



CITY *of* CALABASAS

REQUEST FOR PROPOSAL (RFP)

for

**THE OPERATION AND MAINTENANCE OF PUBLIC
TRANSIT AND TRANSPORTATION SERVICES FOR
THE CITY OF CALABASAS**

Issued on:

April 20, 2021

SUBMITTAL DEADLINE:

May 11, 2021 at 2:00 p.m.

CITY OF CALABASAS
Public Works Department
100 Civic Center Way
Calabasas, CA 91302
Telephone: (818) 224-1600
Facsimile: (818) 225-7338



Request for Proposal for Public Transportation Services

INTRODUCTION

The City of Calabasas is soliciting proposals from interested, qualified companies to provide services for a variety of transportation programs. The Request for Proposals (RFP) is to provide the City with a set of transit operation services, while maintaining a cost-effective approach. The City intends to award one contract to provide the requested services for a two-year term, with up to three one-year extensions.

REQUEST FOR PROPOSAL

The City of Calabasas (The City) is soliciting Proposals from qualified transit service providers (“Contractor”) for **Public Transportation Services**. Proposals must be submitted at or before **2:00 p.m. on May 11, 2021**. Proposals and amendments to Proposal received after the date and time specified above will not be considered and will be returned to the Contractors unopened. Faxed or electronically submitted Proposals will NOT be accepted.

Proposals submitted to City must comply with Section I and Section II, and must be based on the Scope of Services provided in Attachment A. Proposals will be evaluated and awarded in accordance with Section III: Evaluation and Selection. The selected company or companies must be willing to sign an agreement with the terms and conditions shown in the City model Professional Service Agreement, attached herein as Attachment B. Contractors are encouraged to promptly notify City of any apparent major inconsistencies, problems, or ambiguities in the Scope of Services.

INQUIRIES

In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the City Public Works Department at the following address: 100 Civic Center Way, Calabasas, CA 91302, Attention: Hali Aziz. Contractors are specifically directed NOT to contact any City Council members or personnel, other than specified personnel identified in this RFP, for meetings, conferences, or technical discussions that are related to the RFP.

All inquiries must be submitted in writing via email at hazizgoktapeh@cityofcalabasas.com and must be received at the City by the end of business on **May 03, 2021 at 5:00 p.m.** Please note that City will not be responsible for mailing any addendums. All addendums and notifications will be made available on the City’s webpage: <http://www.cityofcalabasas.com/public-notices.html>. Contractors are encouraged to check the website regularly since each Contractor will bear sole responsibility for having the RFP and all addendums. No new addendums will be posted after close of business on **May 06, 2021**.

CONFIDENTIAL MATTERS

All data and information gathered by the Contractor and its agents, including this RFP and all supplemental information shall be treated by the Contractor and its agents as confidential. The Contractor and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and / or in another job or jobs, unless written consent is obtained from the City.



MODIFICATIONS / WITHDRAWAL OF PROPOSALS

Modifications will be accepted by the City, and binding upon the responding company, where the modification:

- Is received by the City at the place designated for submission of RFP responses prior to the deadline; and
- Is sealed in an envelope clearly stating “Modification” and the name of the responding Contractor; and
- Is signed by the same individual who signed the original submittal.

At any time prior to scheduled closing time for receipt of RFP submittals, any responding Contractor may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the written consent of the City.

Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the Public Works Departments.

SELECTION PROCESS

A "Shortlist" of Contractors will be developed by the City and "Shortlisted" Contractors will be notified by City Staff of their status on **May 13, 2021**. Interviews of the "Shortlisted" Contractors may be required for the City's final selection. If that is the case, the interview is tentatively scheduled for **May 18, 2021**. Please keep this date open. Failure to appear at the interview will cause the Contractor to be eliminated from further evaluation.

All Contractors are required to certify that they are not debarred, suspended, or otherwise excluded from participating in this project. All Contractors will be required to certify that they are not on the Comptroller General's list of ineligible Contractors.



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CALENDAR OF EVENTS

(Tentative)

Distribution of RFP _____	April 20, 2021
Proposal Due Date _____	May 11, 2021
Development of Shortlist _____	May 13, 2021
Interviews of Selected Contractors* _____	May 18, 2021
Contractor Selection _____	May 19, 2021
Council approval of Professional Services Agreement _____	June 09, 2021
Transition Period _____	June 10, 2021
New Contract in Effect _____	August 01, 2021

Optional - *

All dates are subject to change.



SECTION I: PROPOSAL PACKAGE

A. Background Information

The City of Calabasas (City), is soliciting proposals from interested, qualified companies (Contractors) to provide services for a variety of transportation programs. Calabasas is a low density city of 24,000 residents, with hilly terrain, plenty of open space and transitions to rural, suburban design.

The Request for Proposals (RFP) is to provide the City with a defined level of services, while maintaining the most cost-effective approach possible. The City intends to award one contract to provide the requested services for a two-year term, with up to three one-year extensions.

Visit the following link for Calabasas Shuttle and Trolley Services information:
<https://www.cityofcalabasas.com/government/public-works/transportation-transit-division/shuttle-and-trolley-services>

B. General Scope of services

The operation of Calabasas' transit system consists of the following:

- Six (6) fixed-route. Refer to Attachment A: Scope of Services for details.
 - One (1) Citywide fixed transit route within Calabasas City Limits (1 hour and 30 minutes frequency)
 - Four (4) peak service routes, 2, 3, 4, 5, during AM and PM peak transit demand.
 - One (1) fixed-route Trolley

The Trolley program consists of one City owned Trolley bus providing a fixed route service throughout the City. Refer to Attachment A: Scope of Services for details.

During the summer, transportation services change due to a shift in demand. A revised route and schedule will be provided by the City one month before route changes go into effect for drivers to accommodate changes and learn the routes. These are periodic and random special events that occur throughout the year which require transportation. The awarded company will be required to provide those transportation services.

The City shall be responsible for all costs associated with vehicle fuel. The Contractor shall maintain and operate the bus program at its expense. Said operating costs shall include, but not be limited to:



- Vehicle maintenance and repair
- Insurance
- Personnel wages
- Taxes and fringe benefits
- Licensing
- Dispatching
- Radio equipment
- Training
- Supervision
- Data collection
- Management
- Advertising and Publications
- Storage and parking charges and fines.

C. Information Provided by the City

Contractors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Contractors rely on any oral statement.

Should a Contractor find discrepancies in, or omissions from, this RFP and related documents, or should Contractor be in doubt as to meaning, Contractor shall immediately notify the City's designated representative and, if the point in question is not clearly set forth, a written addendum or bulletin of instructions will be made available on the City's website: <http://www.cityofcalabasas.com>. Each person requesting an interpretation will be responsible for the delivery of such requests to the City's designated representative in writing as outlined in this RFP. The City will not be bound by, or responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

The City will not compensate Contractors for the cost of preparing a response to this RFP.

D. Intent

It is the intent of the City to award the contract to the most qualified, responsible Contractor as detailed in the Scope of Services, and with consideration of the potential costs for services. The City will negotiate with the Contractor deemed most qualified by the City to address the specific services to be provided, the time and order of services, staffing, areas of responsibility and proposed fee structure, including the amount and method of payment.



SECTION II: PROPOSAL CONTENT

The Contractor shall prepare a Statement of Qualification and a detailed fee schedule for the work to be performed. These proposals shall be submitted in separate, sealed envelopes containing the following information:

1. Statement of Qualifications:

1.1. Company Information

- a. Company Name
- b. Doing Business as Name
- c. Address
- d. Company Website URL
- e. Diversity Certifications (if applicable)

1.2. Company Contact Person

- a. Contact Name
- b. Contact Telephone Number
- c. Contact Email
- d. Who is the person(s) who will make final decisions on behalf of your company regarding, including potential negotiation points?

1.3. Staffing Plan and Organization Chart

Provide a staffing plan and organization chart that identifies the key members of the management team that will oversee the Calabasas Transit Service, their responsibilities, and reporting relationships.

- a. At minimum, this will include the general manager, assistant general manager (if proposed), administrative manager, operations manager, maintenance manager, and technology manager.
- b. The responsibilities of each position should be outlined.
- c. The staffing plan should document the support and reporting relationships within the company's broader hierarchy.
- d. If any functions will be subcontracted, these should be identified, along with full documentation of the subcontractor.
- e. Resumes for each of the identified staff members should be provided as an attachment to the proposal.

1.4. Firm Background and Experience

Specific aspects of the firm's experience and philosophy that merit the City's consideration during the proposal evaluation process should be included.



1.5. References

The names, addresses, and telephone numbers of three (3) former clients who have contracted with the Contractor for services similar to those described in this Request for Proposals. Provide a contact person, telephone number and email address. The City reserves the right to contact clients for reference. A description of similar projects that were successfully completed by the Contractor may be included in this section. Samples of similar work described in this section shall be attached.

1.6. Qualifications

- a. Contractor shall have no outstanding or pending complaints as determined through the State of California Department of Consumer Affairs.
- b. Contractor must be licensed to operate public transportation in the State of California, pursuant to the requirements of applicable Local, State, and Federal ordinances, regulations, and statutes.
- c. Contractor shall submit with their proposal, a summary of technical competence and qualifications of the firm, based on similar services provided to governmental entities by the Contractor.
- d. Contractor shall have a minimum of five (5) years previous experience in providing public transit services.
- e. Contractor must have the proper operational resources, and personnel to provide the services and to meet all requirements of this RFP.

2. Scope of Services

Provide a description of the approach and methodology to be used to provide the required transit services. Provide any relevant examples of previous work and/or review for any/all of the desired goal areas. See Attachment A for specific scope of services to be accomplished under this contract.

2.1. Service needs summary

Summarize the Contractor's understanding of Calabasas' needs and the proposed strategy for meeting those needs. Proposed changes to current operating practices should be identified in this section.

2.2. Service Plan

This section should detail the Contractor's understanding of Calabasas' needs, and commitment to fulfilling those needs. Where changes to current operating practices are proposed, those changes should be fully documented.

- a. Fixed Route – The proposal should identify how the service will be provided and discuss any technology elements that the Contractor is proposing.
- b. Communications – Describe how the Contractor will communicate with/dispatch drivers in the course of their duties. This includes:
 - (i) Radio
 - (ii) Telephone
 - (iii) Internet and Intranet



- (iv) Print communications
- c. Customer Information – How will communications systems be used to keep customers informed about the system?
 - (i) General information
 - (ii) Status of trip requests
 - (iii) Emergency information when something goes wrong
- d. Contractor and Staff Training – Fully describe all training programs that will be implemented.
- e. Administration and Operational Resources – Summarize the administrative and operational resources plan by position code and number of employees planned for each code.
- f. Customer Service and Complaints – How will the City’s requirements be satisfied?
- g. Safety – How will the Contractor satisfy state, federal, and City safety requirements?
- h. Startup and Transition Plan – The Contractor should identify issues that will be encountered during the service startup phase and how they will be addressed. These will include:
 - (i) Administrative offices – Has the Contractor secured office space that is located within or near the City? If so, where is it located? If not, how will the firm go about securing adequate facilities? A full description of appropriate facilities should be included in this section.
 - (i) Summarize the hiring plan, and how the Contractor will ensure that: experienced, motivated, and knowledgeable employees are ready to go on the first day of service.
 - a. Verification that all staff has cleared background checks to work with children.
 - (ii) How will the Contractor coordinate with the current Contractor during the transition period?
- i. Coordination with City staff – How will Contractor ensure that timely and candid two-way communications are maintained with City staff throughout the life of the contract? How will the Contractor ensure that the fee at risk included in the contract is fully earned?

3. Implementation Timeline

Please describe the critical path and milestones you will observe when preparing for the service startup date.

4. Labor Hours

Provide a preliminary scope of services and estimate the labor hours separated by task to fulfill requirements as laid forth in the scope of services. Provide information regarding your firm’s current staffing, current workload, and availability to provide the subject services in a consistent and reliable manner.



Provide information regarding a system that will be put into place if the initial system is non-operational or overloaded. This includes backup vehicles, personnel, or other pertinent system requirements to be provided at an acceptable cost. Provide information on maximum response time available for riders to continue on their destination. Describe how routes will be covered should there be

5. Statement of Economic Interest

The Contractor shall disclose any financial, business or other relationships with the City that may have an impact on the outcome of this contract. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract (see Attachments C and D).

6. Fee Schedule

The City has determined that the proposed program is subject to the provisions 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.

1. The fee schedule shall be submitted for the Contractor services outlined in the scope of work. The basis of payment for the services provided under this agreement shall be a maximum not-to-exceed fee. The fee proposal shall be identified for each phase of review.
2. The proposals submitted for transportation services should be for both transportation programs; the weekend trolley service and the shuttle services. Companies must bid on an hourly service format per program since additional services will be billed to the City at an hourly rate per program.

7. References

The names, addresses, and telephone numbers of three (3) former clients who have contracted with the Contractor for services similar to those described in this Request for Proposals. Provide a contact person, telephone number and email address. The City reserves the right to contact clients for reference. A description of similar projects that were successfully completed by the Contractor may be included in this section. Samples of similar work described in this section shall be attached.

8. Submittal

The Statement of Qualification and Fee Schedule shall be transmitted with a cover letter that must be signed by an official authorized to bind the Contractor contractually, and shall contain a statement that the proposals are valid for a one hundred twenty (120) day period. The letter accompanying the Statement of Qualification shall also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the Contractor. The cover letter constitutes certification by Contractor, under penalty of perjury, that the Contractor complies with nondiscrimination requirements of the State and the Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the Contractor may be rejected.



SECTION III: GENERAL PROPOSAL TERMS AND CONDITIONS

1. Communications Regarding RFP

If a Contractor is in doubt as to the true meaning or intent of any part of the Contract Documents, he/she may submit to Hali Aziz, via email (hazizgoktapeh@cityofcalabasas.com) a written request for an interpretation or a correction thereof. Interpretation or corrections of the Contract Documents shall be made only by addendum duly issued by Hali Aziz, a copy of such addendum will be made available on the City webpage at: <http://www.cityofcalabasas.com/public-notices.html>. Such addendum shall be considered a part of, and incorporated in, the Contract Documents. All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

2. Contract Requirement

The Contractor to whom the contract is awarded shall execute a written contract with the City within ten (10) calendar days after Notice of Award has been sent by mail to the Contractor at the address given in the Proposal. The contract/agreement shall be made in the form adopted by the City and incorporated in these specifications. The Contractor represents that they possess, or have arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations, which are applicable.

3. Contract Assignment

The Contractor shall not assign, transfer, convey, or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City of Calabasas.

4. Non-Discrimination

In the performance of the terms of this contract, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin, or ancestry, or religion of such person(s).

5. Payment Terms

The City's payment terms are 30 days from the receipt of an original Invoice referencing the City's PSA and acceptance of the services.

6. Ownership of Reports and Data

The originals of all studies, reports, exhibits, documents data and/or material(s) prepared and/or used to comply with any section/condition of these specifications, plus any copies of same required by the agreement to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and, as such, shall become and remain the Property of the City.



7. Modification or Withdrawal of Submittals

Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Contractor. To be considered, however, the modified proposal must be received by the time and date specified.

8. Property Rights

Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.

9. Confidentiality

Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

10. Amendments to Request for Proposal

The City reserves the right to amend the Request for Proposal by addendum prior to the final proposal submittal date.

11. Contract Term

This contract will cover services provided from the date the contract is signed by all parties through the completion of the Services, and may be extended upon mutual consent of the parties. The fee proposed by Contractor must be valid for the entire period unless otherwise conditioned in the Proposal.

12. Insurance

The Contractor shall meet the insurance requirements as outlined in the Professional Service Agreement, Section 11: Insurance.

13. Non-commitment of Department

This Request for Proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified company or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interests of the City to do so.

14. Public Domain

All products used or developed in the execution of any contract resulting from this Request for Proposal will remain in the public domain at the completion of the contract.

15. Termination

The City reserves the right to terminate this agreement upon thirty (30) calendar days from written notice to the Contractor,



16. Required Timeframes

The Contractor office hours shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, so that the Contractor will be available to City staff.

17. Statement of Economic Interest

In accordance with California Government Code Section 87306, the Contractor awarded a contract may be required to file a Statement of Economic Interest, Form 700. If such requirement is made, the filing must be no later than 30 days after the execution of the contract, annually thereafter prior to June 30th of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered (See Attachment C).

18. Inspections

City reserves the right to inspect the work being accomplished by the Contractor at any time.

19. Prevailing Wage:

The City has determined that the proposed program is subject to the provisions 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.



SECTION IV: EVALUATION AND SELECTION

Should your company be interested in submitting a proposal for this service, please submit one (1) un-bound original and three (3) copies of the Statements of Qualification and one (1) un-bound original and three (3) copies of the Fee Schedule to:

Maricela Hernandez,
City Clerk
Administrative Services Department
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

The Proposals must be sealed and received no later than **2:00 p.m., Tuesday, May 11, 2021**. Late proposals will not be accepted, and postmarks will not be accepted in lieu of delivery. The Statements of Qualification and Fee Schedule must be submitted in separate, sealed envelopes/packages clearly identified and shall be marked:

“Request for Proposal for Public Transportation Services”.

The City will accept proposals from firms having specific experience, resources and qualifications in the proposed scope of services. Proposals for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the City to be submitted in response to this RFP is included elsewhere in this solicitation.

A selection committee will review and evaluate all accepted proposals, and may conduct oral presentations or a combination of both, unless otherwise indicated in this solicitation. The selection committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Contractors emphasize specific information considered pertinent to the services to be provided. Evaluation of the responses will be based on the following criteria:



- Adequacy of proposed approach to the tasks described in Scope of Services.
- Experience and qualifications of Contractor to perform tasks described in this RFP.
- Adequacy of operational resources and personnel to provide the services in this RFP
- Cost

The company rated as most qualified to provide the requested services will be invited to negotiate a final contract. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified company.

The award of the contract will be based on a combination of all of the above factors. The City reserves the right to reject any and all proposals.



ATTACHMENT A: SCOPE OF SERVICES

1. Project Scope:

The operation of Calabasas' transit system consists of the following:

- Six (6) fixed-route (see Attachment E: Maps)
 - One (1) Citywide fixed transit route within Calabasas City Limits
 - Four (4) peak service routes, 2, 3, 4, 5, during AM and PM peak transit demand.
 - One (1) fixed-route Trolley
 -

The standard operating hours of the fixed route service are:

- Line 1 (Citywide all day service) - Monday through Friday
 - 6:30 a.m. until 6:00 p.m.
- Lines 2-5 (Peak hour Service) - Monday through Friday
 - 6:30 a.m. until 9:30 a.m.
 - 12:30 p.m. until 4:30 p.m.
- Trolley (Citywide all day service)
 - 10:00 a.m. until 10:00 p.m., Saturday

Insurance requirements for running transit services:

- \$1,000,000 for Comprehensive General Liability
- \$5,000,000 (per occurrence) for Auto Liability.
- \$1,000,000 for Worker's Compensation
- \$1,000,000 for Pollution Liability

Operations services must include, but are not limited to the individual items listed here. For instance, during the summer, transportation services change due to a shift in demand. A revised route and schedule will be provided by the City one month before route changes go into effect for drivers to accommodate changes and learn the routes. These are periodic and random special events that occur throughout the year which require transportation. The awarded company will be required to provide those transportation services.

For the Contractor's convenience, maps are provided in Attachment E.

2. Contractor Responsibilities:

Contractor shall be responsible for the management and operation of Calabasas fixed-route and any optional services purchased by City. Contractor shall manage service in accordance with the guidelines and parameters established herein and the attachments hereto. The omission of a duty or responsibility herein below shall not relieve Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted with the public transportation industry as being an integral element of operating a fixed-route service.

All facilities, equipment, and services required in the operation and management of said services shall be furnished by Contractor unless specifically identified to be contributed by City in this RFP.



Contractor shall coordinate, manage, and control all necessary program activities which shall include: maintain all vehicles, provide vehicle Contractors and all project personnel, train personnel as necessary, develop administrative procedures, compile financial and non-financial records, and develop methods to improve effectiveness and maximize service efficiency.

Contractor will obtain and provide all required federal, state, and local approvals and permits and will ensure that all vehicle Contractors are properly licensed for the services they are providing. Contractor must also have all applicable state and local business licenses or procure same prior to the start of service. City will provide vehicle licenses and registrations.

3. Legal & Regulatory Requirements:

3.1. Drug and Alcohol Testing:

The Contractor will be required to comply with FTA drug and alcohol testing regulations in compliance with FTA Master Agreement Section 40, and with other drug and alcohol testing rules and regulations as may be required by the FTA. The Contractor will provide City with any necessary information and documentation to enable City to comply with FTA reporting requirements.

3.2. Americans with Disabilities Act:

All service provided by the Contractor on behalf of City shall comply with the applicable requirements of the Americans with Disabilities Act (ADA). The Contractor will submit for City's review and approval an ADA program and documents used for driver ("Operator") training.

3.3. Reporting:

The City is required by Los Angeles County Metropolitan Transportation Authority (Metro) guidelines to submit accurate National Transit Database data to Metro for submittal to the Federal Transportation Administration (FTA). The City participates in this program with both the fixed-route and Dial-A-Ride programs. The City is subject to significant financial penalties for failure to report auditable data.

The Contractor is responsible to become familiar with all reporting requirements for the Calabasas fixed-route program and to supply accurate financial and operating data which complies with above described requirements. The City's monthly report requirements have been structured to ensure the collection of data required for the reports; however, the type of information and the reporting format is changed by the FTA on a regular basis. The Contractor shall work with the City to keep up to date on all reporting requirements. This will require Contractor staff to attend meetings with City staff hosted by Metro.

Contractor shall be required to work with City to prepare for the audit; this includes, but is not limited to, pre-audit meetings to ensure all records are current and available. Contractor will also be responsible for meeting with the auditor(s) and making all records available.

3.4. Title VI Requirements:

The City is required by Metro to submit triennial Title VI Reports, indicating the City does not discriminate in its provision of services based on race, color, or national origin. The Contractor



agrees to abide by the policies set forth in the City's Title VI Notice to Beneficiaries, Public Participation Plan, and Service Standards and Policies document as applicable.

3.5. Other Federal Requirements:

The City of Calabasas has been/may be a recipient of Federal Transit Administration (FTA) funding for both capital and operating expenses. As a result, the Contractor agrees to comply with all federal regulations as applicable, necessary, or required.

3.6. Other State Requirements:

The City of Calabasas has been/may be a recipient of State funding for both capital and operating expenses. As a result, the Contractor agrees to comply with all state guidance and regulations as applicable, necessary, or required.

3.7. Other Local Requirements:

The City of Calabasas is a recipient of Metro and Local Return funding for both capital and operating expenses. As a result, the Contractor agrees to comply with all local guidance and regulations as applicable, necessary, or required.

NOTE: Contractor shall be liable for the cost of any funding penalties imposed on the City or loss of funds that the City would have otherwise received due to the Contractor's failure to comply with any of the above mentioned reporting requirements.

4. Vehicles/Equipment:

Vehicles currently provided for the revenue service of fixed-route are owned by the City. All vehicles and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair and in a condition satisfactory to the City. The Contractor shall assume all responsibility for the proper maintenance of the vehicles. The Contractor will be responsible for licensing of this equipment and must comply with all applicable federal and other statutes and regulations governing its use.

It shall be the expressed responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles and equipment used for service operations if necessary to keep the vehicles and equipment in safe and good operating condition; this applies to any City-owned, Contractor-owned, or leased vehicles. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty department, and responsibility for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect.

Proposers experienced in operating and maintaining alternative fuel vehicles should indicate so in their proposal. The City currently owns vehicles fueled by compressed natural gas (CNG), diesel, and unleaded gas.

All vehicles utilized in the fixed-route fleet are required to have each service's logo/decal on them and the approved artwork as well. The City will provide the paint color-scheme, logo/decal design, and artwork for each service as needed. Contractor is responsible for the expense of the fabrication



of these items and placing the logos/decals on the vehicles. Contractor shall be responsible for the maintenance and upkeep of the logo/decal and artwork on the vehicles. Vehicles currently in service already have the required logo/decal and artwork. For any additional vehicles provided by the Contractor, the City will work with the Contractor to identify the equipment for the vehicle including but not limited to headsigns, ad racks, schedule holders, and bike racks, as required.

The use of technology greatly enhances the experience for users of a transit system, simplifies communications, and aids in the generation of information to be used to improve public transit. Contractors are encouraged to explore the technology options available – Mobile Display Terminals (MDT), ridership-tracking software, surveillance systems, fuel delivery – Which may lead to increased efficiency, safety, and reliability.

5. Vehicle Maintenance Requirements:

Contractor shall perform the duties and accept responsibilities set forth below in connection with the maintenance and repair of Revenue and Non-Revenue Vehicles, Equipment, and Facilities. All non-revenue vehicles, equipment, tools, spare parts and facilities required to operate the service will be provided by the Contractor.

Contractor shall not defer maintenance and repair for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance and repair without prior written consent of the City. Contractor shall adjust the work schedules of employees as necessary to meet all scheduled services and complete preventive maintenance and repair activities to the schedule approved by the City.

5.1. Vehicle Towing:

In the event that towing is required due to mechanical failure or damage, the Contractor shall be responsible to provide towing at the Contractor's sole expense.

5.2. Return of Revenue Vehicle Audit:

At least thirty (30) days prior to the termination date of the Agreement, the City, the Contractor, and the new Contractor (if any) taking over operations and maintenance responsibility, shall participate in a revenue vehicle audit. The audit will be performed by an independent Contractor, selected by the City, which is experienced in transit vehicle operations and maintenance and vehicle inspections. This audit will occur regardless of whether a new contractor is taking over operations and maintenance. The Contractor shall pay all costs associated with hiring the audit Contractor.

The audit will establish the condition of the Revenue Vehicle fleet, as of the audit date, and to determine the specific repairs and maintenance that needs to be performed, by vehicle, in order to assure that all Revenue Vehicles will meet the vehicle condition requirements specified in the Agreement. The Contractor shall be solely responsible for promptly completing all repairs and/or maintenance identified in the audit as necessary to meet such vehicle condition requirements; and shall also be solely responsible for the cost of all such repairs and maintenance. If at the time there are also leased vehicles being used for revenue service, where applicable, these terms shall also apply to the leased vehicles, unless otherwise covered in the lease agreement.



5.3. Mechanic:

All mechanics need to have any applicable certifications required to perform work associated with maintenance of the fleet. The Contractor shall provide technical training of maintenance and repair personnel necessary to ensure a consistent level of current, thorough knowledge in the maintenance and repair of the vehicles, including air conditioning systems, wheelchair lifts/ramps, electronically controlled engines and transmissions, CNG engines, and other ancillary equipment.

6. Fleet Maintenance:

6.1. Daily Vehicle Servicing:

The Contractor shall perform daily vehicle servicing on all vehicles used in revenue service. Contractor shall detail in the Work Plan what daily servicing will occur in order to maintain vehicles in proper working condition.

6.2. 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, and fully in accord with any manufacturer recommended maintenance and repair procedures and specifications, as well as with the applicable requirements of any federal, state or local statute. All repairs shall be performed by Contractor or by other vendors and suppliers designated by the Contractor. Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components (i.e. lubrication, brakes, tires, and other soft components to vehicles). Repair work shall be conducted as soon as practicable upon learning that such work is required.

The City of Calabasas shall be responsible for all costs associated with major repairs including but not limited to the following: engine, transmission, and major drive train components. All repairs and parts shall pertain to the manufacturing warranty.

6.3. Warranty Maintenance:

The Contractor shall be familiar with vehicle and equipment warranties, shall comply with all warranty provisions in the conduct of its maintenance and repair functions, and shall monitor warranty repairs to take full advantage of warranty service and to evaluate defects as potential fleet wide defects needing manufacturer correction.

6.4. Maintenance Records:

As required by California Code of Regulations 13 (13 CCR), 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
- Contractor's Defect Report (Pre-operation and Maintenance Record cards)
- Report of Trouble



- Quality Assurance Inspection Reports
- CHP Terminal Inspection Reports
- Vehicle Smoke Emissions records

All maintenance work orders and report files shall become a permanent part of the Contractor's file. Records shall be made available to the City or its representative, the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested. Original copies of all such records shall remain on file at all times at the Contractor's local facility. Contractor shall provide the original copies to the City at the termination of the Agreement.

6.5. Mechanical Road Calls Response Time:

The Contractor shall be responsible for dispatching a replacement bus within 10 minutes in the event a vehicle deployed for or in revenue service becomes disabled due to mechanical breakdown or accident. If the delay of service is 20 minutes or longer, the Contractor shall notify the City's Transit Manager via the agreed upon communication protocol.

7. Vehicle Systems:

7.1. Wheelchair-Lift/Ramp/Securement Systems:

The Contractor will ensure that Wheelchair Lifts, Ramps, and Securement Systems are operational on all vehicles in the fleet. All broken systems must be repaired within 24 hours.

7.2. Climate Control:

Contractor shall maintain the heating and air conditioning units in proper working condition so that they are available at any time during the service hours and offer the most comfortable environment inside the vehicle regardless of the outside climatic conditions. Contractor shall require that drivers continually monitor climate control units during the day to ensure that they are operating properly. In-service vehicles without working heating or air conditioning will be exchanged within one round trip or sooner. In April of each year of the contract, Contractor will provide the City's Transit Manager with a schedule for inspection of air conditioning units to ensure they are ready for late spring and summer heat conditions.

7.3. Fare/Passenger Collection:

The City is responsible for selling annual passes and or individual tickets to the public. The drivers must verify that every passenger presents a pass and or a shuttle ticket at the time of boarding the buses. The drivers shall not accept money as a form payment for the fare.

7.4. Real-Time Transit Vehicle Arrival Information Systems:

The Contractor is required to provide the City with a real-time Transit Vehicle Arrival Information System for all of its routes. The Contractor shall be duly compensated for such request.

7.5. Fire Suppression Equipment:

Contractor is responsible for obtaining regular certifications as required for fire extinguishers and fire suppression equipment installed on the Revenue Vehicles.



7.6. **Bike Racks:**

Contractor is responsible for replacing any bike rack damaged during the Agreement. Contractor shall maintain a sufficient spare parts inventory to ensure that racks damaged are replaced within two (2) weekdays.

7.7. **Engine, Transmission, and Differential:**

Contractor shall be responsible to monitor the condition and performance of vehicle engines, transmissions and differentials so as to maximize useful life and avoid costly catastrophic failures. At a minimum, the Contractor's monitoring program shall consider miles accumulated; fuel, oil transmission fluid and differential oil consumption trends; loss of power; and erratic performance.

8. Vehicle Condition:

The Contractor shall maintain vehicles in a clean and neat condition at all times. A record of interior and exterior vehicle cleaning shall be maintained in the Maintenance Manager's office, or other designated maintenance shop location. At a minimum, the following cleaning procedures must be completed during the intervals as noted, or as otherwise deemed required.

8.1. **Daily Cleaning:**

- Vehicle Sweeping
- Litter and Debris Removal
- Spill Cleaning
- Interior and Exterior Graffiti Removal

8.2. **Weekly Cleaning:**

- Exterior Washing
- Interior Vehicle Cleaning (unless needed more frequently)
- Window replacement if glass is scratched (if the glass is broken or cracked, it must be repaired/replaced immediately)

8.3. **Quarterly Cleaning:**

- Deep Cleaning
- Waxing

8.4. **As Needed Cleaning:**

- Fumigation
- Seat Cleaning or Replacement

9. Body Damage:

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 to be completed. Normal body damage must be repaired within 72 hours of occurrence.



10. 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. Contractor shall not install any advertising material on the interior or exterior of the bus except as directed by the City. Should the City choose to have an advertising program, the Contractor shall cooperate with the City's advertising vendor and shall make reasonable efforts to allow the vendor to install and remove advertising at the Contractor's maintenance facility.

11. Revenue Vehicle Paint & Decals:

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

12. City Vehicle Inspections:

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

13. CHP Terminal Inspection:

The Contractor must make all vehicles available for inspection by the California Highway Patrol (CHP) as necessary. The Contractor must also follow CHP maintenance record guidelines and make all records available for inspection. The Contractor must notify the City within 24 hours when a CHP inspection has occurred.

14. Facility Requirements:

The City of Calabasas does not own a transit operations and maintenance facility for its fixed-route and Dial-A-Ride services. To date, the operations and maintenance facility has been provided by the contractor per their agreement with the City.

15. Facility:

15.1. General Requirements:

Contractor shall establish and maintain its operations headquarters at the Contractor's supplied operations and maintenance building. Contractor shall, as an integral part of the operating headquarters, equip and furnish the office, dispatch area, operator, training, and maintenance areas with all equipment required to conduct business. Contractor must disclose any other transit services which they intend to operate out of the chosen facility.

15.2. Administrative Offices:

The Administrative Offices must, at a minimum, have the following components:

- Key Personnel Offices
- Dispatch Area
- Driver Room
- Meeting Area for ten (10) or more people

15.3. Maintenance Area:



Contractor shall provide a facility with sufficient repair bays to maintain the vehicle fleet. The facility must meet all requirements for the maintenance of all vehicles, including any special requirements for CNG vehicles. Contractor shall equip the facility with all the tools, equipment, and spare parts necessary for the maintenance and repair of Revenue and Non-Revenue Vehicles in accordance with the Agreement.

15.4. Vehicle Parking and Deployment:

The City is currently storing all its vehicles at a City owned yard on Calabasas Road at the intersection of Calabasas Road and Mureau Road. The Contractor may continue to use this site to park City vehicles. The Contractor shall provide a parking plan to the City upon award of Agreement. Such plan may propose a different site if available to the Contractor.

Contractor is responsible for addressing employee parking. Contractor employee parking must abide by all parking regulations and will not receive any exemptions.

15.5. Communication Equipment:

At a minimum, Contractor must ensure that phone and internet services provided are sufficient to effectively and efficiently support the fixed-route system. Contractor must have the following phone and Internet services available from their facility:

- Phone Lines- Sufficient number of phone lines for Contractor's internal and customer service functions.
- Fax Line- At least one dedicated Fax Line.
- Computer Network- Contractor shall have a standing (fixed) IP address and coordinate with City to have the address added to the City's Firewall. Contractor is required to have high-speed internet that will allow for the Transit Vehicle Arrival Information System to be used properly by Contractor.

Contractor will operate Calabasas fixed-route services as specified by City and in strict accordance with the operating schedules and routes set forth in this document, and shall provide such service in a safe, professional, and courteous manner. Contractor shall ensure a sufficient number of operators, both regularly scheduled and extra board (cover or relief), to provide consistent and reliable service.

The City will not be responsible for payment of any traffic or parking ticket fines incurred by any of the Contractor's employees. Contractor shall be responsible for the total cost of repairing physical damage to buses that occurs under Contractor's control, whether or not Contractor's employees were at fault.

15.6. Vehicle Operator Requirements:

15.6.1. Proper Licenses:

All Operators must have a current, valid Class B license with Passenger Endorsement, a current Transit Training Certificate (VTT), and Medical Card. In addition, at least one office staff member on duty must have all above licenses and certifications.



15.6.2. Contractor ID Cards:

Operators must always wear a shoulder patch on the right arm, easily visible to boarding passengers, which contains the following: Employee Name or Employee Number, and Contractor Name. This requirement further applies to any shirt, sweater, or jacket worn on the outermost layer by an operator.

All Contractor employees must be clearly identifiable at all times while providing services under the Agreement.

15.6.3. Drug & Alcohol Testing:

Contractor shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to the City or its representative approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and repair, and control of vehicles and equipment. Such program will comply with all applicable requirements as established by the Federal Transit Administration or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991.

15.6.4. Background Check:

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. It is also important to the City that employees can communicate in English with customers and complete written reports in a clear, concise, and legible manner. These criteria shall include but not be limited to checking an applicant's driver's license records through the California Department of Motor Vehicles, pre-employment physical examinations, and drug/alcohol screening tests.

Contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public. Contractor shall conduct a "Live Scan" DOJ & FBI check to determine criminal background of employees. The background checks must be completed prior to hiring and every two years by the Contractor.

At change of Contractor, or at any point during the term of this Agreement, the City reserves the right to review all employees who may be retained from the old Contractor and to ask they be reassigned to other duties within the Contractor's organization if the City believes, based on past performance, the employee is not well-suited for the duties required in their current position.

15.7. Vehicle Operator Responsibilities and Procedures:

15.7.1. General Duties:

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



- Operate wheelchair lift and secure wheelchair passengers.
- Record passenger counts as required.
- Change Destination Sign information as needed.
- Fill schedule holders daily before pullout or the start of an assignment with the appropriate schedules or other information as needed.
- Data collection as necessary.
- When requested, provide passenger assistance during boarding or alighting.
- Other duties as necessary.

15.7.2. 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 fixed-route service.
- 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.

15.7.3. Distribution of Materials:

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.

15.7.4. Pre-Trip Inspection:

Operators must conduct a Pre-Trip inspection prior to taking a vehicle into revenue service. The inspection must meet the federal and state requirements for commercial vehicle inspections. Contractor must allow sufficient time to conduct this inspection without delaying scheduled revenue service.

15.8. Operator Uniforms:

The City and the Contractor shall agree upon a standard uniform. Operators shall be in uniform at all times while in service or otherwise on duty. Contractor shall provide Operator uniforms to its employees. Contractor shall be responsible to ensure that Operators wear these uniforms and maintain a neat and clean appearance while on duty.

15.9. Safety:

Operators are required to follow all 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.



15.10. Operator Training and Performance:

15.10.1. General Performance and Procedures:

The Contractor shall provide Operator training and retraining that shall meet generally accepted transit industry standards and in compliance with 13 CCR as it relates to transit bus vehicle laws and regulations. An outline of the training program, including periodic updates, shall be on file in the office of the City's Transit Manager. All Operators, dispatchers, customer information personnel, and supervisors shall participate in the program.

Driver training shall at a minimum include the following components:

- Vehicle Operation- Includes training on vehicle orientation, safe bus operation, route and schedules orientation, and on-time performance.
- Safe Vehicle Maneuvering
- Defensive Driving- Training program must include the National Safety Council's defensive driving instruction.
- Federal Drug & Alcohol Regulations- All necessary employees shall be trained about the requirements contained in the DOT Drug & Alcohol regulations.
- General Vehicle Handling and Safety
- Passenger Assistance Techniques
- Passenger Relations, including knowledge of how passengers can file complaints
- Comprehensive knowledge of City's transit system, including routes, stops, transfer locations with other agencies such as Metro and Foothill Transit, and familiarity with key points of interest, and general route frequency and hours of operation for all City routes.
- Farebox Training, including full understanding of fare policies of the City
- ADA Requirements & Sensitivity Training- All drivers must be trained to comply with Title II of the Americans with Disabilities Act (ADA) of 1990, and any additional ADA or Federal Transit Administration (FTA) training or testing that may be required by law.
- Usage of Transit Vehicle Arrival Information Systems components on vehicles

15.10.2. Route Training:

Each Vehicle Operator will be trained on each Route operated by the Contractor for the City. This training must include driving each Route completely in Non-Revenue and Revenue service with a Road Supervisor or Trainer. When service changes are made, Contractor shall ensure that all Operators are familiar with the new routes and/or schedules.

15.11. Supervision Responsibilities:

15.11.1. Accidents:

All traffic accidents involving transit system vehicles, irrespective of injury, shall be immediately reported to the appropriate law enforcement agency. The City's Transit Manager shall be notified via the agreed upon communication protocol (email and/or phone) by Contractor of all accidents and incidents within 4 hours. In cases involving injuries where person(s) are transported for medical attention, the Contractor shall notify the City's Transit Manager immediately.



The Contractor shall have an accident investigation program that identifies the roles and responsibilities of the individuals responsible for investigating accidents, including notification, response, and investigation. The accident investigation program must be designed to identify the root cause of accidents and provide a path to eliminate the root cause and prevent similar types of accidents in the future.

Contractor will request that the law enforcement agency respond to investigate the accident. Contractor will supply the City with copies of all accident and incident reports and photos within twenty-four (24) hours of the occurrence.

15.11.2. Incidents:

Contractor is responsible for responding to passenger incidents. All incidents must be logged and a legible, concise corresponding report must be filed. City must be notified immediately by email message (no later than close of the business day) with follow-up of any applicable Operator, field supervisor, and other incident reports electronically scanned and sent by email the following business day.

15.11.3. Detours, Stop Closures and Temporary Stops:

Contractor will deviate from established routes when necessary to avoid construction, detours, and vehicles or other obstructions within the public right of way. Contractor is responsible for routing of any detours and must post temporary out-of-service signs and/or temporary stop signs at stops as necessary. Contractor shall notify City by the agreed upon communication protocol (email and/or phone) of such obstruction caused deviation(s) or stop closures as soon as is practicable upon learning that the deviations or stop closures are or may become necessary.

15.12. Dispatcher/Customer Service Representative Responsibilities:

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. City and Contractor will arrive at a mutually agreed upon protocol for answering the phone, including, but not limited to, the standard verbal greeting and how to handle placing customers on hold.

15.12.1. Telephone Service:

Contractor shall provide trained personnel to answer telephone requests for service for fixed-route 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 60 seconds for any call. Personnel will be responsible for the following inquiries:

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

15.13. Schedule Adherence:



15.13.1. Operating Ahead of Schedule – Fixed Route:

In the event that a route operates ahead of its scheduled time (a.k.a., “runs hot” or “early”), Contractor shall take all available steps to restore on-time performance. Contractor shall establish procedures, subject to City review and approval, to restore on-time performance while keeping service interruptions at a minimum. Contractor shall contact the City as soon as possible through the designated communication protocol of any service running ahead of schedule.

15.14. Operating Behind Schedule – Fixed Route:

In the event that a route operates more than ten minutes behind schedule, Contractor shall take all available steps to restore on-time performance. Contractor shall establish procedures, subject to City review and approval, to restore on-time performance while keeping service interruptions at a minimum.

Contractor shall contact the City as soon as possible through the designated communication protocol of any late or missed service.

15.15. Fueling:

The City is in an agreement with the Malibu Canyon Shell gas station located on Las Virgenes Road to provide fuel for the City vehicles. The City receives invoices directly from the gas station. Should it become necessary for the Contractor to purchase fuel for vehicles, the City will reimburse the cost. The cost of the purchased fuel must be reflected on the monthly invoice to be paid by the City.

15.15.1. Travel Time:

City will not pay for time spent going to and from fueling facilities or time spent fueling vehicles. The City will audit and inspect the use of fuel by Contractor and shall deduct from payments due Contractor any fuel, at City's cost plus a charge for administrative overhead, provided by the City and not used for services hereunder.

The Contractor shall account for travel time associated with fueling in accordance with procedures established for NTD reporting.

16. Safety and Emergency Procedures:

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. Contractor shall comply with all applicable California Highway Patrol 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 working days of the inspection.

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. Contractor shall



provide a copy of said Safety Program and subsequent program updates to the City or its representative.

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

Contractor will require all Operators, control room personnel, vehicle maintenance and repair mechanics, and supervisors to participate in the safety program.

16.1. Accident, Emergency and Incident Procedures – General

The Contractor shall be responsible for the enforcement of policies with regard to operational emergencies. The City may revise or establish additional policies. The Contractor shall notify through the City agreed upon communication protocol of each occurrence as soon as possible but no later than the end of the day of the occurrence. A written incident report will be transmitted to the City by the following business day. The Contractor shall be responsible for the handling and resolution of all operational emergencies and contingencies including, but not limited to, the following.

16.2. 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. Contractor, in turn, shall immediately notify the City of such conditions and shall take necessary precautions to safeguard passengers and personnel.

16.3. 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 passengers 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.

16.4. Wheelchair Lift/Ramp Failure:

The Contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts or ramps. The Contractor shall require vehicle Operators 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.

16.5. Passenger Disturbances:



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 Operator's supervisor. The supervisor shall use good judgment in handling passenger disturbances which occur on the bus or at the bus stop by appraising the situation, issuing appropriate instructions to the Operator and requesting law enforcement assistance if necessary.

16.6. Medical Assistance to Passengers:

The Contractor's employees shall use good judgment in responding to passenger accidents, injuries, or illnesses occurring on the vehicles. In the event 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, police department, or paramedics for assistance.

16.7. Accidents:

The City requires the Contractor 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 City with a copy sent to the City no later than the start of the next service day. The Contractor shall submit all accident-related reports to the DMV as required. Contractor must assume all liability for accidents and workers' compensation claims, etc.

16.8. Emergency/Natural Disaster:

In the event of an emergency or natural disaster, 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 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. Further, Contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by Contractor and the City following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

16.9. Customer Service:

The City will email all customer correspondence to the Contractor as they are received. The Contractor shall make at least three documented attempts to contact each customer filing a complaint within five calendar days in order to discuss the complaint and resolution if any. The Contractor shall also provide the complaint resolution to the City via the agreed upon communication protocol no later than five calendar days from receipt of the information.



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.

Resolution of any customer complaints including employee discipline is the sole and complete responsibility of the contractor. Contractor shall notify the city of any discipline imposed on an employee which discipline arises from a customer complaint or any other issue directly related to the performance of this contract.

16.10. Lost & Found:

The Contractor is responsible for storing lost and found items in a secured location for 30 days. 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.

17. 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.



17.1. Fixed-Route Minimum Performance Standards:

Service Operation	Vehicles shall be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public.
Service Schedule	Service shall be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of construction, special events, or declared emergency.
On-Time Performance: A vehicle will be noted as “on-time” if it leaves a stop no sooner than one minute before the scheduled time and no later than five (5) minutes after the scheduled departure time. For example, if the schedule indicates a departure of 10:00 a.m., a vehicle leaving at or earlier than 9:59 a.m., or later than 10:05 a.m. shall be considered <u>not</u> on-time.	<ul style="list-style-type: none"> • 85% of departures from timepoints will be made “on-time.” When at least 15% of scheduled departures do not occur within five minutes after the scheduled departure time, On-Time Performance will be considered insufficient. • Zero tolerance for vehicles running more than one minute ahead of schedule (“hot”), measured by time points. • Zero tolerance for On-Time Performance violations on the first trip of any block.
Missed Trips: Operational difficulties that result in missed trips or vehicles not operating as required by the Agreement must be reported immediately to the City.	<ul style="list-style-type: none"> • 90% of cumulative trip distance (in miles) will be met per single trip; when more than 10% of a trip distance (in miles) is not completed, it will be considered a missed trip unless otherwise approved by the City. • All timepoints will be met per single trip; unless otherwise approved by the City.
Communication Between City and Contractor	City and Contractor shall develop agreed upon communication protocol detailing how information is conveyed and will establish time periods for different events. These procedures are intended to ensure that City staff is aware of passenger concerns, complaints, and operation problems. Vehicle operators are to report passenger complaints or operational problems immediately to Contractor staff who will ensure that appropriate measures are taken to correct the problem.

17.2. Liquidated Damages:

Any breach of this Agreement by 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 service, with the exception of the Service Failure Penalty described below.

The City’s 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 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 a 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 City’s right to declare a material breach of contract for non-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
1	Fixed-route on-time performance:	Leaving a timepoint more than one minute early or more than 10 minutes late	\$25 per occurrence per month
2	Off-route incidents: Operator must keep vehicles on their properly-assigned route at all times, except for detours due to construction, police, fire, or emergency activity, or any incident that will compromise the timely completion of an assigned route. In these instances, dispatch shall notify the City.		\$100 per occurrence, up to \$1000 per month
3	Failure or neglect to resolve each complaint within the time set forth in this Agreement.		\$100.00 per incident per Service Recipient.
4	Failure to clean up spillage or litter caused by CONTRACTOR.		\$300.00 per incident per location.
5	Failure to repair damage to customer property caused by CONTRACTOR or its personnel.		\$500.00 per incident per location.
6	Damage to CITY streets caused by CONTRACTOR or equipment of CONTRACTOR, normal wear and tear excepted.		\$3,000 per incident and the actual cost of repair to CITY'S satisfaction – no cost to CITY.
7	Failure to maintain equipment in a clean, safe, and sanitary manner.		\$500.00 per incident per day.
8	Failure to have a vehicle Operator properly licensed.		\$2,500.00 per incident per day.
9	Failure to maintain office hours as required by this Agreement.		\$500.00 per incident per day.



10	Failure to maintain or timely submit to CITY all documents and reports required under the provisions of this Agreement.	\$250.00 per incident per day.
11	Failure to display CONTRACTOR'S name and customer service phone number on as Operators of transit vehicles.	\$500.00 per incident per day.
12	Failure to comply with the hours of operation as required by this Agreement.	\$1,000.00 per incident per day.
13	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled.	\$1,000.00 for each route not completed.
14	Changing routes without proper notification to the City Representative.	\$500.00 per incident per day.
15	Failure to have CONTRACTOR personnel in proper uniform.	\$250.00 per incident per day.
16	Failure to provide required communications equipment.	\$100.00 per incident per day.
17	Unapproved routing changes.	\$1,000.00 for each unapproved route change.

18. Prevailing Wage:

The City has determined that the proposed program is subject to the provisions 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.

ATTACHMENT B: PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	
City Department in charge of Contract:	
Contact Person for City Department:	
Period of Performance for Contract:	
Not to Exceed Amount of Contract:	
Scope of Work for Contract:	

Insurance Requirements for Contract:

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

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

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

If yes, please provide coverage amounts:

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

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v. 5.0 (Last Update: 07/17/19)

PROFESSIONAL SERVICES AGREEMENT
(Company or Individual)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and _____ *[enter consultant (company’s) name]* a _____ *[insert consultant’s state of incorporation]*, _____ *[enter consultant’s legal status e.g., corporation, nonprofit public benefit corporation, limited liability company]* (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: _____ *[insert description of consultant’s 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 _____ *[enter consultant’s proposal date]* 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 _____ *[insert date fee schedule submitted to City]* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: _____.
- 3.4 “Expiration Date”: _____.

4. TERM

Initials: (City) _____ (Contractor) _____

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 _____ Dollars (\$_____, _____) 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. _____ **[enter name of Consultant’s Staff]** 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

Initials: (City) _____ (Contractor) _____

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

Initials: (City) _____ (Contractor) _____

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 Five Million Dollars (\$5,000,000) per claimant and Five Million dollars (\$5,000,000) per incident.
- 11.1.3 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

Initials: (City) _____ (Contractor) _____

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: **[City Project Coordinator]**
Telephone: (818) 224-1600
Facsimile: (818) 225-XXXX

If to Consultant:

Name of Consultant
Street Address or P.O. Box
City, State Zip Code
Attn: [Consultant]
Telephone: () ___-____
Facsimile: () ___-____

With courtesy copy to:

Initials: (City) _____ (Contractor) _____

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).

Initials: (City) _____ (Contractor) _____

Professional Services Agreement
City of Calabasas//**Name of Consultant**

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”
Name of Company or Individual

By: _____
Name, Title

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____
Name, Title

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____
Name, Title

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

EXHIBIT B
FEE SCHEDULE

ATTACHMENT C: STATEMENT OF ECONOMIC INTERESTS (FORM 700)

AS REQUIRED BY THE FAIR POLITICAL PRACTICES COMMISSION (FPPC) UNDER CALIFORNIA GOVERNMENT CODE SECTION 87306

Consultants who make or participate in the making of decisions which may affect financial interests are required to file a Statement of Economic Interests, (Form 700) under Disclosure Categories ***1, 2, 3 and 4.

* * The disclosure category for consultants shall be determined on a case-by-case basis by the City Manager. After written notification is given to the City Council, the City Manager may make a determination as to what disclosure, if any, is required by any particular consultant.

The City Manager may determine, in writing, that a particular consultant, although holding a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties, and based upon that description, a statement of the extent and disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as the City's Conflict of Interest Code.

"Consultant" means any individual who, pursuant to a contract with a state or local government agency:

(a) Makes a governmental decision whether to:

- (1) Approve a rate, rule, or regulation;
- (2) Adopt or enforce a law;
- (3) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
- (4) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
- (5) Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
- (6) Grant agency approval to a plan, design, report, study, or similar item;
- (7) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or (b) Serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

Procedure

All Requests for Proposals (RFP's) for Consultant services should include the following clause in the General Terms and Conditions:

1. Conflict of Interest Disclosure - In accordance with California Government Code Section 87306, the Consultant awarded a contract to provide the requested services, may be required to file a Statement of Economic Interests, (Form 700) no later than 30 days after execution of the contract, annually thereafter prior to April 1 of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.
2. Prior to award of a contract, a determination is made as to whether the Consultant who will be retained to provide certain services is required to file a Statement of Economic Interests (Form 700) based on the definition of Consultant.
3. The Determination of Consultant, Disclosure Filing Requirements form (Attachment D) is completed by the Department.
4. Award of contract staff reports along with the Determination of Consultant, Disclosure Filing Requirements form are routed to the City Clerk and the City Attorney prior to submittal to the City Manager's Office. The contract and the Determination of Consultant, Disclosure Filing Requirements form are then routed to the City Manager's office for approval for contracts under \$50,000; and for inclusion on the City Council Agenda for contracts exceeding \$50,000.
5. The Department ensures that all Statements of Economic Interests (Form 700) filings by the Consultant are forwarded immediately to the City Clerk's office. The Department also does not authorize payment for services rendered until the proper Statements of Economic Interests (Form 700) filings have been completed.



ATTACHMENT D: DETERMINATION OF CONSULTANT

DISCLOSURE FILING REQUIREMENTS

I, _____, City Manager of the City of Calabasas, hereby determine that the following "Consultants" are retained by the City of Calabasas to serve in a decision-making capacity, and are required to file statements of economic interest and provide financial disclosure within the following categories:

CONSULTANT
NAME/COMPANY

DISCLOSURE
CATEGORIES

EXEMPTION/WAIVER

I further determine that the following "Consultants" range of duties are limited in scope and are herewith granted an exemption/waiver from filing a disclosure statement under the City of Calabasas Conflict of Interest Code:

CONSULTANT
NAME/COMPANY

PROJECT/
DUTIES

Date

City Manager



CITY of CALABASAS

ATTACHMENT E: MAPS