

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable City Council

**FROM:** Michael Atkin, Recreation/Community Services Manager 

**DATE:** January 24, 2008 (CC meeting of February 20, 2008)

**SUBJECT:** Consider Request for Proposals to Provide Bus Excursion Services and Authorization to Advertise for Proposals

**BACKGROUND AND DISCUSSION**

City Council is being asked to consider a Request for Proposals (RFP) to provide bus transportation services for existing programs offered by the Parks, Recreation and Community Services Department. Examples of these programs include: the Summer Beach Bus, Camp Moorpark and the Active Adult Center's excursions to points of interest. The purpose of this RFP is to secure a qualified contractor through a contractual arrangement to provide bus transportation for various recreation programs. The City's fixed route and paratransit services are not a part of the proposed RFP as they are handled through a separate process.

In 2004, the City competitively bid all of the above listed bus services and awarded a contract to Durham. The City's current contract with Durham expires May 31, 2008. Staff has prepared an updated RFP for circulation. If the RFP is approved, cost proposals will be due to the City on March 26, 2008. Staff anticipates that it would present a recommendation to award a contract to the lowest qualified bidder at the April 19 Council meeting. Upon Council approval, the new contract would be effective June 1, 2008, in time for the start of Camp Moorpark and the Beach Bus Program. The proposed Agreement has a one-year term with the possibility of 2, one-year extensions at the discretion of the City. A complete copy of the RFP, including the proposed Agreement and Scope of Service is included as Attachment A to this Agenda Report.

**FISCAL IMPACT**

There is no new impact associated with the proposed RFP. As indicated above, the transportation services covered by the RFP are for existing programs. Funds for the remaining fiscal year have already been approved in the current budget. As a part of the

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FY 2008/09 budget process, staff will request funding for the Beach Bus (Local TDA and fares), Camp Moorpark (General Fund from registration fees) and Active Adult Program (Trust Fund from trip fees).

**STAFF RECOMMENDATION**

Approve the Request for Proposal and authorize staff to advertise for receipt of the bids.

Attachment: A - Bus Excursion Services RFP

NOTICE INVITING SEALED BIDS  
FOR  
**BUS EXCURSIONS AND CHARTER BUS TRANSIT SERVICES**  
CITY OF MOORPARK

PUBLIC NOTICE IS HEREBY GIVEN that the City of Moorpark ("City"), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 799 Moorpark Avenue, Moorpark, California, 93021 up to the hour of 3:00 P.M. on the 26<sup>th</sup> day of March, 2008, at which time they will be publicly opened and read. The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark.

The purpose of this invitation is to solicit proposals for bus excursion and charter bus transit services. Refer inquiries to Mike Atkin, Recreation/Community Services Manager at (805) 517-6304, [matkin@ci.moorpark.ca.us](mailto:matkin@ci.moorpark.ca.us)

I. **INTRODUCTION**

This RFP seeks proposals from qualified firms for bus excursion and bus transit services, including, but not limited to: the Moorpark Summer Beach Bus, winter spring and summer camps (Camp Moorpark), and Active Adult Center charters. It is anticipated that all services will be day trips, typically five to eight hours in duration. Most, but not all of the activities will occur between June and August of each year, during the traditional school summer break. In recent years, the City has contracted for approximately nine hundred (900) hours of excursion and charter services per year.

Basic level of service consists of one contractor-provided bus for each excursion or charter event, and being able to provide additional bus(es) due to increased demand or mechanical break down. A recent model school bus that is ADA compliant could meet the requirements of this RFP for excursion services.

II. **SERVICES TO BE PERFORMED**

Proposals shall be for providing vehicles and drivers for various bus excursions and for operating and maintaining sufficient vehicles and backup vehicles to ensure uninterrupted service.

A. **Operation Services**

**MOORPARK BEACH BUS**

Service between various stops in Moorpark and a beach destination, often Zuma County Beach in Malibu. This will be an unsupervised public transit service for approximately twelve weeks in summer. One vehicle makes two or more round trips each day of service in accordance with a published schedule. Schedule adherence is important for this service.

The City will determine and set fares. Contractor shall charge passengers exactly as specified by the City, unless notified by the City that there will be a deviation from regular fares.

**CAMP MOORPARK**

Camp Moorpark is a summer recreation program and typically requires one or two (1 – 2) buses each Wednesday for an 11-12 week period from June through August. Trips are taken by youth ages 5-12, and are usually trips within Ventura County. This is a subscription service. Participants register in advance with the City and the trips are supervised by City staff.

**ACTIVE ADULT CENTER**

Transportation from the Moorpark Active Adult Center to a local attraction such as a museum or event site, typically within seventy-five miles of Moorpark, and not usually exceeding ten hours from beginning to end.

The City, at its sole option, may contract with more than one bus operator or expand or reduce services during the term of the Agreement. Proposers are encouraged to review the Scope of Service and Sample Agreement for more information regarding operation of services. City may cancel a trip with twenty-four (24) hours notice with no payment or penalty.

III. **AGREEMENT TERM**

The services shall commence on June 1, 2008 and terminate On May 31, 2009. This shall constitute the base period for the Agreement governing this project. The City, at its sole discretion, reserves the right to extend the period this Agreement in up to two, one-year increments.

IV. **Designation of Project Manager**

Management of the day-to-day operations of services performed under the Agreement to the City shall be vested in a Project Manager, who shall be an experienced employee of the Contractor. The Project Manager shall function as the primary contact person for the service(s), and shall be knowledgeable in all areas of the project. The Project Manager shall be subject to approval by the City.

In addition, a responsible senior employee of the Contractor shall be available at all times during the hours in which services are operated to make decisions or provide assistance as requested by the City.

V. **Reservations**

The City reserves the right to reject any or all proposals or any item or items therein; to award Contract to various Proposers on any one or more items; and to waive any informality or technical defects as the interest of the City may require.

VI. **Proposer To Enter Agreement**

The successful proposer will be required to sign a written Agreement in accordance with the requirements, conditions and specifications as stated in this RFP, with no exceptions other than those specifically listed in the written Agreement or purchase order.

VII. **SUBMISSION OF PROPOSALS AND PROPOSAL PROCESS**

Respondents shall be responsible for ensuring that their proposals contain all of the items listed in the Proposal Checklist of this RFP. Proposals must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted in a **sealed** envelope plainly marked on the outside, "BUS EXCURSIONS AND CHARTER BUS TRANSIT SERVICES PROPOSAL-- DO NOT OPEN WITH REGULAR MAIL". Proposals shall be transmitted in sealed envelopes plainly marked on the exterior with the name of the proposer. Original Proposals (Faxed proposals are not considered original) shall be either hand delivered or sent to the following address:

City of Moorpark  
799 N. Moorpark Avenue  
Moorpark CA 93021  
Attention: City Clerk-BUS SERVICES PROPOSAL

**Proposals will be received at the above address up to 3:00 PM, local time, on Wednesday, March 26, 2008.**

Proposals received after that time shall not be accepted and shall be returned unopened.

The original proposal shall be signed and dated where indicated with original signatures in black ink. Proposers should submit one original and three (3) copies of the proposal.

VIII. **Modification of Proposals, Multiple Offers**

A Proposer may modify or withdraw a proposal any time prior to the deadline for its receipt indicated herein. Requests for modification or withdrawal shall be made in writing and signed in the same manner as the proposal. Proper withdrawal of a proposal shall not prejudice the right of a proposer to submit a new proposal. Requests for withdrawal or modification received after the deadline shall not be considered.

These specifications are not meant to limit the vendor; they are to be considered guidelines to minimum qualifications. ALTERNATE BIDS ARE ENCOURAGED. Bidders will be allowed to offer more than one bid. For each bid offered, Bidders shall submit complete information on the vehicle specifications and other factors that distinguish the bids. All bids must be complete including a detailed response of compliance or deviation to the detailed specifications. Proposals that do not comply with this condition may be rejected. Bidders may reproduce this bid package in order to submit alternate bids.

IX. **Proposal Evaluation**

All bids received shall be evaluated with the emphasis placed on the bidder's ability to meet City requirements, the responsiveness of the bid, quality of the equipment quoted for the required cost. Other factors such as the ability to meet service dates and the general competence of the bidder shall be considered. Cost shall be evaluated in relation to other qualified bidders. The City need not select the lowest bidder, but may choose according to the lowest qualified bid in the best interest of the City.

## Moorpark Bus Excursions

No formal bid opening shall be conducted, but bid results will be available approximately one week following the published deadline.

If the unit price and the total price do not agree, the unit price alone will be considered, as representing the bidder's intentions and the total will be amended to account for errors.

Alterations by erasure or interlineations must be initiated by, and explained or noted by the bidder. Bidders will not be released because of errors.

### X. Proposal Award

Award of proposal to the most responsive and responsible proposer will be recommended by the City Council. The City reserves the right to request additional information. The City also reserves the right to reject all proposals. The City shall consider the matter of Agreement award at a public meeting to be scheduled by the City; all Proposers will be notified about the meeting. Unsuccessful Proposers will be notified in writing that their proposals were not accepted.

### XI. Proposal Checklist

- |    |            |                                    |
|----|------------|------------------------------------|
| 1. | APPENDIX A | PROPOSAL COST FORM                 |
| 2. | APPENDIX B | SAMPLE AGREEMENT AND SCOPE OF WORK |
| 3. | APPENDIX C | PROPOSER REFERENCE FORM            |
| 3. | APPENDIX D | VEHICLE IDENTIFICATION FORMS       |

**APPENDIX A  
PROPOSAL COST FORM**

TO: **City of Moorpark**

In response to the Request for Proposals for Excursion and Charter Bus Service, the undersigned agrees to provide services in accordance with these Documents, which have been carefully examined. It is understood that each of the service alternatives will be operated annually approximately the number of hours noted.

**Cost Option 1 – Bus excursions with a late model school bus or equal.**

<b>Bus Excursions -</b>			
<b>Cost Per Hour</b>	<b>Five (5) Hour Cost</b>	<b>Each Additional Hour</b>	<b>Year</b>
			<b>2008</b>
			<b>2009</b>
			<b>2010</b>

The undersigned understands that any conditions placed on the items stated above, clarification made to the above, or information submitted on or with this form (other than that requested) will render the proposal unresponsive. If awarded the Agreement, the undersigned hereby agrees to sign said Agreement and to furnish the necessary certificates and performance bond.

PROPOSER: \_\_\_\_\_

CONTACT: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPENDIX B  
SAMPLE AGREEMENT

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND  
\_\_\_\_\_ FOR "BUS" SERVICES**

**THIS AGREEMENT, made this** \_\_\_ day of \_\_\_\_\_, 2008 between the City of Moorpark, a municipal corporation, located at 799 Moorpark Avenue, Moorpark, California 93021, hereinafter referred to as "City" and [Name of Contractor], hereinafter referred to as "Contractor".

**WITNESSETH**

The Parties hereto do agree as follows:

**SECTION 1. TERM OF AGREEMENT**

This Agreement will become effective on June 1, 2008, and will continue in effect until the completion of the project on May 31, 2009 unless sooner terminated as provided hereinafter.

The City shall have the exclusive option to extend this Agreement for up to two (2) additional years, in consecutive one-year increments. At least ninety days prior to the commencement of next annual ten-week term of summer holiday season, the City shall advise Contractor of its intention to continue for an additional period.

**SECTION 2. DEFINITIONS**

"Vehicle" or "Backup Vehicle" shall mean a bus or van designated by the Contractor for use in providing services under this Agreement, including but not limited to a primary vehicle, a secondary vehicle for overflow ("tripper bus"; an additional wheelchair accessible vehicle; and a back up or replacement vehicle if needed due to a mechanical breakdown, traffic incident, or any reason whatsoever to provide transportation services under this Agreement. The Backup or Replacement Vehicle shall be equipped with a wheelchair lift; be of the size, capacity, and design specified in Exhibit "1." All vehicles shall be in safe and good working order. The City shall have the right to approve the suitability of any vehicle used by the Contractor under this Agreement.

**SECTION 3. COMPENSATION**

Compensation for services to be performed by the Contractor shall not exceed the daily rate submitted in the Contractor's Cost Proposal Form without additional authorization by the City. Services will be billed at the hourly equivalent \$\_\_\_\_\_ per day, flat daily rate for five (5) hours of service per day. The rate for each additional up to a maximum of ten (10) hours per day (will be

\$\_\_\_\_\_ per hour for each hour after the initial five (5) hours of service. The City will only pay for services actually rendered. Services rendered shall specifically exclude time for travel to and from the Contractor's storage facility and downtime for road assistance. The City may cancel a trip with twenty-four (24) hours notice with no payment or penalty.

If the Contractor fails to complete the work, fails to provide service for an entire day, or causes a default as specified in Section 10, Liquidated Damages, the City may, at its sole option, notwithstanding other rights and remedies, assess the Contractor at the hourly rate \$\_\_\_\_\_ per hour and the same rate for each fraction of an hour rounding up to the nearest quarter hour, beginning at onset of service failure or time of an incident that causes service to be interrupted. Said assessment shall be deducted from any payments due or to become due to Contractor under the terms of this Agreement. No payment by City shall be construed as a waiver of City's right to deduct the assessment and the assessment may be deducted from any subsequent payment. Delays due to traffic conditions, acts of God, war, or civil unrest do not constitute a failure of the Contractor to provide service.

Contractor shall submit to the City a written invoice for services rendered 14 days following the end of the month for which services were rendered. The City agrees to pay the amount due to the Contractor within thirty-five (35) days following the receipt of said invoice.

The above rates to be paid to the Contractor may be adjusted as of the first day of July, 2009 and each July first thereafter, in accordance with the Cost Proposal Form submitted by the Contractor, if the City exercises its option to extend the Agreement.

#### **SECTION 4. CONTRACTOR'S OBLIGATIONS**

Upon receiving the City's Notice to Proceed, the Contractor agrees to do all things necessary to manage, operate, and maintain the City's bus excursion services in accordance with the Scope of Work identified in this Agreement and all Agreement Documents, including the City Invitation to Bid, the Contractor's Response, and any addenda, observing the priority of documents specified in this Agreement.

#### **SECTION 5. OBLIGATIONS OF CITY**

City agrees to comply with all reasonable requests of the Contractor relative to, and provide access to all documents reasonably necessary for, the performance of Contractor's duties under this Agreement.

City shall be responsible for approving all bus routes, time schedules, and fares. City reserves the right to change routes and schedules. The City and Contractor agree that twelve (12)

hours notice by telephone and written facsimile is sufficient notice of any change in a trip previously scheduled with Contractor, without payment or penalty. City may cancel other trips with twenty-four (24) hours notice with no payment or penalty.

City agrees to exempt Contractor from City business license taxes and fees; however, the Contractor will obtain a City Business Registration and pay any associated fee(s).

## **SECTION 6. ASSIGNMENT**

Neither this Agreement, nor any duties, rights, interests or obligations under this Agreement may be assigned, sold, transferred or delegated by Contractor without prior written consent of the City.

## **SECTION 7. INDEPENDENT CONTRACTOR**

Contractor is and at all times shall remain as to the City a wholly independent contractor. Neither the City nor any of its officers, employees or agents shall have control over the conduct of the Contractor or any of the Contractor's officers, employees, servants or agents, except as herein set forth. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any officers, employees, servants, or agents of the City. Contractor shall comply with all applicable provisions of the Workers' Compensation Insurance and Safety Acts and Labor Code of the State of California.

## **SECTION 8. LEGAL RESPONSIBILITIES**

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City and its officers, employees, servants and agents shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

## **SECTION 9. OWNERSHIP OF DOCUMENTS**

Upon completion of any writing required to be provided by Contractor in the course of performing any of the above described services, or upon termination of this Agreement, all original documents prepared by Contractor shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor.

## **SECTION 10. LIQUIDATED DAMAGES**

Contractor shall operate strictly according to the most current bus schedule provided by City and to a reasonable on-time performance standard except where service is interrupted for those reasons stated hereinafter. Service shall be provided as scheduled or according to any adjusted schedule established by City, including route modifications required.

### Force Majeure

Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, vandalism, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities of government, or any other occurrences or circumstances which are beyond the control of the Contractor.

Contractor shall maintain on-time performance. City reserves the right to monitor on-time performance.

The City may assess liquidated damages for the following defaults:

- (1) If the driver begins or ends a route late by more than twenty (20) minutes; or
- (2) If the driver departs from a stop prior to the designated departure time; or
- (3) If the vehicle in use on the route runs out of fuel; or
- (4) If the driver deviates from a route or fails to follow the route as scheduled; or
- (5) If a vehicle is not properly inspected or cleaned prior to use on the route; or
- (6) If the driver fails to complete a route due to vehicle or driver failure, mechanical failure; or
- (7) If the driver fails to stop for a passenger at a designated stop; or
- (8) If the driver fails to pickup or assist a disabled rider that requires assistance to board and alight from the bus.

The Contractor agrees that any of the above defaults will result in damage and injury to the City. The City and Contractor agree that actual damages occurring to the City because of any one or more of such defaults, on a given day, will be difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the City and the Contractor have negotiated and have agreed that for each calendar day during which one or more defaults occur that the Contractor shall pay to the City, as and for liquidated damages, and not as a penalty, a sum equal to the hourly rate per vehicle compensation due to the Contractor pursuant to paragraph 5 of this Agreement for each hour during which the incident causing the default occurs.

Said payment for liquidated damages shall be deducted from any payments due or to become due to Contractor under the terms of this Agreement. No payment by City shall be construed as a waiver of City's right to deduct liquidated damages which may be deducted from any subsequent payment.

The City agrees that the Contractor shall not be found in default on the aforementioned default items 1 and 2 if the reason for the default resulted from a scheduled paratransit pickup request. Payment for liquidated damages shall not be assessed against the Contractor in such a case.

## **SECTION 11. INSURANCE**

Contractor shall maintain prior to the beginning of, and for the duration of this Agreement, insurance coverage as specified in Exhibit 1, attached hereto and made part of this Agreement.

## **SECTION 12. GENERAL PROVISIONS**

### **12.1 Conflict of Interest**

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Agreement. The Contractor further covenants that in the performance of this Contract, no person having such interest shall be employed.

### **12.2 Interest of Employees**

No member officer or employee of the City, during his/her tenure or for one (1) year thereafter, shall have any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.

### **12.3 Conflicting Use**

The Contractor shall not use any vehicle, equipment, personnel or other facilities which are dedicated to the City for performing services under this Agreement for any use whatsoever that in the opinion of the City presents a conflict with the services contemplated by this Agreement.

#### 12.4 Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

#### 12.5 Audit and Retention of Records

The Contractor shall allow the authorized representative of the City, the U.S. Department of Transportation (hereinafter, DOT), and the Comptroller General of the United States and the California State Controller's Office to inspect and audit all data and records of the Contractor relating to performance under the Agreement. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, the Contractor shall maintain all required records for three years after final payment under this Agreement and until all other pending matters are closed.

#### 12.6 Conservation

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (42 USC, Section 6321 st seq.).

#### 12.7 Air Pollution Control

The Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Section 11017 of the California Government Code. All Contractors and suppliers shall be required to submit evidence, if requested, to the City that the governing air pollution control criteria will be met.

#### 12.8 Title VI of the Civil Rights Act of 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination or the grounds of race, color, or national origin.
- (4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations of the Federal Transit Administration or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City, or set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with nondiscrimination provisions of the Agreement, the City shall impose Agreement sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or
  - (b) cancellation, termination, or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and lease of equipment, unless exempt by the Regulations, or directives

issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event the Contractor becomes included in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 12.9 Labor Provisions - Non Construction Contracts

### A. Overtime Requirements

No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than that required under federal Fair Labor Standards regulations.

### B. Violation, Liability for Unpaid Wages, Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5. The Contractor shall operate under the applicable provisions of the Federal Fair Labor Standards regulations.

### C. Withholding for Unpaid Wages and Liquidated Damages

The DOT or City shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Agreement or any other Federal Agreement with the same prime Contractor, or any other Federally-assisted Agreement which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid

wages/liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

D. Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the City shall require the contracting officer to insert in any such Agreement a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

E. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (A) through (E) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (A) through (E) of the paragraph.

#### 12.10 Disadvantaged Business Enterprises (DBE)

It is the policy of the U.S. Department of Transportation that Disadvantaged business Enterprises (DBE) as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R. Part 23 applies to this Agreement.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The requirements of 49 C.F.R. Part 23 and the City's U.S. DOT-approved DBE Program are incorporated in this Agreement by reference. Failure by the Contractor to carry out these requirements is a material breach of the Agreement, which may

result in the termination of the Agreement or such other remedy as the City deems appropriate.

The Contractor shall cooperate fully with the City in meeting any of the City's commitments and goals with regard to the maximum utilization of DBE. The Contractor shall keep records of DBE participation in all activities carried out pursuant to this Agreement, and shall report to the City all such participation and efforts made to encourage DBE participation as required by the City.

#### 12.11 Compliance with Laws, Rules, Regulation

All Services performed by the Contractor pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated thereunder, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, DBE, and Labor Protection. The Contractor is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended and specifically to any labor protection provisions incorporated into Agreement of assistance between the Urban Mass Transportation Administration and the City. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project".

The Contractor shall pay all taxes required to be paid by it by any applicable federal, state, or local statute, including the Business Registration Fee levied by the City. Further, the Contractor shall secure, on its own behalf, or on behalf of the City if requested, any licenses and permits required by law. The Contractor shall assure that all of its employees operating City vehicles possess a valid, current Class B California Driver License with appropriate endorsements. The Contractor shall not be required to secure a Federal Communications Commission License for the City's vehicle radio system. Such license shall be secured by the City.

### **SECTION 13. TERMINATION OF CONTRACT**

This Agreement, or portions thereof, may be terminated or canceled in any one of the following manners:

- (1) By mutual agreement of the parties,
- (2) Upon thirty (30) days written notice by either party, with or without cause.
- (3) If in the sole subjective judgment of City at any time or times after the commencement of the term of this Agreement, Contractor fails to perform the services required of it or fails to perform such services in accordance with the terms hereof, the City, upon at least seventy-two (72) hours written notice to Contractor, and without prejudice to any other remedies the City may have, may terminate Contractor's services and any obligations the City may otherwise have

under this Agreement. The written notice shall instruct Contractor to cease its services as of a specified day, and City shall have no further obligation to pay for services tendered or otherwise.

#### **SECTION 14. INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from Contractor's activities in the performance of the services under this Agreement, excepting only those actions, claims, liabilities, obligations, judgments, or damages arising out of the sole negligence of the City indemnitees. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of the Contractor:

- 1) The Contractor shall provide a defense to the City; and
- 2) The Contractor shall promptly pay any final judgment or portion thereof rendered against the City indemnitees.

#### **SECTION 15. NOTICES**

Any notice to be given hereunder by either party to the other shall be effected either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the City as follows:

City of Moorpark  
City Manager  
799 Moorpark Avenue  
Moorpark, California 93021

Mailed notices shall be addressed to the Contractor as follows:

Mr./Ms. \_\_\_\_\_  
Title  
Name of Company  
Street Address  
City, State Zip Code

Each party may change the address by written notice in accordance with this section. Notices

delivered personally will be deemed served as of actual receipt; mailed notices will be deemed served as of the second (2nd) day after mailing.

## **SECTION 16. AGREEMENT DOCUMENTS**

The Agreement Documents which are applicable to this Agreement include:

### **16.1 Incorporation by Reference**

Exhibit 1 – Insurance Requirements, Exhibit 2 Scope of Service; Exhibit 3 – City's Request for Proposal, including Appendices and Addenda; Exhibit 4 - Contractor's Proposal; and all applicable codes, laws, and regulations are hereby incorporated and made a part of this agreement. If there is a conflict between Agreement documents, the document with the highest in precedence shall control. Conflicts exist only when two or more terms, conditions, or times are inconsistent with each other. Omissions are not terms, conditions, or times for conflict purposes.

### **16.2 Order of Precedence**

The provisions of this Agreement shall control all Agreement Documents; in the event of any ambiguity or inconsistency, the same shall be resolved by reference first to the language of any written amendments signed by both parties, then to the language of the Agreement, then to the language of the Scope of Service, then to the language of the City's Request for Proposal (hereinafter, Proposal), then to the language of the to the Contractor's Proposal and then to other Agreement Documents in the order above set forth.

### **16.3 Entire Agreement**

This Agreement supersedes all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor to the City, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever.

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein, shall be valid or binding and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

## **SECTION 17. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**SECTION 18. ATTORNEYS' FEES**

Should either party hereto institute any action or proceeding of any nature whatsoever in a court of law, equity, or otherwise to enforce any provisions of this Agreement or for a declaration of such party's rights or obligations hereunder or for any other remedy, the prevailing party shall be entitled to receive from the losing party, its costs, including such amount as the Court or arbitration panel may adjudge to be reasonable attorneys' fees for the services rendered the party finally prevailing in any such action or proceeding.

**SECTION 19. VENUE**

This Agreement is made, entered into, executed and is to be performed in Moorpark, Ventura County, California, and any action filed in any court or for arbitration for the interpretation, and/or enforcement of the terms, covenants and conditions referred to herein shall be filed in the applicable court in Ventura County, California.

**SECTION 20. CITY'S AGENT**

The Moorpark City Manager, or his designee shall have the right to review, coordinate and approve all work to be performed by the Contractor pursuant to this Agreement, and shall be the City's agent in this matter.

**SECTION 21. INTERPRETATION OF AGREEMENT**

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

**SECTION 22. WAIVER OF AGREEMENT**

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding.

**SECTION 23. CAPTIONS AND HEADINGS**

The captions and headings of the various Articles and Paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.

CITY OF MOORPARK

CONTRACTOR

By: \_\_\_\_\_

Steven Kueny,  
City Manager

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 1 INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less \$5,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum of \$1,000,000 self-insured retention for liability not covered by primary but covered by umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to

employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant 90

days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. 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. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

**EXHIBIT 2 SCOPE OF SERVICE  
FOR  
BUS EXCURSION SERVICES**

**SECTION 1. SERVICE DAYS AND HOURS**

**MOORPARK BEACH BUS**

The Moorpark Beach Bus operates from 9 a.m. to 5 p.m. for approximately twelve weeks from mid June to Mid August. The current intent of the City is to offer this service on Tuesdays and Thursdays. The public transportation service included in this Scope of Service consists of a single vehicle service for the City of Moorpark with eight revenue hours per day. A school bus is usually adequate for this service. Contractor will provide service between various stops in Moorpark and a beach destination, often Zuma County Beach in Malibu. This will be an unsupervised public transit service for approximately twelve weeks in summer. One vehicle makes two or more round trips each day of service in accordance with a published schedule. Schedule adherence is important for this service.

The City will determine and set fares. Contractor shall charge passengers exactly as specified unless notified by the City that there will be a deviation from regular fares.

**CAMP MOORPARK**

Camp Moorpark is a summer recreation program and typically requires one or two (1 - 2) buses each Monday and Wednesday for an 10-11 week period from June through August. Trips are taken by youth ages 5-12, and are usually trips within Ventura County. This is a subscription service. Participants register in advance with the City and the trips are supervised by City staff.

**ACTIVE ADULT CENTER**

Transportation from the Moorpark Active Adult Center to a local attraction such as a museum or event site, typically within seventy-five miles of Moorpark, and not usually exceeding ten hours from beginning to end. Participants register in advance with the City.

The City, at its sole option, may contract with more than one bus operator to expand or reduce services during the term of the Agreement. City may cancel a trip with twenty-four (24) hours notice with no payment or penalty. The City, at its sole option, may wish to expand or reduce these services during the term of the Agreement.

## SECTION 2. ROUTES

With exception of the Beach Bus, trips will have one point of origin in Moorpark, California, such as the Active Adult Center at 799 Moorpark Avenue, or Arroyo Vista Recreation Center at 4550 Tierra Rejada Road. The Beach Bus has approximately four (4) stops for boarding and alighting in Moorpark. All services usually have one destination point.

The City reserves the right to adjust the routes, providing notice as indicated in this Agreement.

## SECTION 3. OPERATIONS

The contractor shall be responsible for operation of the vehicles used to provide services contemplated by this agreement. The Contractor shall ensure at all times that vehicles used for passenger conveyance shall be operated with due regard for the safety, comfort, and convenience of the public. The Contractor shall be responsible for complying with all applicable federal, state and local laws and requirements.

## SECTION 4. CONTRACTOR VEHICLES

Contractor shall provide all necessary vehicles, including one primary bus and at least one backup bus to ensure continuation of service in case of a breakdown of the primary bus. All Contractor-supplied vehicles shall have less than 75,000 original odometer miles on them. The Contractor shall at all times be required to have a back-up vehicle available for use in the event that the primary vehicle is unable to operate.

All vehicles must be equipped with a wheelchair lift and meet ADA standards. Back-up vehicles shall be in safe and good working order. The City shall have the right to approve the suitability of any vehicle used by the Contractor under this Agreement.

In the event that the vehicle being used by the Contractor breaks down, the Contractor shall provide a back-up vehicle on site within one and a half (1 ½) hours.

### **Excursion Vehicles**

The excursion vehicles shall have a minimum of twenty-five bench seats and a seating capacity of approximately seventy-five (75) children at three passengers per bench seat, and approximately fifty (50) adults at two (2) passengers per bench seat. Each vehicle shall have a motorized wheelchair lift and two wheelchair stations. All vehicles must have storage for luggage. Air conditioning, large tinted windshield and passenger windows are desirable but not required. A late model school bus in good condition may meet the criteria for excursion

vehicles.

## SECTION 5. MAINTENANCE

The Contractor shall perform the duties and accept the responsibilities set forth in connection with the maintenance of the Contractor's vehicles used to provide services under this Agreement. Contractor's buses, vans, school buses or other motor vehicles accepted to the City that are used to provide services under this Agreement are referred to in this section as "vehicles ". The omission of a duty or responsibility herein shall not relieve the Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed-route and dial-a-ride public transportation system of a kind and character such as Moorpark City Transit.

- 5.1. **Maintenance Facility:** The Contractor shall provide and maintain an appropriate fixed maintenance facility within a 35-mile radius from the City. The facility shall be equipped with all tools and equipment necessary for maintenance of vehicles in accordance with this Agreement. When out-of-service, vehicles shall be stored at all times either within an enclosed, paved garage, or within a paved, security-fenced outside storage area.
- 5.2. **Daily Maintenance:** The Contractor shall perform daily vehicle servicing on all vehicles under this Agreement. For purposes of this Agreement, daily servicing will include, but not be limited to, fueling; engine oil, coolant, water, and transmission fluid check/add; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; and check all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. The Contractor shall develop, implement and maintain a written checklist of items included in the daily servicing of the vehicles. The checklist will be utilized and kept on file for City and California Highway Patrol review at any time during regular business hours. The checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.
- 5.3. **Vehicle Cleaning:** The Contractor shall maintain the vehicle in a clean and neat condition at all times.

The interior of the vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions, and grabrails. All foreign matter such as gum,

grease, dirt, and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be repaired at the end of each day. Ceilings and walls shall be thoroughly cleaned at least once per month, or more often as necessary. Destination sign interior glass shall be cleaned as necessary to maintain a clean appearance and maximize visibility.

The exteriors of vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include the bus body, all windows, and wheels. Rubber or vinyl exterior components such as, tires, bumpers fascia fender shirts, and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. The bus exterior shall be waxed once every six months.

The vehicles shall be kept free of vermin and insects at all times. The Contractor shall exterminate all vermin and insects from the vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

- 5.4. Preventive Maintenance: The Contractor shall develop and implement a preventive maintenance program. At a minimum, the Contract's preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall meet the manufacture's specifications and be sufficient so as not to invalidate or lessen warranty coverage of the vehicles. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where the Contractor's employees observe that maintenance is needed in advance of schedule.

The Contractor shall not defer maintenance for any reason without the prior written consent of the City. The Contractor shall adjust the work schedule of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule.

All parts used for preventive maintenance shall be new and meet manufacture's specifications.

The City, at its own expense, may inspect the vehicle(s) to ensure that regular preventive maintenance and other is being performed.

- 5.5. Vehicle Repairs: All repairs to the vehicles and back-up vehicles shall be performed by the Contractor or by other vendors and suppliers and shall be included in the final Agreement cost. 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. All required parts shall be new and meet manufacture's specifications.

Repair work shall be conducted as soon as practicable upon learning that such work is required. The Contractor shall perform repair work expeditiously in response to identification of problems by drivers or other staff members. The Contractor shall assure the City that required repairs shall not be deferred beyond a reasonable time.

The Contractor shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions in the conduct of its maintenance.

5.6. Vehicle Towing: In the event that towing of a vehicle is required due to mechanical failure or damage, the Contractor shall be responsible to provide such towing at the Contractor's sole expense.

5.7. Maintenance Records and Reports: The Contractor shall prepare, maintain, and make available to the City records and data relative to vehicle maintenance. Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner to fulfill any applicable state or federal requirements, as well as any needs of the City to enable it to evaluate accurately the Contractor's maintenance performance and the operating expense associated with the services provided under this Agreement.

Records of all maintenance and inspections shall be made available to the City, the CHP and/or such other regulatory agencies with jurisdiction when requested. The City maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this Agreement and any equipment used in the performance of maintenance work in order to ensure compliance with this Agreement. Such inspection shall not relieve the Contractor of the obligation to monitor continually the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery.

The Contractor shall prepare and maintain records and reports that shall include, but not limited to, following:

- A. Daily vehicle inspection and servicing checklists.
- B. Work orders for all maintenance inspections, warranty repairs and other vehicle repairs including materials, parts and labor consumed.

- C. Roadcall reports, or work order, for each roadcall identifying date and time, vehicle number, problem and mileage of vehicle.
- D. Monthly summary of vehicle miles, vehicle miles since last preventive maintenance inspection, a list of any vehicle repairs made, number and length of time a back-up vehicle was used, and vehicle roadcalls.

## SECTION 7. DRIVERS

Drivers are required to possess a valid California Class B driver's license for the operation of the type of vehicles to be used. The Contractor shall provide thorough training for all personnel for the proper performance of their duties. Drivers shall also be thoroughly trained on the use of all equipment used under this Agreement, including the Contractor's back-up vehicle. Contractor shall perform background checks on drivers utilizing a vendor such as Livescan to ensure that the requirements of California Vehicle Codes 12517.3 and 13370 are met.

At a minimum, drivers shall be required to: wear an approved uniform of clean and neat appearance, be helpful and courteous, assist passengers with transfers, ensure that fares are collected and deposited in the farebox, assist elderly and handicapped riders, refuse rides to unruly passengers, stay on schedule, obey all traffic laws, and enforce all City transit passenger rules. Drivers shall not smoke on the vehicles or allow passengers to do the same.

City shall have the right, contingent upon the Contractor's personnel policy guidelines, to ask for the temporary or permanent removal of any personnel furnished by Contractor for any reasonable cause (not to be construed as requesting removal from Contractor's employment). Contractor shall submit a copy of its current personnel policy guidelines with this Agreement and any amendments thereto. All personnel shall be employees of Contractor and Contractor shall be solely responsible for payment of all employees' wages and benefits. Contractor, without any expense to City, shall faithfully comply with the requirements of all applicable laws with respect to employee liability, worker's compensation, unemployment insurance and other forms of social security. Contractor shall also be responsible for withholding of income tax at its source from employee's wages and, furthermore, the Contractor shall indemnify and hold harmless the City and the State of California from any liability, damages, claims, costs, and expenses of any nature arising from alleged violation of such laws.

Contractor will provide thorough training for all personnel for the proper performance of their duties. Contractor must have a training program encompassing the National Safety Council Defensive Driving Course. This program should also direct itself to dealing specifically with transporting the elderly and mobility impaired. All new employees shall receive proper training and instruction at the time of hiring and prior to being assigned to the service. This training program must be described fully and submitted to City for review within ten (10) days of

Agreement approval by the City.

The Contractor shall require pre-employment medical examinations, including drug and alcohol testing, for all prospective drivers and other safety sensitive employees of the Contractor. Any person who has not successfully passed such an examination shall not be permitted to operate a vehicle in any service performed under Agreement to the City. Additionally, the Contractor must have an anti-drug program established for employees under the congressionally mandated Drug-Free Workplace Act. The required anti-drug program would include, in addition to the pre-employment testing, testing after an accident, when there is reasonable cause, periodically, every two (2) years upon receipt or renewal of the DMV Medical Examiner's Certificate, and before returning to duty to perform sensitive safety functions after a positive drug test.

The Contractor shall comply with the Congressionally Mandated Drug-Free Workplace Act of 1988, by providing certification that (a) the drug free workplace actions will be implemented, and (b) those actions are being/have been implemented.

#### SECTION 8. BUS OPERATION RECORDS AND REPORTS

The Contractor will be required to maintain ridership and operations records for this service as deemed necessary by the City.

The Contractor shall be responsible for submission of monthly service summary reports to the City. These reports, to be submitted by the Contractor within 10 business days of the end of each calendar month, shall include, but not limited to, the following:

- A. Listing of all vehicle occurring in service with cause and corrective actions breakdowns/roadcalls a description of the taken;
- B. Date, time, and length of time for any service disruptions.
- C. A monthly summary of vehicle miles, vehicle miles since last preventive maintenance inspection, a list of any vehicle repairs made, number and length of time a back-up vehicle was used, and vehicle roadcalls.
- D. Total passenger counts by demographic category and fare (student, adult, senior citizen, handicapped, etc.) by day.
- E. Passenger counts by payment method (cash, one-way ticket, and monthly passes) by day.
- F. Missed or abbreviated route trips, unusual incidents while on duty.
- G. From time to time, at the City's request, the Contractor shall record passenger activity per stop.

Additionally, the Contractor shall collect, record and report annually other statistical data required under Section 15 of the Federal Transit Act which includes, but is not limited passenger count by fare, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, and dial-a-ride passenger no- shows.

#### SECTION 9. FARES

The Summer Beach Bus, is a general public transportation service and passengers must pay a fare. The Contractor shall collect fares in accordance with fare policies as set by the City. The fares collected will be recorded and submitted to the City at the end of each service day along with the fare collection sheet for that day.

Most excursion and charters sponsored by the Recreation Division, such as Camp Moorpark and trips sponsored by the Active Adult Center will not have fares that the contractor has to collect.

#### SECTION 10. MEETINGS AND CONTACT INFORMATION

The Contractor shall make administrative staff available to attend two meetings per year of the City's Transportation and Streets committee. The City will notify the Contractor in advance of a meeting. Contractor will provide the City with emergency and after hours contact telephone numbers and pagers that the City may use as necessary to communicate with the Contractor after normal working hours.

#### SECTION 11. RADIO COMMUNICATION

The Contractor shall provide to the Vehicles the necessary communication equipment to allow for communication between the driver and the Contractor's maintenance facility to handle roadcalls.

The Contractor shall notify the City, at the first available opportunity, of any vehicle breakdowns or other problems that may cause schedule delays.

#### SECTION 12. SPECIAL SERVICES

From time to time the City may wish to expand the hours or the days of services to the community. With fourteen days (14) days written notice, Contractor shall provide the special service using the Agreement vehicles, at the regular hourly rate.

## EXHIBIT 1 INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less \$5,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum of \$1,000,000 self-insured retention for liability not covered by primary but covered by umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another.

Coverage shall be applicable to the City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of

contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant 90 days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. 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. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

**APPENDIX C  
PROPOSER REFERENCE FORM - PARTS I AND II**

**PART I**

**GENERAL INFORMATION**

1. NAME \_\_\_\_\_
  
2. Bidder is a: (circle one)  
Corporation/Partnership/Association/Sole Proprietorship
  
3. Bidder's address and Telephone Number:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Name, Title, and Telephone Number of Bidder's Authorized Representative:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Bidder's Credit References: (Include names, address, and telephone numbers of at least three references, one of which must be the organization's bank)
  - A. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
  - B. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
  - C. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART II**

**Client List for Transportation Services Currently and/or Previously Provided:**

1. Client Name: \_\_\_\_\_  
Client Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone  
Number: \_\_\_\_\_  
Period of Service: \_\_\_\_\_

2. Client Name: \_\_\_\_\_  
Client Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone  
Number: \_\_\_\_\_  
Period of Service: \_\_\_\_\_

1. Client Name: \_\_\_\_\_  
Client Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone  
Number: \_\_\_\_\_  
Period of Service: \_\_\_\_\_

**APPENDIX D  
VEHICLE IDENTIFICATION FORMS - PARTS I and II**

**PART I - VEHICLE INFORMATION**

All bidders shall provide the following information for each type of vehicle the bidder proposes to use in this project. Bidders must submit photographs of vehicle exteriors and depictions of interior seating configuration, to be attached to this form.

1. Number of Vehicles Provided \_\_\_\_\_
2. Primary or Back-Up Vehicle \_\_\_\_\_
3. Vehicle Type/Model/Manufacturer \_\_\_\_\_
4. Date of Manufacture \_\_\_\_\_
5. Passenger Seating Capacity \_\_\_\_\_
6. Gross Vehicle Weight Rating \_\_\_\_\_
7. Engine/Transmission Type \_\_\_\_\_
8. Overall Length \_\_\_\_\_
9. Exterior Width \_\_\_\_\_
10. Interior Height \_\_\_\_\_
11. Aisle Width \_\_\_\_\_
12. Step Height from Ground \_\_\_\_\_
13. Destination Signs (Describe Location and Functions):  
\_\_\_\_\_
14. Wheelchair Equipment (Describe Type/Model/Manufacturer and attach photograph)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If any used vehicles are proposed, complete Part II of this form.

**PART II - STATEMENT OF CONDITION FOR USED VEHICLES**

If used vehicles are proposed by the Contractor for use in this project, this form shall be completed for each type of vehicle so proposed.

- 1. Number of Vehicles Provided \_\_\_\_\_
- 2. Primary or Back-Up Vehicle \_\_\_\_\_
- 3. Vehicle Type/Model/Manufacturer \_\_\_\_\_
- 4. Date of Manufacture \_\_\_\_\_
- 5. Passenger Seating Capacity \_\_\_\_\_
- 6. Gross Vehicle Weight Rating \_\_\_\_\_
- 7. Engine/Transmission Type \_\_\_\_\_
- 8. Vehicle Length and Exterior Width \_\_\_\_\_
- 9. Interior Height & Aisle Width \_\_\_\_\_
- 10. Step Height from Ground \_\_\_\_\_

11. Destination Signs (Describe Location and Functions):  
\_\_\_\_\_  
\_\_\_\_\_

12. Wheelchair Equipment (Describe Type/Model/Manufacturer and attach photograph)  
\_\_\_\_\_  
\_\_\_\_\_

13. Total Accumulated Vehicle Mileage: \_\_\_\_\_  
Date of odometer reading: \_\_\_\_\_

14. Number of Miles & Hours on Engine and Transmission Since Last Overhaul:  
\_\_\_\_\_

15. Tire Condition: (circle one)    New            Used            Recapped

Comments: \_\_\_\_\_