

CITY OF SIGNAL HILL

REQUEST FOR PROPOSALS

YOUTH AND SENIOR PROGRAMS TRANSPORTATION SERVICES

1. INTRODUCTION

1.1 About the City

The City of Signal Hill consists of a 2.2 square mile (5.7 km²) area in Los Angeles County, California and is centrally located near I-405 and I-605, about 30 minutes from downtown Los Angeles, and only 3 miles from the beach. Signal Hill is an enclave completely surrounded by the City of Long Beach and has recreational, commercial, business and industrial areas that draw visitors from around the Southern California region.

The City was incorporated in 1924, operates under the Council/Manager form of government and is considered a contract city. The five members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being selected annually from among the Council Members. The Council meets on the second and fourth Tuesdays of each month. The City of Signal Hill's fiscal year begins on July 1 and ends on June 30.

Today, Signal Hill is a well-balanced, financially sound, and economically diverse community of more than 11,848 people. City Hall is located at 2175 Cherry Avenue Signal Hill, CA 90755. The telephone number is (562) 989-7300, and the City website address is <http://www.cityofsignalhill.org>.

The City's transportation program and services are funded through Los Angeles County Proposition A Local Return funds. Approved by voters in November 1980, Proposition A is a half-cent sales tax dedicated to transportation projects that improve transportation access and services, including improved bus service and subsidized fares.

1.2 Project Description

The City desires proposals from qualified contractors ("Respondents" or "Contractors") who can provide Services for the City's Youth and Senior Programs Transportation project ("Project") discussed in further detail in Section 4 and Attachment "1" herein. Responses must conform with the requirements of this Request for Proposal ("RFP")

The City anticipates awarding a contract with an initial one-year term. The City will have the option, at its sole discretion, to extend the agreement for an initial two-year term with up to three additional one-year renewal terms. If the parties are unable to reach an agreement on any extended term, the City, at its sole discretion, will not move forward with the renewal option and may re-bid the services. Overall compensation limits are subject to the annual allocation of funds by the City Council. Future reductions in funding may require additional restrictions or limitations on the program that are not currently in place. The Contractor must implement program changes if required by the City. Any program changes that would alter the terms of this agreement shall be negotiated.

The successful Respondent will be required to enter into an Agreement (incorporated herein as Attachment 3) which will include the requirements of this RFP as well as other

requirements. By submitting a Proposal, the Respondent agrees to all of the terms of the RFP and Agreement. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

1.3 City Contact for this RFP

Under the City Council's authority, the City's Parks, Recreation and Library Services Department is responsible for the administration, monitoring and operation of the City's transportation program and sub-programs. The principal contact for the City of Signal Hill regarding this RFP will be Alyssa Christenson, Parks, Recreation & Library Services Management Assistant, (562) 989-7328, achristenson@cityofsignalhill.org or a designated representative, who will coordinate the assistance to be provided by the City of Signal Hill to the Respondent.

1.4 Pre-Proposal Meeting

The City will conduct a non-mandatory pre-proposal meeting via Zoom on Tuesday, September 17, 2024 at 9:00 a.m. Please find virtual meeting information below:

Non-Mandatory Pre-Proposal Meeting Information	
Zoom Meeting Link	https://us06web.zoom.us/j/87202365792?pwd=gsp4gY9VmW3N7EdUR03gaJRXTjNI7s.1
Meeting ID:	872 0236 5792
Passcode:	900562

2. PROPOSAL SCHEDULE

The schedule is as follows:

1	RFP Release	Wednesday, September 11, 2024
2	Pre-Proposal Meeting (Non-Mandatory)	Tuesday, September 17, 2024 at 9:00 a.m.
3	Pre-Proposal Requests for Clarification Due	Friday, September 20, 2024 by 4:00 p.m.
4	Reply to Comments	Thursday, September 26, 2024
5	Proposal Due Date	Tuesday, October 1, 2024 by 4:00 p.m.
6	Anticipated Final Selection*	Week of October 14, 2024
7	City Council Award of Contract	Tuesday, November 12, 2024

*The City expects, but does not guarantee, that the contract award will be made by the City Manager or City Council on the date indicated above.

3. REQUESTS FOR CLARIFICATIONS

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and submitted through the City's bid management system by selecting the Q&A Tab. Questions sent directly to City Staff will not be addressed and you will be directed to submit your question(s) online. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by Friday, September 20, 2024 by 4:00 p.m. local time on the date identified in the Proposal Schedule.

All registered contractors will be notified by e-mail when an addendum is posted. City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Respondent, and no Respondent should rely on any such oral interpretation.

4. SCOPE OF REQUIRED SERVICES

A preliminary Scope of Services is attached hereto as Attachment "1". The Respondent will be expected to fulfill, at a minimum, the services and technical requirements described in the attached Scope of Services. Upon final selection, the Scope of Services may be modified and refined during negotiations with the City.

This preliminary Scope of Services includes the minimum scope of services required to be completed by a qualified transportation contractor. Each Respondent should elaborate on items to further define the scope, and to demonstrate the proposer's understanding and experience in the performance of similar services. It is anticipated that the City and selected contractor(s) will work together to craft a more defined and final scope of services upon award of contract.

5. PROPOSAL REQUIREMENTS

5.1 Proposal Content

Respondent's Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The content and sequence of the information contained in each copy of the proposal shall be as follows:

(a) Summary Sheet

Include a fully-completed copy of the Summary Sheet included with this RFP (Attachment 2, "Required Forms").

(b) Table of Contents

Include a clear identification of the material by section and by page number.

(c) Letter of Transmittal

Identify Respondent's legal name and contact information, including corporate office and local office address, telephone number, fax number, web site address, and e-mail address. Summarize key elements of the proposal. The letter must stipulate that the cost proposal will remain valid for a period of at least 180 days. The letter shall be signed by an individual

or individuals authorized to execute legal documents on behalf of the Respondent.

(d) Key Personnel.

Identify the names and specific qualifications, experience, and appropriate licenses held, if applicable, of the primary staff to be assigned to the project. Include a resume for all primary staff. Include any subconsultants which Respondent proposes to use for any portion of the services.

Respondent shall also identify a Management Contact (Representative authorized to sign an agreement for your firm) and a Project Manager (person responsible for day-to-day management of the project). The successful Respondent may only change the Management Contact, Project Manager, and other supporting staff and specialists with prior written permission of the City.

(e) Plan for Services

(f) Provide a conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services which distinguish your firm and make it the better choice for the City. Indicate features, skills and/or services which will enable your firm to provide the services promptly or within the time specified, without delay or interference. Discuss your ability to provide a safe and professional environment at all times in carrying out the services. Describe your company's fleet as a whole, and list all vehicles that may be used to perform and deliver services, including information such as the vehicle mileage, seating capacity, and year. Scope of Services

Provide a detailed scope of services which reflects the Scope of Services described in this RFP. Proposals must address all items set forth in Section 4 "Scope of Services." Additional information which, in your opinion, should be included must be clearly identified.

(g) Experience

- (i) List of Representative Projects. List of representative projects undertaken by Respondent in the last 5 years demonstrating experience in each category of the project. Identify the names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.
- (ii) Identify all previous and current contracts with the City of Signal Hill. Include a contact name, description of services, and dates of services performed.
- (iii) List all public agencies (not to include the City of Signal Hill) for which contracts were terminated in the last three years. Show names of organizations and names and telephone numbers of persons who can be contacted. Contractors may provide a brief explanation of the reason(s) for termination(s).

(h) Certificate of Proposal

Include a fully-completed copy of the Certificate of Proposal included with this RFP (Attachment 2, "Required Forms").

(i) Cost Proposal

Please document the final fee schedule including a comprehensive outline and breakdown that includes the full scope of services, as well as provides fees from any and all possible related services.

(j) Compliance with Applicable Law, Safety standards

Identify and describe any final decisions or orders of Federal or State agencies that Respondent has received relating to any violations of the same. If none, verify in writing Respondent has not received any such decisions or orders.

5.2 Proposal Format

Proposals shall include one (1) electronic pdf version. Proposals shall be organized, tabbed, and numbered in the order presented above. Proposals must include page numbers for all pages in the proposal.

6. **SUBMITTAL INSTRUCTIONS**

Proposals must be submitted in electronic format through the City's electronic bid management system no later than 4:00 p.m. on the date indicated in Section 2. The City's electronic bid management system, PlanetBids, can be accessed at <http://www.cityofsignalhill.org/> by selecting "Bids and Proposals" on the home page or at the following link: <https://pbsystem.planetbids.com/portal/36746/bo/bo-search>. Proposals submitted in any other way (e.g., email, oral, telephonic, facsimile) will not be considered. Electronic modifications to or withdrawal of proposals may be made by the Respondent prior to the proposal closing deadline.

The Respondent must attach pdf files to the electronic proposal submission containing its Proposal and all of the required forms completed and signed.

It is the sole responsibility of each Respondent to see that its Proposal is properly submitted to PlanetBids in the proper form and prior to the stated closing time. THE ELECTRONIC BID MANAGEMENT SYSTEM WILL NOT ACCEPT LATE PROPOSALS. The City will only consider Proposals that have transmitted successfully and have been issued a confirmation number with a time stamp from PlanetBids indicating that the Proposal was submitted successfully.

Respondents experiencing any technical difficulties with the proposal submission process may contact the PlanetBids system support at 818-992-1771. If you continue to have difficulty, call the Alyssa Christenson, Management Assistant of the City's Parks, Recreation & Library Services at (562) 989-7328. Neither the City, nor the City's bid management system, make any

guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the proposal submission date and/or time.

7. INSURANCE REQUIREMENTS

7.1 Type and Amounts

Without limiting Contractor's indemnification of the City, and prior to commencement of services, Contractor shall obtain, provide and maintain at its own expense during the term of the Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to the City: The selected Contractor must agree to enter into an Agreement (template attached as Attachment 3) with the City of Signal Hill which will contain hold harmless and indemnification provisions and will require the Contractor to secure and maintain the following coverage.

- a) **Commercial General Liability Coverage:** General Liability Insurance Coverage including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage (if applicable) and Independent Contractors' Liability (if applicable) in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.
- b) **Sexual Molestation and Abuse Liability Coverage:** Contractor shall maintain a minimum of \$1, 000,000 per occurrence and \$2,000,000 aggregate limits. The policy can be included in the GL policy or stand-alone policy.
- c) **Automobile Liability Coverage:** Automobile Liability Insurance Coverage, including-as applicable- owned, non-owned and hired autos, in an amount of not less than Ten Million Dollars (\$10,000,000) per accident combined single limit.
- d) **Workers' Compensation Insurance:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.
- e) **Umbrella or Excess Liability:** Vendor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
 - A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible

in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;

- “Pay on behalf of” wording as opposed to “reimbursement”;
- Concurrency of effective dates with primary policies.

Should Vendor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer’s liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

- f) The Contractor must name the City of Signal Hill as an additional insured and must provide all applicable endorsements to be approved by the City Attorney’s Office and Risk Management before the Agreement between the City and consultant to perform the work product in the proposal will be submitted for consideration by the Signal Hill City Council.

7.2 Other Provisions

Vendor shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

8. **EVALUATION AND AWARD**Evaluation Criteria

The City will evaluate and rank the proposals. Proposals will be evaluated according to the following criteria:

- 1) Summary Sheet and Certification of Proposal
- 2) Letter of Transmittal
- 3) Personnel and Staffing
- 4) Plan of Services, Company Qualifications, and Vehicle Fleet
- 5) Scope of Services, Administration and Operations
- 6) Referrals, Experience and Credentials
- 7) Costs/Cost Proposal
- 8) Compliance and Applicable Law and Safety Standards including demonstration of compliance with applicable local and Federal laws and State statutes including those governing the subject of nondiscrimination in employment.
- 9) Clarity/Comprehensiveness of Proposal and ability to meet service needs of the City.

8.2 Scoring

Respondent proposals will be scored and calculated as set forth in the table below:

CRITERIA	QUESTIONS/ CONSIDERATIONS	POINTS
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Summary Sheet and Certification of Proposal	Summary Sheet Certificate of Proposal	5
Letter of Transmittal	Summarize key elements of the proposal. Where is the closest local office? Corporate office? Vehicle storage and maintenance facilities? How long has the company been in business? Has the company done similar transportation services?	5
Personnel and Staffing	Screening and selection standards for personnel? Outline required staff training and frequency of training. Qualifications required for vehicle operators? Qualifications required for maintenance staff? Indicate process for staffing driver assignments.	15
Plan of Services, Company Qualifications, and Vehicle Fleet	Provide a suggested plan for the City's requested services. Indicate factors that make your company the most qualified to perform these services. How many vehicles in total company's fleet? Number of vehicles with ADA accommodations in fleet? Provide a list of proposed fleet vehicles including vehicle information such as type of vehicle, age, mileage, seating capacity, and fuel type.	15
Scope of Services, Administration and Operations	Provide processes and procedures regarding the administration of trip requests, modified trip destinations, time changes, rescheduling cancellations, inquiries and general requests. What is the company's organizational structure? Describe how your company intends to manage all aspects of the work to be performed. What counties in Southern California does	15

	company have experience operating within?	
Referrals, Experience and Credentials	Provide at least three client references. Describe the kinds of demographics the company has served and relevant projects undertaken in the last 5 years. Include copies of any relevant State or Federal certificates, permits, or licenses held by your company and/or staff.	10
Costs/Cost Proposal	Are the proposed budget management, fees and staff hours proposed and clearly defined? Discuss how fees are determined. Is a final fee schedule included?	10
Compliance and Applicable Law and Safety Standards	Outline vehicle maintenance and servicing program. Identify an on-going, comprehensive safety program. How are operational emergencies handled in the field (in-service breakdowns, accidents, hazardous road conditions, etc.)? How often are inspections carried out and how are they documented?	10
Clarity and Comprehensiveness of the Proposal; ability to meet service needs required by the City.	The ability to provide clear and detailed information, as well as providing specifics on the ability to meet specific transportation needs outlined in the RFP.	15

8.3 Respondent Presentations/Interviews

The City may, at its discretion, invite a shortlist of Respondents to participate in a panel interview to be held at the City. The City may require that Respondents prepare a presentation as part of the interview. No Respondent shall be entitled to or otherwise guaranteed an interview.

8.4 Selection, Negotiation, and Award

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Respondent, or to allow corrections of errors or omissions. The contract, if awarded, shall be to the most qualified

Respondent, which submits the proposal that, in the sole judgment of City, is the most qualified Respondent on the basis of the evaluation criteria set forth herein.

Upon selection of a Respondent, the City will endeavor to negotiate a mutually agreeable agreement with the selected Respondent. In the event that the City is unable to reach agreement, the City will proceed, at its sole discretion, to negotiate with the next Respondent selected by the City. The City reserves the right to contract for Services in the manner that most benefits the City including awarding more than one (1) contract, potentially up to (3), if desired.

After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Manager or City Council concerning the proposed Agreement. Subject to the contract amount, the City Manager or City Council has the final authority to approve or reject the Agreement.

8.5 Protests

(a) Protest Contents: Protests based on the content of the RFP shall be submitted to the City no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Respondent may protest a contract award if the Respondent believes that the award was inconsistent with City policy or this RFP is not in compliance with law. A protest must be filed in writing with the City (email is not acceptable) within five (5) business days after receipt of notification of the intended contract award. Any protest submitted after 5 p.m. of the fifth business day after notification of the intended contract award will be rejected by the City as invalid and the Respondent's failure to timely file a protest will waive the Respondent's right to protest the contract award. The Respondent's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Respondent for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

(b) City Review: The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Respondent's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

9. GENERAL PROVISIONS

9.1 Amendments to RFP

The City reserves the right to amend or revise the RFP and its attachments or issue to all Respondents a Notice of Amendment to answer questions for clarification. Amendments or revisions, if any, shall be made by written addenda. All addenda issued by the City shall be included in the proposal and made part of the Contract Documents. Copies of addenda will be issued by the City through the City's bid management system. Respondents must acknowledge receipt of all addenda through the City's bid management system by clicking "acknowledge." Respondents are responsible for ensuring that they have received any and all addenda. Each Respondent should contact the City to verify that it has received all addenda issued, if any, prior

to the proposal opening. Failure to acknowledge receipt of all addenda may result in proposal rejection.

9.2 No Commitment to Award.

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City expressly reserves the right to postpone the RFP process for its own convenience, to negotiate any price or provision, task order or service, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP. The Agreement, if any is awarded, will go to the Respondent whose proposal best meets City's requirements.

9.3 Amendments to Proposals.

Unless specifically requested by the City, no amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Respondent may modify or amend its Proposal only if the City receives the amendment prior to the deadline stated herein for receiving Proposals.

9.4 Non-Responsive Proposals.

A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

9.5 Costs for Preparing.

The City will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of the City. The City will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.

9.6 Alternative Proposals.

Only one final proposal is to be submitted by each Respondent. Multiple proposals will result in rejection of all proposals submitted by the Respondent.

9.7 Public Documents.

All Proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process.

9.8 No Exceptions.

Submission of a Proposal constitutes acceptance by Respondent of the conditions contained in this RFP and the Transportation Services Agreement (attached as Attachment 3), should Respondent be selected.

9.9 Conflict of Interest

By submitting a Proposal, the Respondent declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or

indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

ATTACHMENT 1

SCOPE OF SERVICES

The City of Signal Hill is seeking interested and qualified contractors to provide transportation services for two Parks, Recreation and Library Services Department programs: (1) Senior Excursions focused on providing day trips for seniors (55+ years) on a monthly basis (2) Youth Excursions focused on providing day trips for youth (4-16 years) regularly on a seasonal basis. The transportation services to be contracted by the City of Signal Hill shall largely consist of pre-determined transportation schedules.

Transportation services required may support half day or full day programs which may need to be taken to a variety of sites both within and outside of Los Angeles County. Transportation services may be needed during the daytime, evening, weekday, weekend and/or nationally recognized holidays. Wait time for vehicle operators at any given drop-off site could range from less than one hour to several hours.

Transportation providers will also be expected to execute 16 trips for the senior program with anywhere from 5 to 55 riders at any given time. For youth programs, transportation providers are expected to execute 21 day trips for up to 150 riders at any given time.

The two specific programs, operated by the City's Parks, Recreation and Library Services Department, that are in need of transportation services include Senior Services focused on supporting individuals in and around Signal Hill who are ages 55+, as well as Youth Services focused on supporting dependents who are 4 to 16 years old. Senior Services operates day trips (excursions) 1-2 times a month ranging in size from 5 participants to 55 participants on any given trip. Youth Services operates multiple youth programs including day camps for approximately 9 weeks during the summer and 1 week during the spring. Transportation is needed 1-2 times a week during both the Youth Summer and Spring Day Camps. In addition to the camps, Parks, Recreation and Library Services Department runs an after-school program that is operated during the school year (August-June) that may need transportation services infrequently.

	Senior Program	Youth Program
During Year	Year-Round	9 Weeks in Summer (June-August) 1 Week in Spring (March/April) School Year (Fall/Winter/Spring)
Frequency of Trips	1-2 Trips Monthly	Summer: 1-2 Trips Weekly Spring Season: 1 Trip School Year: Infrequently
Length of Trips	3-12 Hours	3-10 Hours
Type of Vehicles Required	<ul style="list-style-type: none">Charter Coach Bus (Seats Approximately 55)20+ Passenger Shuttle	<ul style="list-style-type: none">Charter Coach Bus (Seats Approximately 55+)
Number of Vehicles Required for any Given Trip	1	1-3
Non-Standard Vehicle Accommodations	<ul style="list-style-type: none">RestroomsAir Conditioning	<ul style="list-style-type: none">RestroomsAir Conditioning

Required	<ul style="list-style-type: none"> • Undercarriage 	<ul style="list-style-type: none"> • Undercarriage • Seatbelts
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TECHNICAL REQUIREMENTS/ TASKS: Contractor shall meet the following requirements and/or have the ability to complete the following tasks at a minimum:

- Vehicles must be kept clean including both exterior and interior areas.
- Contractors must be able to communicate with vehicles and vehicle operators at all times during scheduled transportation times.
- Vehicles transporting youth must be specifically equipped with appropriate sized seat belts as approved by current State and Federal guidelines.
- Contractor must have a minimum of three years of experience in the field of providing transportation services similar to those contemplated herein. Contractor preferably has experience working with seniors (55+ years), youth (4-16 years), and/or limited mobility passengers.
- Contractor shall be available to meet with City staff regarding the schedule, status, and program services on a minimum, monthly basis.
 - Contractor must be ready to present to the City Council and/or Parks and Recreation Commission on transportation services (if deemed necessary by the evaluation committee).
 - Contractor must be available to attend, in-person, the City Council meeting of **Tuesday, November 12, 2024 at 7:00 p.m.**
- Contractor will provide curb-to-curb service with the required assistance by drivers to those who would necessitate any special assistance.
- Contractor must have the necessary vehicles and equipment to provide transportation service for any designated City passenger. This may occasionally include City passengers who have ADA accommodation needs.
- Contractor to comply with all State and Federal regulations relating to driver training, licensing, vehicle inspections, maintenance documentation, and allowable hours on duty requirements, drugs, and alcohol testing, etc.
- Contractor shall participate in on-going customer relations efforts as coordinated by the City.
- Contractor shall provide the necessary staff to ensure efficient and timely administration of reservations, scheduling, and dispatch of City transportation trips in accordance with the service schedules and policies set forth by the City.
- Drivers must be legally licensed to operate a motor vehicle in the State of California, be in good standing with the DMV, able to speak, understand, and read English adequately,

and treat all passengers with respect and courtesy, and deliver a high quality level of customer service.

- Contractor must demonstrate they have an acceptable recruitment and hiring program, which is intended to minimize driver turnover and retain a high-quality driver work force.
 - Contractor shall provide a uniform to be worn by the driver when operating a vehicle in City service, which will always convey a professional image.
 - Contractor will provide all necessary operating equipment for the driver and supporting office personnel, if applicable.
 - The City at its sole discretion may require that a driver can be removed from transporting City passengers for any reason it deems necessary including but not limited to excessive complaints, rudeness, or other inappropriate behavior or appearance.
 - Driver feedback about schedules, customer needs, vehicle maintenance and working conditions is highly recommended and expected.
 - Contractor will be responsible for all training of the vehicle driver, service policies, passenger fares and overview of other City services.
 - Contractor is to comply fully with State and Federal Regulations pertaining to licensing and operations of vehicles, which are contained in the California Vehicle Code, California Administrative Code, Title 13 and The Federal Motor Carrier Safety Regulations.
 - Contractor shall comply with all California OSHA requirements including the requirement of SB 198 to develop and implement an employee injury prevention safety plan.
 - Contractor shall provide qualified and trained personnel to answer and properly respond to all requests for transportation trip reservations, cancellations, ride check status, service inquiries, and general information requests.
- City and Contractor shall jointly revise and refine the service levels based on actual service demand to maximize service efficiency within the parameters specified by City policies.
 - Contractor agrees it can provide the appropriate number and type of vehicles as well as vehicle operators, on days and at times specified by City Staff. This includes the need to operate on some annual federal holidays as needed.
 - Contractor must have reasonable replacement vehicle capacity in the base of breakdowns and substitute drivers available in case of driver absence.
 - Contractor shall be willing and able to travel within the state of California including the following counties as required by the City:

- Los Angeles County
 - San Diego County
 - San Bernardino County
 - Ventura County
 - Orange County
 - Riverside County
 - Santa Barbara County
- Drivers must be willing and able to remain with vehicles for the duration of a day trip/excursion, and remain on site or within a 5-minute commute to site, upon immediate request.

ATTACHMENT 2
REQUIRED FORMS

SUMMARY SHEET

Contractor Name: _____

Contractor Firm- Parent or Ownership: _____

Contractor Address: _____

Contractor Telephone Number: _____

Contractor Fax Number: _____

Number of Years in Existence: _____

Management Contact (person responsible for direct contact with the City of Signal Hill and services required for this Request for Proposals):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Type of services performed by the Contractor:

CERTIFICATION OF PROPOSAL TO THE CITY OF SIGNAL HILL

- 1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated September 11, 2024, and to be bound by the terms and conditions of the RFP.
- 2. This Contractor has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Respondent and that the Respondent is responsible for them.
- 3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated September 11, 2024, including any addenda issued thereafter.
- 5. This Contractor has carefully read and fully understands all of the terms and conditions of the RFP.
- 6. The proposal shall be valid for 180 days from the date submitted to the City.

Name of Contractor: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

ATTACHMENT 3
TRANSPORTATION SERVICES AGREEMENT

CITY OF SIGNAL HILL
TRANSPORTATION SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755("City") and **[NAME OF COMPANY]**, a **[TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.]**, with its principal place of business at **[ADDRESS]** ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain professional transportation services for the transport of minor children, young adults and senior citizens over the age of 55 required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional transportation services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such professional transportation services for the **Youth and Senior Programs Transportation Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional transportation services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **[DATE]** to **[DATE]**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for an initial (2) two-year term with up to three additional (1) one-year renewal terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **[NAME AND TITLE]**.

3.2.5 City's Representative. The City hereby designates **[NAME AND TITLE]**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Contractor's Representative. Contractor hereby designates **[NAME AND TITLE]**, or his/her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers,

employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subContractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Water Quality Management and Compliance. [Reserved]

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization

from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. [Reserved]

3.4.2 Registration. [Reserved]

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: **[BUSINESS NAME]**
[STREET ADDRESS]

[CITY STATE ZIP]
ATTN: [NAME AND TITLE]

City: City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
ATTN: **Yvette E. Aguilar, Parks, Recreation & Library
Department**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give City written

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notice of Contractor's objection to the City's release of Proprietary Information. Contractor shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Contractor fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.5 Indemnification.

To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or the City, its officials, officers, employees, agents or volunteers.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or

transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7 Subcontracting

3.7.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF SIGNAL HILL

[INSERT NAME]

By: _____
Mayor or City Manager

By: _____
[INSERT NAME AND TITLE]
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
SCHEDULE OF SERVICES

EXHIBIT "C"
COMPENSATION

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties.

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for services to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Sexual Molestation and Abuse Liability Coverage: Contractor shall maintain a minimum of \$1, 000,000 per occurrence and \$2,000,000 aggregate limits. The policy can be included in the GL policy or stand-alone policy.

(C) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$10,000,000 per accident combined single limit, including-as applicable- owned, non-owned and hired autos.

(D) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(E) Pollution Liability: Pollution Liability Insurance covering all of the Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability and Pollution Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees,

agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.