

**ITEM 4 ATTACHMENT B
PROFESSIONAL SERVICES AGREEMENT
(Ideal General Services, Inc.)**

CONTRACT SUMMARY

Name of Contractor:	Ideal General Services, Inc.
City Department in charge of Contract:	Public Works Department
Contact Person for City Department:	Hali Aziz Goktapeh, Assistant Transportation Planner
Period of Performance for Contract:	July 1, 2020 – June 30, 2021
Not to Exceed Amount of Contract:	\$192,00 (One Hundred Ninety Two Thousand Dollars)
Scope of Work for Contract:	City of Calabasas Dial-A-Ride Services Provider

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable

yes no - Is Auto insurance required in this contract?

Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million Dollars (\$1,000,000) per incident.

yes no - Is Professional insurance required in this contract?

yes no - Is Workers Comprehensive insurance required in this contract?

Worker's Compensation insurance as required by the laws of the State of California

Other: N/A

**PROFESSIONAL SERVICES AGREEMENT
(Ideal General Services, Inc.)**

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and **Ideal General Services, Inc.**, a California Corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **City of Calabasas Dial-A-Ride Services.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: July 1, 2020.
- 3.4 “Expiration Date”: June 30, 2021.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any

such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Ninety Two Thousand Dollars (\$192,000.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Parva Mostofizadeh** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using

Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against

any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the

amounts as set forth below:

- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Umbrella Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence.
- 11.1.4 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant

agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Hali Aziz Goktapeh
Assistant Transportation Planner
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Ideal General Services, Inc.
PO Box 9021
Calabasas, CA 91372
Attn: Parva Mostofizadeh
Telephone: (818) 591-9400
Facsimile: (805) 418-7995

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects,

materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

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TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
Ideal General Services, Inc.

By: _____
Alicia Weintraub, Mayor

By: _____
Parva Mostofizadeh, President

Date: _____

Date: _____

By: _____
Robert Yalda, P.E., T.E.
Public Works Director/City Engineer

By: _____
Mahmoud Baniahmad, Vice President

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK

Scope of Services:

The City of Calabasas requires Dial-A-Ride demand response service. The paratransit system consists of the following

- Dial-A-Ride demand response, paratransit service within the City of Calabasas city limits and select predetermined locations outside of the city boundary.
 - One wheelchair accessible vehicle and one standard vehicle to be provided by the contractor (minivan)
 - Regular program hours schedule pick-ups
 - First car:
 - begin at 8:00 a.m. and conclude at 6:30 p.m. Monday to Thursday,
 - begin at 8:00 a.m. and conclude at 5:00 p.m. on Friday,
 - begin at 9:00 a.m. and conclude at 5:00 p.m. on Saturday.
 - begin at 10:00 a.m. and conclude at 4:00 p.m. on Sundays.
 - Second car for medical appointments only:
 - begin at 9:00 a.m. and conclude at 5:00 p.m. Monday through Thursday.
 - begin at 9:00 a.m. and conclude at 4:00 p.m. on Friday.

Regulations:

- Service users are limited to Calabasas residents only.
- Service users are entitled to three (3) round trips in a week.
- The service area of the contractor is limited to the city boundaries and the ten locations listed on the map provided herein. The city only subsidizes the contractor for trips within the boundary or to any of the listed locations on the map. Trips failing outside the designated service boundary are not allowed and will not be compensated unless otherwise authorized in advance by the Public Works Department.
- Operator shall not wait for passengers for more than 5 (five) minutes at any point of pick-up. Exceptions will be made for senior and handicapped persons who must present themselves and/or be en route to the vehicle within the allowable time line.

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- The contractor shall not be compensated for waiting time or “No Show“ trips.
- Animals are not allowed on the Calabasas Public Transportation, except for service animals.
- During a service day, the contractor shall be compensated for three (3) hours in the event that there is more than three (3) hour gap between two short trips, plus the total hours of remaining completed trips. In the event that there is no gap more than three (3) hours between trips, the contractor shall be compensated for the total hours of completed trips in that day.
- The second vehicle shall be used for medical appointments only.

The liability insurance requirements are:

- \$1,000,000 for Comprehensive General Liability.
- \$1,000,000 (per occurrence) for Auto Liability.
- \$1,000,000 (per occurrence) for Umbrella Liability
- \$1,000,000 for Worker's Compensation.

Contractor Responsibilities:

The contractor shall be responsible for the management and operation of Calabasas Dial-A-Ride Demand Response, paratransit services purchased by city. Contractor shall manage service in accordance with the guidelines and parameters established in the RFP. The omission of a duty or responsibility herein below shall not relive contractor of its obligation to perform such duty or accept such responsibility, so long as its usual, customary and generally accepted with the public transportation industry as being element of operating a fixed-route service.

Contractor shall furnish all facilities, equipment, and services required in the operation and management of said services unless specifically identified to be contributed by city in the RFP.

The contractor has to coordinate and manage all the necessary program activities, which include:

- Maintenance of all vehicles.
- Provide vehicle contractors and project personnel.
- Train Personnel (and continue training in case of any requirement changes).
- Develop administrative and operational procedures.

- Compile and maintain financial and non –financial records.
- Develop and improve effectiveness and maximize service efficiency.

It is the contractor’s responsibility to obtain all federal, state, and local approvals and permits prior to start of service. The city will provide vehicle license and registration.

Legal and Regulatory Requirements:

Drug and Alcohol Testing & Americans with Disability Act

The contractor is required to comply with FTA drug and alcohol testing regulations in compliance with FTA Master Agreement Section 40, and other drug and alcohol testing rules and regulations as may be required by the FTA. The contractor will fully cooperate with the City in providing necessary information and documentation to enable the City to comply with FTA reporting requirements. The contractor shall comply with the applicable requirements of the American with Disability Act (ADA).

Reporting

The Contractor is required to become familiar with the reporting requirements for the Calabasas DAR program. The contractor is required to work with the city to keep up to date on all reporting requirements including meeting with City staff hosted by METRO. The contractor shall work with the City to prepare for audit including attending pre audit meetings to ensure the accuracy of records. It is the contractor’s responsibility to meet with auditors to make sure all records are available. It is the contractor’s liability to pay fines imposed on the City due to contractor’s failure to comply with any of the reporting requirements.

Vehicle /Equipment:

Vehicles needed to operate the service are to be provided by and maintained in good repair and in a condition satisfactory to the city by the contractor. The contractor will be responsible for licensing of this equipment and must comply with all applicable federal and other statues and regulations governing its use. The vehicles are to be a lift equipped minivan or other ADA compliant vehicle, white or dark green in color, All vehicles utilized in the DAR fleet are required to have each service’s logo/decal design, and artwork for each service is needed.

Contractor is responsible for the expenses of the fabrication of these items and placing the logo/decals on the vehicle. Contractor shall be responsible for the maintenance and upkeep of the logo/decal and artwork on the vehicles. The contractor shall make cell phones available to all drivers for use in emergency.

Any other type of vehicles used for Dial-A-Ride service is to be approved in writing by the Director of Public Works Department.

Vehicle Maintenance Requirements:

Maintenance Records

As required by California Code of Regulations 13 (13CCR) the contractor shall maintain a current vehicle file in chronological order. At a minimum the following information must be kept in this file:

- Maintenance Repair Work Orders
- Preventive Maintenance Schedule Reports.
- Contractors Defect Report (Pre-operation and Maintenance Record cards).
- Report of Trouble.
- Quality Assurance Inspection Reports.
- CHP Terminal Inspection Reports.
- Vehicle Smoke Emission Records.

The city reserves the right in its sole discretion to review maintenance record of, inspect and reject temporarily or permanently, by notice to the contractor, any vehicle the contractor utilizes which the city deems unacceptable All necessary repairs made to the vehicles shall be made within three (3) days of notice of repair by the city, the contractor shall submit to a subsequent vehicle inspection on or before the fourth day following the notice date. Failure to comply with this provision shall entitle the city to terminate this agreement.

Demand Maintenance:

The contractor shall be responsible for the maintenance and repair of all vehicles, communication systems, and all other equipment, furnishings and accessories required in connection with its operation of the service in a clean, safe, sound and proper operable condition at all times.

Mechanical Road Calls Response Time:

The contractor shall be responsible for dispatching a replacement vehicle within 10 (ten) minutes in the event of a vehicle deployed for or in a revenue service becomes disabled due to mechanical breakdown or accident. IF the delay of service is 20 (twenty) minutes or longer, the contractor shall notify the city's transportation planner via the agreed upon communication protocol.

Vehicle Systems:

Wheelchair-Lift/Ramp/Securement Systems:

The contractor will ensure the wheelchair lifts, ramps, and securement systems are operational on all vehicles in the fleet. All broken systems must be repaired within 24 hours.

Climate Control:

The contractor shall maintain the heating and air conditioning units in proper working condition and to ensure comfortable environment inside the vehicles. Drivers shall monitor climate control units to ensure they are working properly. In service vehicles without working heating or air conditioning will be exchanged within one round trip or sooner.

Fare/Passenger Collection:

The contractor is responsible for collecting the appropriate fare and reimbursing the city at the end of each month, via monthly invoices.

Vehicle Conditions:

The contractor shall maintain vehicles in a clean and neat condition at all times.

Body Damage:

The contractor is responsible for repairing all vehicle body damage in a timely manner. Should the vehicle need extensive body repairs, the contractor shall provide the city with a timeline for the repairs, the Contractor shall provide the city with a timeline for the repairs to be completed. Normal body damage must be repaired within 72 hours of occurrence.

Exterior/Interior Advertising & Public Notices:

The city reserves the exclusive right to place advertising material on the interior and/or exterior of the revenue vehicles. The contractor shall not install any advertising material on the interior or exterior of the bus except as directed by the city. The contractor shall cooperate with any advertising program the city may have.

Revenue Vehicle Paint & Decals:

Contractor must paint all damaged vehicles to match the original color scheme. The contractor shall also procure a supply of decals to replace any damaged decals during the term of the agreement.

City Vehicle Inspection:

The city shall have the right to inspect any and all vehicles or cause same to be inspected at any time, with or without notice to the contractor, provided, however that unless the city determines in its sole discretion that emergency conditions or factors affecting safety or security otherwise, the city will give at least 24-hour notice of any such inspection.

Facility Requirements:

The City of Calabasas does not own a transit operations and maintenance facility for its Dial-A-Ride services. The contractor shall provide an operations and maintenance facility.

Vehicle Parking and Deployment:

One DAR vehicles is allowed to be parked at the parking lot located behind the City Hall

building at 100 Civic Center Way. The vehicle is not allowed to be stored at this location.

Communication Equipment

The contractor must ensure that phone and Internet services provided are sufficient to effectively and efficiently support DAR systems. Following phone and Internet services must be available from their facility:

- Phone Lines – Sufficient number of phone lines for the contractors internal and customer service functions.
- Fax Line - At least one dedicated fax line.
- Computer Network

The contractor will operate the Calabasas DAR services as specified by city and in strict accordance with the regulations set forth in the RFP, and shall provide such services in a safe, professional, and courteous manner. The contractor shall ensure a sufficient number of operators, both regularly scheduled and extra board, to provide consistent and reliable service.

The city will not be responsible for payment for any traffic or parking ticket. The contractor shall be responsible for all the costs associated with repairing physical damage to the vehicles.

Vehicle Operator Requirements:

All operators must have a current and valid state issued license to operate DAR. In addition, operators must wear a shoulder patch on their name which contains name, employee number, and contractor name.

Drug and Alcohol Testing

The contractor shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to the city approval. Such program will comply with all applicable requirements as established by the Federal Transit Administration or by the other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991.

Background Check

The contractor shall use appropriate employee screening and selection criteria to assure the

employment of the best-qualified applicants available, emphasizing competence, courtesy, reliability and good customer service skills. The employees should be able to communicate in English and be able to complete written reports in a clear, concise, and legible manner. The contractor shall check an applicant's driver license records through the DMV, conduct a pre-employment physical examination, and drug/alcohol screening tests. The contractor shall make all reasonable efforts to remove any employee who is convicted of a felony or of a crime involving moral turpitude during his/her employment. The contractor shall conduct a "Live Scan" DOJ & FBI check to determine criminal background of employees. The contractor shall complete the background check prior to hiring and every two years.

General Duties:

In addition to safe operation of vehicle, operators must also perform the following general duties:

- Operator Wheelchair lift and secure wheelchair passengers.
- Record passenger counts as required.
- Data collection as necessary.
- When requested, provide passenger assistance during boarding or alighting.
- Assist in loading and unloading of senior citizens and disabled riders packages not exceeding twenty-five (25) pounds.

Communications Skills

Operators must uphold the city's high-quality customer service expectations by performing the following duties:

- Effectively communicate using English both verbally and in writing as solely determined by the city.
- Provide assistance to passengers of limited English proficiency, including directing such passengers to where they can receive more information regarding Calabasas's Public Transportation Services.
- Proactively communicate with passengers to disclose, explain, or answer questions about unscheduled stops, recovery points, driver switches, or other interruptions to service, including the approximate amount of time each occurrence will last.

- Proactively communicate with passengers when passengers board a bus that is either going out of service or completing its last trip of the day.

Distribution of Materials & Pre-Trip Inspection

The operators will, when requested by the city, hand out notices to passengers or otherwise render assistance in customer relations, promotion, marketing, monitoring and supervisory functions. Furthermore, operators must conduct a pre-trip inspection prior to taking vehicle into revenue service.

Operator Uniforms & Safety

The city and the contractor shall agree upon a standard uniform. Operators shall be in uniform at all times in service or otherwise in duty. In addition, operators are required to follow local, state, and federal road, driving, and traffic laws, including but not limited to wearing a seatbelt and refraining from cell phone usage while the vehicle is in motion.

Accidents

All traffic accidents involving DAR vehicles, irrespective of injury, shall be immediately reported to the appropriate law enforcement agency. The city's transportation planner shall be notified via the agreed upon communication protocol (E-Mail and/or Phone) by contractor of all accidents and incidents within 4 hours, In cases of involving injuries where person(s) are transported for medical attention, the contractor shall notify the city's transportation planner immediately. The contractor should have an accident investigation protocol in place.

Furthermore, the contractor will supply the city with copies of all accident and incident reports and photos from law enforcement within twenty-four (24) hours of the occurrence.

Incidents

The contractor is responsible for responding to passenger incidents. All incidents must be logged and reported to the city no later than close of the same business day.

Dispatcher/Customer Service Representative Responsibilities

The contractor shall provide sufficient personnel during non-peak and peak hours of operation. Personnel shall be trained in customer service techniques and to be sensitive to the special needs of the elderly and individuals with disabilities.

Telephone Service

The contractor shall provide trained personnel to answer telephone requests for service for the DAR service. Contractor shall provide a phone system that includes multiple lines sufficient to handle the expected call volume, recording capability, and timing capability. Hold times may not exceed sixty (60) seconds for any call. Personnel will be responsible for the following inquiries:

- Schedule information
- Questions concerning delays
- Lost items
- General complaints

Fueling:

The contractor is responsible for all fuel expenses.

Safety and Emergency Procedures:

The contractor shall assume full responsibility for ensuring that the safety of passengers, operations personnel, and all vehicles and equipment are maintained at the highest possible level throughout the term of the agreement. The contractor shall comply with all the applicable CHP and OSHA requirements, including pull notices. Contractor shall furnish the city with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports within five (5) working days of the inspection.

The contractor shall develop, implement and maintain, in full compliance with any applicable local, state, or federal regulations or requirements, a formal safety and accident prevention program including monthly safety meetings, participation in safety organizations, safety incentives offered by contractor to operators and other employees, and participation in risk management activities under the auspices of the contractor's insurance carrier or other organization.

The contractor shall participate in the State of California Department of Motor Vehicles "Employer Pull Notice Program" for appropriate monitoring of employee driver license activity.

Hazardous Conditions

Vehicle operators shall report all hazardous road conditions or observed issues with furniture in bus zones (e.g., downed trees, missing or downed bus signs, graffiti on bus benches, malfunctioning signals, broken curbs at bus stops, etc.) in the city to the contractor's supervisor. The contractor in turn shall immediately notify the city of such conditions and shall take necessary precautions to safeguard passengers and personnel.

In-Service Vehicle Failures

The contractor shall require the vehicle operators to report any in service vehicle failure to the contractor's supervisor. The supervisor will attempt to ascertain the problem, use good judgment, and instruct the vehicle operator to take appropriate corrective action. If necessary, the supervisor will immediately send a spare vehicle to the location and the operator and passenger will change vehicles and continue in service. The contractor, if necessary, shall send a mechanic to the location in order to take corrective measures and/or supervise the towing of the vehicle.

Wheelchair Lift/Ramp Failure

The contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts or ramps. Operators are required to report all in-service lift or ramp failures to the contractor's supervisor. If the lift or ramp fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the equipment failure. If the lift or ramp fails while attempting discharge of a wheelchair passenger, the operator shall manually operate the equipment and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift or ramp failure.

Passenger Disturbance

The contractor shall instruct vehicle operators to report nonpayment of fares; graffiti or other vandalism on the vehicles; pushing, shoving and other disturbing or dangerous conduct; and other serious passenger disturbances to the vehicle operators supervisor. Good judgment should be used to handle any passenger disturbance.

Medical Assistance to Passenger:

The contractor's employees shall use good judgment in responding to passenger accidents, injuries, and illness occurring on the vehicles. In the vent of a passenger requiring medical

assistance, the vehicle operator shall immediately advise the contractor's supervisor of the situation and location of the vehicle and the supervisor shall notify the appropriate fire department, or paramedics for assistance.

Accidents

The contractor is required to have an accident and emergency notification program that keeps the city notified of accidents or emergencies and the progress of claims to assure city that claims are promptly and fairly handled. The contractor shall require all vehicle operators to report any accident or incident involving the vehicle to the contractor's supervisor. The supervisor shall use good judgment in handling the situation, and shall immediately notify Police or Fire Department if necessary. The contractor will complete an accident report approved by the city with a copy sent to the city no later than the start of the next service day. All accidents shall be submitted to the DMV as required. The contractor must assume all liability for accidents and workers' compensation claims, etc.

Emergency/Natural Disaster

In the event of an emergency or natural disaster, the contractor shall make available, to the maximum extent possible, transportation and communications services and facilities to assist the city in ameliorating such incidents. To the extent the city requires the contractor to provide such emergency services and facilities, contractor shall be relieved of the obligation to fulfill the duties and responsibilities to operate services herein above contained. Furthermore, the contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that amount of such compensation and time of the its payment shall be mutually agreed upon by the contractor and the city following the conclusion of the emergency or disaster, or at such other times as they mutually agree.

Customer Service

The contractor will receive customer correspondence via E-Mail from the city as they are received. The contractor shall make at least three documented attempts to contact each customer filing in order to discuss and resolve the complaint. The contractor shall provide the city with the resolution via the agreed upon communications protocol no later than five days from receipt of the information.

The contractor shall report to the city all customer correspondence or complaints received directly to or at their offices. The contractor shall inform the city within one working day of the

communication and shall follow the procedures noted above for resolution of any complaints.

Lost & Found

The contractor is responsible for storing lost and found items in a secured location for 30 days. In addition, the contractor will keep a log that has information about who found the item, where it was found, and the date and time it was found. After 30 days, the contractor must donate any unclaimed items to a local charity and report this information to the city.

Performance Standards & Liquidated Damages

The contractor will strive at all times to provide service in a manner which will ensure responsive service to transit customers, while at the same time maximizing service reliability and safety. In order to identify key areas of concern to the city, various performance standards are described below for which liquidated damages (referred as damages) may be assessed when service falls below the standards. The city may elect to change, modify or add performance measures during the term of the contract to ensure a high level of customer service.

Dial-A-Ride (DAR) Minimum Performance Standards

<p>Passenger Pick-Up Window:</p> <p>Passenger pick-up will take place within the designated 20 minute window, based on the scheduled appointment time (20 minute window is defined as 5 minutes before the appointment time to 15 minutes after the appointment time).</p>	<p>90% of trips completed within the 20 minute window</p>
<p>Ride Time:</p> <p>The time period allowed between passenger pick-up and drop-off.</p>	<p>No more than 40 minutes</p>
<p>Service Time:</p> <p>The time period that includes the 20-minute wait period and the 40-minute ride time.</p>	<p>No more than 60 minutes.</p>
<p>Productivity:</p> <p>The number of passengers carried per revenue service hour.</p>	<p>3.5 passengers per revenue hour</p>
<p>No-Shows:</p>	<p>10% of trips scheduled</p>
<p>Late Trips:</p> <p>The number of trips where the vehicle arrives beyond the 20-minute window.</p>	<p>No more than 10% of trips scheduled.</p>

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Missed Trips: Any trip where the driver arrives for the pick-up more than 30 minutes outside of the pick-up window	No more than three trips in a month.
Phone call hold time:	60 seconds maximum

Liquidated Damages

Any breach of this agreement by the contractor could result in substantial damages and injury to the public and city in amounts, which are difficult to ascertain with specificity at this time. Therefore, certain dollar amounts are established here for the identified standards. Damages may be waived if due to a manufacturer defect existing in a vehicle or series of vehicles.

The damages described below may be instituted by the city no sooner than two months after the initiation of the services, with the exception of the Service Failure Penalty described below.

The city may elect to not assess a penalty at any occurrence; however, this does not prohibit the city from assessing a penalty in the future for a similar occurrence. In addition, the damages detailed in this section shall not relieve the contractor of its obligations to satisfy each and every requirement under the terms of the agreement. The invalidity or unenforceability of any particular assessment established in this section shall not affect the validity or enforceability of other assessments established in this agreement.

The city’s transit manager and contractor’s general manager will meet per mutually agreed upon schedule to review potential deficiencies. At the close of each of these meetings, a determination will be made as to what, if any, liquidated damages will be assessed. The transit manager’s decision with regard to the assessment of payment reductions is final and may not be appealed. After damages are assessed, the rate of consideration shall revert to the rates specified in the compensation section of the agreement until the next assessment is made.

This program does not lessen the city’s right to declare a material breach of contract for non-

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compliance reasons, nor does it constitute a waiver of any other remedies provided by law. This program is in addition to, and not in lieu of, all other city remedies for failure to perform the agreement.

	Item	Amount
A	Failure or neglect to resolve complaints within two weeks	\$100 per incident per service recipient.
B	Failure to repair damage to customer property caused by contractor or its personnel.	\$500 per incident, per location.
C	Failure to have a vehicle operator properly licensed.	\$1,000 per incident per day.
D	Failure to maintain or timely submit to city all documents and reports required under the provision of this agreement.	\$250 per incident per day.
E	Failure to display contractors name, as operators, and customer service phone number on transit vehicles.	\$500 per incident per day.
F	Failure to comply with the hours of operation as required by this agreement.	\$1,000 per incident per day

Prevailing Wages

The city has determined that the proposed program is subject to the provision of Labor Code 1720 thereby requiring the contractor to pay the prevailing wage rates for all work performed under the contract. Accordingly, the proposed project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

SERVICE PLAN:

Dial-A-Ride (DAR)

The contractor will service the Dial-A-Ride exactly as specified by the city and in strict accordance with the operating schedules and routes set forth in the RFP.

It is our goal to provide the City of Calabasas with:

- Safe, Dependable, Courteous, and Timely Service
- Attractive and Well Maintained Vehicles
- Professional, Courteous and Knowledgeable Drivers
- Excellent Customer Support and Response by our Phone Operators
- Prompt and Open Communication with the City of Calabasas Staff

Dial-A-Ride Trip Reservation

IGS will make dispatchers available via telephone for reservations and information from 8 a.m. to 6:30 p.m. weekdays, 9 a.m. to 5 p.m. on Saturdays, and 10 a.m. to 4 p.m. on Sundays. There will be a voicemail available in case reservations are made during off hours. The calls are answered in a courteous and polite manner in the order received.

Once the customer decides to make a reservation, and the trip can be scheduled, his or her credentials are verified with the database of registered Dial-A-Ride users supplied by the City of Calabasas. A new trip will be registered in the database if the customer can be verified successfully. A pickup time and location will be noted and the dispatcher will confirm if any special assistant will be needed.

In the event the trip cannot be scheduled due to scheduling conflicts the dispatcher will suggest rescheduling within a couple hours of the original request. If the dispatcher and the customer cannot come up with an alternative reservation the request will be noted as unsuccessful.

IGS. will maintain a user log in order to track each resident's roundtrips per week. Trip cancellations and changes are booked by the dispatcher and routed to the operator. In "No Show" instances the driver will attempt to call the customer and allows the customer to show up within 10 minutes of the scheduled pick up time.

IGS will ensure that there is always a minimum of two reserve drivers, who can immediately replace a sick or absent driver. IGS expects absolutely no delays in route times if its scheduled driver(s) is unavailable for any reason.

IGS will assure that the second vehicle is used for medical appointments only.

Technology Enhancements:

IGS. will install a Fleetmatic (www.fleetmatics.com) car tracking system in all Dial-A-Ride

vehicles. Pertinent information including but not limited to location, start time, stop time, idle time, speed of vehicle and daily reports can be viewed in real time by us and the City of Calabasas staff through a web based application on the internet. This addition will enhance on-time performance, safety, accountability and fuel efficiency.

IGS. will maintain the Dial-A-Ride in a clean and neat condition including daily cleaning and monthly detailing. The DAR vehicles will be maintained according manufacturers check-up schedule and all maintenance records will be available for the city to review.

Communications

(i) Radio – Vehicle operators are required to make sure the radio is working properly before taking the vehicle into revenue mode. The radio shall only be used in safe situations while driving in a congested or demanding situation the operator must avoid using the radio. The drivers will be disciplined if they use abusive or unprofessional language on the radio.

(ii) Telephone- All drivers will be equipped with cell phones to stay in open contact with dispatch.

(iii) Internet and Intranet – The company’s website (www.idealgeneral.com) will be the main Internet domain for IGS. The website will supply general information about the firm.

(iv) Print Communications – Notes and memos will be posted in the employee check in area and in the company’s lobby.

Customer Information

(i) General Information - The company website, contact, and emergency information will be printed and available to all passengers in each vehicle. The website will include general information for the public along with any emergency notices. All drivers will go through an extensive training program on how to proactively engage customers in communicating about any changes or interruptions in service. IGS strives to make the rides as customer friendly as possible and will proactively seek feedback on how to improve the customer satisfaction.

(iii) Emergency Information: In the event of an emergency, all parties involved will be notified in order to resolve the situation in a safe and swift manner. IGS has emergency procedures in place, which are available upon request.

Contractor and Staff Training

IGS. is capable of hiring all required drivers, conducting employee screening, and training within two weeks of being awarded the contract. The training includes but not limited to the following: comprehensive knowledge of the city's Dial-A-Ride program, passenger relations and assistance techniques, and vehicle operating techniques. IGS. will implement random driver screening and weekly team meetings to address any issues.

IGS will perform random alcohol and drug tests to ensure the operators are within compliance.

Customer Service and Complaints

IGS. will approach this project the same it has with it is prior and current projects: Customer orientated with a high emphasis for safety and efficiency. IGS. employees will go through an extensive in house program that has been developed in the last seventeen years of service. IGS will follow the four-step procedure to resolve any complaints:

- If the complaint occurs while operating the shuttle the driver will document the complaint and report it to the supervisor. (If the complaint is online then supervisor will see the complaint directly}
- The supervisor will investigate the complaint, which includes questioning the driver, following up with the customer to understand the nature of the complaint, and watch the Dash Cam footage for any evidence.
- If the complaint is confirmed, the file of the involved employee will be documented and necessary disciplinary steps will be taken.
- IGS will be filing a report with the City of Calabasas documenting the complaint. If the complaint is serious matter the City will be notified immediately

IGS is training its employees to fully make each trip for passengers a friendly, polite, clean and timely experience. IGS will allow customers to leave feedback about the service on the company website and in a notebook form in every vehicle. Any complaints reported to IGS will be reported to the city immediately and will be resolved in a polite manner.

IGS will be available to the City of Calabasas 24/7 in order to discuss any changes to the DAR program or consult about any other issues. The phone system and E-Mail will be utilized to provide customer service and open communication with the City of Calabasas staff. Furthermore,

there will be a pre-recorded message during off hours to inform the public and will permit customers to leave messages, which will be responded to during business hours.

Safety

IGS. will develop and maintain a safety and accident prevention program including monthly safety meetings. Furthermore, IGS will incentivize and reward operators for a safe and complaint free record. IGS. takes maintenance and safety of all vehicles very seriously. IGS. will obtain the manufactures maintenance recommendations for each vehicle in operation in the DAR program and will ensure mechanics perform full maintenance and safety inspections on the vehicles on a regular basis. IGS. has had its fleet serviced with Calabasas Auto Car Care (4929 Las Virgenes, RD #A, Calabasas) for the last 10 years. The mechanics have extensive experience in servicing shuttles, van, and trolleys. All maintenance will be according to manufacturer recommendations and schedules. In addition, advanced technology will be utilized to track all the vehicles for fuel efficiency purposes.

IGS will participate in the State of California Department of Motor Vehicles “Employer Pull Notice Program” for appropriate monitoring of employee driver license activity

IGS. currently has all necessary permits to operate its limousine and airport shuttle services. Furthermore, IGS. maintains its vehicles in strict conformity with maintenance and safety inspection requirements. IGS. will fully ensure that it is in full compliance with all government regulations if it is awarded this contract. Additionally, if necessary, IGS. will seek legal counsel to advice regarding complying with government regulations.

IGS. will follow the California Highway Patrol recommendations pursuant to TITLE 13 of the California Code of Regulations Division 2, Chapter 6.5 §1232. Vehicle Inspection and Maintenance.

Hiring Plan:

IGS. has been in the transportation business for seventeen years and fully realizes the fact that the employees are the faces of a service-oriented business. In this case the employees that IGS hires represent the City of Calabasas hence IGS will go through an extensive hiring plan to hire the most professional, courteous, and qualified employees.

After reviewing an applicant’s resume, three members of management will interview the applicant. Management will determine if the applicant’s previous experience in the industry combined with the customer service ability is a fit for IGS and the City of Calabasas. Once the

applicant is determined to be the right fit IGS will run a background check. Below is the list of the background checks completed:

- DMV Record Review
- Drug and Alcohol Testing
- Pre-Employment Physical Examination
- Contacting Prior Employment References
- Police Criminal Background Check

Once drivers are selected, they will attend our special training program focused on professionalism, appearance and customer service. IGS will make reasonable efforts to remove any employee who is convicted of a felony or of a crime involving moral turpitude during his/her employment.

All drivers will be Class B passenger certified driver and will be able to operate the wheelchair lift in all vehicles. IGS has veteran experienced drivers that have been with the firm for over 10 years. The personnel are highly motivated and experienced in the transportation business. IGS will select the best-qualified drivers to handle the delicate DAR program. IGS is aware that the DAR program may involve senior citizens and disabled riders. Hence, the most experienced drivers from the database will be selected. The employees will be subject to further DMV record reviews on a regular basis. IGS. understands the Calabasas community and the high quality of services its residence demand and deserve.

Coordination with City Staff

The City and Contractor shall develop agreed upon communication protocol. The two-way communication channel shall include fax, e-mail, and telephone. IGS will make a member of management available 24/7 to the City staff through a dedicated cell phone line provided to the city upon winning the contract.

IGS is currently engaged in a timely and candid communication with the City of Calabasas while providing the Dial-A-Ride service.

Critical Timeline

IGS. does not expect any issues while preparing for the service startup date. IGS has been

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running the DAR program for the last 9 months without any complaints or interruptions. IGS has implemented all the required tasks stated in the RFP and is ready to continue servicing the city of Calabasas. IGS. is completely operational and ready to continue the Dial-A-Ride program upon being awarded of the contract by the City of Calabasas.

Labor Hours

The management team will be dedicating their entire time and attention to fulfilling the scope of services requested by the City of Calabasas. Management will be in the dedicated office Monday through Thursday starting at 8 a.m. until 6:30 p.m., Fridays starting at 8 a.m. until 5 p.m., Saturdays 9 a.m. until 5 p.m., and Sundays at 10 a.m. until 4 p.m. At least one person from management will be available on cell phone past operating office hours.

Monday	10.5 hours + 8 hours
Tuesday	10.5 hours + 8 hours
Wednesday	10.5 hours + 8 hours
Thursday	10.5 hours + 8 hours
Friday	9 hours + 7 hours
Saturday	8 hours
Sunday	6 hours
Hours per week	104
Cost	\$46
Weekly Cost	\$4,784
<u>Monthly Cost</u>	<u>\$19,136</u>

Management will dedicate 60-65 hours a week to manage operators, coordinate with the city staff, resolve any issues with the vehicles, and maintain reporting requirements.

By utilizing its current fleet and personnel IGS is able to have a full backup system for the Dial-A-Ride program at no cost to the City of Calabasas. In the event that the initial system is non-operational or overloaded, IGS will be able to provide immediate relief with a backup shuttle and

driver within minutes.

IGS has dedicated a 6 seat 2016 Chrysler van and a reserve driver (available within 10 minutes) to the Dial-A-Ride program. The maximum response time in the event of an incident will be 30 minutes.

There will be no interruptions in the scheduled trips since the relief system is available during service hours. While currently running the Dial-A-ride program IGS has experienced overload due to high demand. The backup car and driver were utilized and IGS was able to continue operation without an interruptions.

Statement of Economic Interest

IGS is currently the provider of the Dial-A-Ride service for the City of Calabasas.

EXHIBIT B
APPROVED FEE SCHEDULE

FEE SCHEDULE:

Dial-A-Ride: \$36 + \$10 = \$46 per service hour
Each year we add \$1 per service hour.

Demand response, paratransit service within the City of Calabasas city limits and select predetermined locations outside of the City boundary.

- IGS. will provide and maintain one wheelchair accessible vehicle (mini-van).
- IGS. will provide and maintain one Chrysler minivan.
- IGS. will provide customer service and reservation telephone line for passengers.
- Regular program hours are as following:
 - First car:
 - begin at 8:00 a.m. and conclude at 6:30 p.m. Monday to Thursday,
 - begin at 8:00 a.m. and conclude at 5:00 p.m. on Friday,
 - begin at 9:00 a.m. and conclude at 5:00 p.m. on Saturday.
 - begin at 10:00 a.m. and conclude at 4:00 p.m. on Sundays.
 - Second car for medical appointments only:
 - begin at 9:00 a.m. and conclude at 5:00 p.m Monday through Thursday.
 - begin at 9:00 a.m. and conclude at 4:00 p.m. on Friday.

The rates shown above reflect the services proposed in the proposal and are good for the contract term expiring on June 30, 2021. All additional hours of service will be charged accordingly.