

# EVERGREEN

THE EVERGREEN STATE COLLEGE  
OLYMPIA, WASHINGTON

## CONTRACT # 93978 AMENDMENT # 1

### LATE NIGHT TRANSIT SERVICES

WHEREAS, There is a contractual agreement executed by and between The Evergreen State College (hereinafter referred to as (Evergreen), and Intercity Transit (hereinafter referred to as (Contractor), executed September 19, 2014, providing for Late Night Transit services;

WHEREAS, It is the desire of Evergreen and Contractor to amend certain articles of that contractual agreement:

Now, therefore, the parties agree to the following amendment:

#### **Revise:**

**IV. TERM OF PERFORMANCE.** Upon review and mutual agreement by Evergreen and Contractor this contract is extended beginning September 23, 2016 through June 18, 2017. This is the first of five extensions allowed by the contract.

#### Fall Quarter 2016

Beginning: Sept 23 (Friday)

Ending: Dec 18 (Sunday)

No Service: Nov 25-27 (Thanksgiving weekend)

#### Winter Quarter 2017

Beginning: Jan 13 (Friday)

Ending: Mar 26 (Sunday)

#### Spring Quarter 2017

Beginning: Apr 7 (Friday)

Ending: Jun 18 (Sunday)

**Revise:**

**VI. Proof of Insurance.** Intercity Transit will keep in force insurance coverage. Intercity Transit must submit a valid Certificate of Insurance to Evergreen’s Purchasing Office before any work begins on campus. At the time of any extension to period of performance, Intercity Transit will provide an updated or annual or annual Certificate of Insurance to Evergreen.

Insurance coverage is to be for the following, at a minimum:

The limits of liability insurance shall not be less than as follows:

Each Occurrence	\$15,000,000
General Aggregate Limits (other than Products-Completed Operations Limit)	\$15,000,000
Products-Completed Operations Limit	\$15,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

**IX. COMPENSATION**

The total fee for services during the academic year 2016-2017 will not exceed \$44,914.67. Contractor will invoice Evergreen \$14,971.55 at the end of each of the following three months: December 2016, March 2017 and June 2017. However Evergreen and Contractor may mutually agree in writing to a price increase in fees for Winter Quarter and Spring Quarter.

**Concur:**

**X. SERVICE DESCRIPTION / HOURS OF OPERATION**

The Late Night Transit Services will operate Friday evening/Saturday morning & Saturday evening/Sunday morning, 12:00 AM to 3:18 AM and Sunday evening, 9:00 PM to 12:00 AM from the first Friday night of the academic quarter until the first Sunday night following the end of that academic quarter.

The service will consist of following trips each night as follows: Friday evening/Saturday morning and Saturday evening/Sunday morning leave Evergreen Dorm Loop at 11:46 PM, 12:25 AM, 1:25 AM and 2:25 AM; leave Evergreen Library Loop at 12:00 AM, 12:30 AM, 1:30 AM, and 2:30 AM. Sunday evening leave Evergreen Dorm Loop at 9:25 PM, 10:25 PM and 11:25 PM; leave Evergreen Library Loop at 9:30 PM, 10:30 PM and 11:30 PM.

Intercity Transit passenger Rules of Conduct, as amended, apply to this service. All riders shall pay current fare or display valid Evergreen student identification with sticker, STAR Pass or other Intercity Transit fare instrument upon boarding the vehicle.

Amendment #1, Late Night Transit Services  
The Evergreen State College  
Intercity Transit

**Revise:**

**XIII. Contacts**

Intercity Transit:

**Contract Administrative-Alternative:**

Eric Phillips, Development Director

Ph: 360.705.5885

[ephillips@intercitytransit.com](mailto:ephillips@intercitytransit.com)

**Accounting**

Accounts Receivable

PO Box 659, Olympia, WA 98507

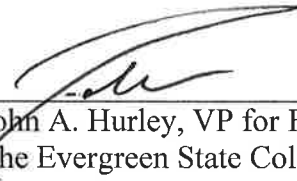
[RSafire@intercitytransit.com](mailto:RSafire@intercitytransit.com)

All other terms and conditions of the original contract remain unchanged.



Ann Freeman-Manzanares, General Manager  
Intercity Transit

Sept 21, 2016  
Date



John A. Hurley, VP for Finance and Administration  
The Evergreen State College

Sept 19, 2016  
Date

