCCT's best interests to temporarily waive vehicle turn around performance standards for all or selected vehicles, JCCT shall provide Contractor written notification of this decision including specification of the time period for which these standards shall be relaxed.

3. Monthly Fleet Availability Standards

The Contractor shall maintain minimum monthly availability rates for the JCCT fleet at 95%.

Vehicle availability shall be defined as the number of vehicles times the number of hours in the month MINUS the amount of time in hours each vehicle is out of service for maintenance or repair during the month. Time out of service begins when the vehicle is taken out of service. It ends when maintenance or repair work is completed and the vehicle is returned to service. Excluded from the computation are vehicles that receive minor repairs and fluid service while the driver waits; those awaiting repair authorization from JCCT; those out of service as a result of vandalism, accidents, or act of God; and those specifically exempted by JCCT.

In the event a vehicle is temporarily inoperable because of mechanical failure which Contractor deems impracticable to promptly repair, Contractor shall make reasonable efforts to locate a vendor who can provide the rental of a substitute vehicle to JCCT. The substitute vehicle will be as nearly as practicable the same type and carrying capacity as the vehicle, except that no special painting, lettering or other alterations need be made on the substitute vehicle. JCCT shall contract directly with said vendor for the rental of the substitute vehicle and Contractor shall have no liability or obligations under this Agreement with regard to the substitute vehicle.

A.24 QUALITY ASSURANCE PROGRAM

The Contractor shall implement a Quality Assurance Program for the management of the repair and maintenance of assigned vehicles. The program shall include provisions for

meeting specified performance standards, for maintaining quality workmanship, for providing a high level of customer service, and for reducing costs incurred by JCCT. The Quality Assurance Program shall address the following:

- Fleet Availability
- PM Performance
- Repair Performance
- Parts Availability
- Vehicle Safety and Reliability
- Customer Service
- Cost Reduction Initiatives

A.25 CONTRACTOR'S PERSONNEL

1. The Contractor shall have responsibility for selecting personnel to perform the services outlined in this Agreement and for determining and providing wages, salaries and benefits for its employees.
2. The Contractor's Project Manager and other key personnel shall have proven technical and managerial experience in the field of fleet management, maintenance and repair.
3. All Contractor employees must meet JCCT preemployment standards including those associated with drug and alcohol tests, a criminal records check, security clearance, and a medical examination, if applicable.
4. Contractor employees will also be subject to drug and alcohol policies established by the FTA and JCCT during the term of this Agreement. It should be noted that JCCT conducts random drug tests and has a zero tolerance policy.
5. Certificates and Licenses. Contractor's employees must possess necessary skills in light and heavy equipment maintenance to include electronics and hydraulics mechanisms.

The Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the James City County Transit Office (JCCT) no later than ten days after the Contractor receives the Notice of Award letter from James City County. Current notarized copies of licenses and certificates shall be provided to James City County within twenty-four (24) hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

- a. A business license valid in James City County. Contact the James City County Commissioner of the Revenue Office at (757) 253-6697.

- b. A Professional license or certificate in the field of Automotive/ Vehicle maintenance/repair.

A.26 CONTINUITY OF SERVICE

If upon the expiration of the Agreement, Contractor is not chosen to continue or if either party elects not to renew this Agreement, Contractor shall, upon written notification from JCCT, provide phase-in, phase-out services for up to sixty (60) days after the Agreement expires or is terminated. After notification, the Contractor shall cooperate in good faith with a successor in determining the nature and extent of the services, including the development of a mutually acceptable transition plan, subject to approval by JCCT. The Contractor shall provide sufficient, experienced personnel during the transition period to ensure that all services called for by the Agreement are maintained at the specified level of Agreement performance. The Contractor shall be reimbursed for all reasonable transition costs pre-authorized by JCCT, which are incurred within the agreed period after Agreement expiration or termination.

**EXHIBIT B
COMPENSATION**

B.1 MAINTENANCE COSTS

1. Payment Terms are Net 30. Throughout the term of this Agreement, JCCT shall pay Contractor fees for maintenance services as defined in Section B.1 of Exhibit B in the following amounts:

Fixed fee unit per month will be:	Transit Buses	\$250
	Cutaway Buses	\$125
	Passenger Vans	\$ 75

2. Penske labor billed at \$39 per hour, actual hours worked..
3. Parts and tires will be billed at Penske cost plus twenty percent (20%)
4. Third party services will be billed at cost without markup (0%).
5. Units in service on or before the 16th of the month will be billed the full monthly fixed fee.
6. Units removed from contract on or after the 16th of the month will be billed the full monthly fixed fee.
7. All work performed by Penske as directed on JCCT Fleet vehicles for non maintenance services performed by Penske will be billed at a labor rate of \$46 per hour and parts at Penske cost + 20%.

B.2 MONTHLY INVOICE

Contractor shall submit to JCCT's Accounts Payable office, PO Box 8784, Williamsburg, VA 23188-8784, a monthly invoice within fifteen (15) working days of the last day of each month for payment for services performed pursuant to this Agreement. The monthly invoices shall include a statement of work performed during the month. JCCT shall review the monthly invoice submitted by the Contractor and within ten (10) working days of receipt of the invoice, JCCT shall notify Contractor of any discrepancies or deficiencies in said invoice.

B.3 INVOICING FOR NON MAINTENANCE SERVICES

Invoices for Non-Maintenance services must include line item documentation of costs incurred (e.g., wages, parts, subcontractor services, etc.) as well as documentation of JCCT's authorization to incur Non-Maintenance costs. Within

each Non Maintenance category, individual repair order numbers with associated labor charges, parts costs, and subcontracted services shall be delineated. Penske shall also provide JCCT with copies of receipts for parts and outside services for which Penske is billing JCCT.

B.4 PAYMENT TO CONTRACTOR

Except as otherwise provided in this Agreement, JCCT shall make monthly payments within thirty (30) days of the date of the Contractor's invoice.

B.5 CPI ADJUSTMENT

The Contractor's maintenance compensation rates shall be subject to adjustment yearly on the anniversary date of the contract. The adjustment shall be calculated using the Consumer Price Index – U for the South Urban Area. The adjustment shall not exceed 5% of the previous year's compensation rate.

B.6 CHANGES IN FLEET SIZE

The Agreement cost for Maintenance Services shall be adjusted to correspond to increases or decreases in fleet size if such changes are more than ten (10) percent (higher or lower) of the fleet size specified at the time of agreement effective date. These adjustments shall be made annually in equal proportion with the change in fleet size.

Exhibit C

Insurance Requirements

Contractor shall procure at its own expense the following insurance for the term of the contract with insurance company or companies financially acceptable to JCCT:

A. Insurance Coverages Required

1. Commercial General Liability insurance including Contractual and Product Liability coverage with a limit of not less than -

\$1,000,000 Per Occurrence
\$1,000,000 Aggregate Per Project

2. Commercial Automobile Liability insurance covering any auto with a limit of not less than -

\$1,000,000 Per Accident

3. Garagekeepers Legal Liability insurance with a limit of not less than -

\$5,000,000 Per Occurrence
\$1,000 Deductible Per Vehicle

4. Workers' Compensation statutory to the Commonwealth of Virginia with Employers Liability limit of not less than -

\$500,000 / \$500,000 / \$500,000

5. Commercial Umbrella / Excess Liability not less than following form excess of Commercial General Liability, Commercial Automobile Liability and Automobile Liability with a limit of not less than -

\$5,000,000 Per Occurrence
\$5,000,000 Aggregate

B. Deductibles and Self Insured Retentions -

Self-insured retentions on any required insurance are not permitted without written approval of JCCT's Risk Manager. The Garagekeepers Legal Liability insurance deductible is not to exceed \$1,000 per vehicle.

C. Other Insurance Provisions

1. Contractor's General Liability insurance is to name JCCT as Additional Insured per Insurance Services Office Form 2010. Such insurance shall be on a primary basis. JCCT's insurance policies shall not contribute in any loss payment insured under JCCT's Commercial General Liability policies.
2. Contractor shall furnish JCCT with a certificate of insurance annually evidencing the insurance policies required. Such certificate shall require at least 30 days notice of

cancellation. Any reference in the certificate quantifying the requirement of notice to "endeavor" or similar language shall be struck from the certificate.