

CITY OF SIGNAL HILL
TRANSPORTATION SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, 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 **TLC Luxury Transportation Company, LLC**, a **California Limited Liability Company** with its principal place of business at **522 E. Weber Ave., Compton CA 90222** ("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 November 12, 2024 to November 12, 2026 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than three additional one-year terms. The term may be extended administratively, by up to 180 calendar days ("Term Contingency") at the sole discretion of the City. 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: Chris Sanchez, CEO; Javier Izabal, Operations Manager; Steve Sacamos, Safety Manager.

3.2.5 City's Representative. The City hereby designates Yvette Aguilar, or 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 Chris Sanchez, CEO, 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, with a total annual base compensation of Ninety Thousand Dollars (\$90,000). The total compensation paid to Contractor shall not exceed **Ninety Nine Thousand Dollars (\$99,000) annually** over the term of the Agreement without written approval of the City Council or City Manager as applicable, which includes a contingency equal to 10% of the base compensation in the amount of Nine Thousand Dollars (\$9,000) (the "Compensation Contingency"). 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. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and If the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

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: TLC Luxury Transportation Company, LLC
522 E. Weber Ave.
Compton CA 90222
ATTN: Chris Sanchez, CEO

City: City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
ATTN: City Manager

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

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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 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,

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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

TLC LUXURY TRANSPORTATION COMPANY, LLC

By: _____
City Manager

By: _____
Chris Sanchez, CEO
[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

ATTEST:

By: _____
John Haggerty, Managing Partner

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

**PLAN & SCOPE OF SERVICES, COMPANY QUALIFICATIONS,
VEHICLE FLEET, ADMINISTRATION, & OPERATIONS**

Why Choose TLC Luxury?

Qualifications, Experience, and Reliability

Our business background and capabilities are peerless. We operate new and late-model equipment, maintained to the highest standards, and in compliance with the enhanced requirements of the US DOT and California CHP for Student Pupil Activities Bus (SPAB) use.

24-hour Dispatch Center

We staff our operations Control Center 24 hours per day every day of the year with our own well-trained dispatchers --- we communicate, track, direct and respond around the clock.

New High-Quality Coaches – Reliability and Comfort

State-of-the-art vehicle fleet with an average age of only 8 years and first-class amenities such as flat screen video displays, “kneeling buses”, USB & Power outlets, covered parcel racks and upgraded upholstery. All of our vehicles are EPA 2010-compliant, and our fleet complies with California’s strict CARB regulations.

Safety

We have great systems, training and supervision that provide our passengers and staff with safe operations.

Drivers

Beyond meeting DOT and SPAB requirements, our drivers attend TLC Luxury safety and guest service training sessions and are monitored by GPS and Road Supervisors to assure quality and safe performance. Because we are a small company with a management team with significant amount of experience, we are able to attract and retain drivers who are the “cream of the crop”. Our employee turnover rate is less than 5% Annually.

Management

Superior staff of well-trained, professional employees with long-tenure and low turnover. TLC Luxury staff has a combined 100+ years of experience in the transportation industry servicing domestic and international tour groups, destination management companies, casinos, hotels, resorts, clubs, travel agencies, schools, universities, professional teams, government contracts, and we specialize in long term private contracts.

ADA Compliance

Vehicles proposed to be furnished under this contract can be equipped with wheelchair lifts/ADA compliant with advance request and based on availability.

Environmental Commitment

Our vehicles comply with the most modern CARB and EPA modern emissions control requirements.

GPS Tracking and Engine Telemetry

Our 24-Hour Control Center tracks our buses to assure they are on route and on time. The advanced engine telemetry provides real time warning of issues before they cause a failure. Our tracking technology provides the location, arrival predictions and arrival notifications.

Large Fleet

We are a growing privately owned motor coach company in California and Nevada, that approximately employs 100+ employees in 2 locations in Los Angeles and Las Vegas, and a new location opening in San Diego in 2025, which means we have great capability to provide additional service, back-up or rescue. Additionally, our scale and operational flexibility enables TLC Luxury to service large, multi-location transportation projects, and temporarily redeploy vehicles between locations to service spikes in demand driven by special events.

Quality Guarantee:

The TLC Luxury model is “*Operated with Pride*”. Our staff operates at a “premium” level and is committed in providing the City of Signal Hill with high standard quality of service. The CEO Chris Sanchez will serve as liaison between TLC Luxury and the City of Signal Hill. Chris will be responsible for customer support and will oversee the quality assurance and performance.

TLC Luxury has a 24/7 bus wash and its own body shop facilities at its Los Angeles location. We invest a lot of time and money insuring that our vehicles leave the yard in clean, serviceable, and damage free conditions. TLC Luxury guarantees the quality of our vehicles is above satisfactory condition.

TLC Luxury warrants that it is familiar and operates under all regulations, standards, and rules of the various government agencies as applied to maintenance of bus(es). Furthermore, we are in agreement to permit the city of Signal Hill duly authorized agent to inspect our fleet of vehicles at any reasonable time, during normal business hours and subject to coordination with TLC Luxury personnel.

Scope of Work & Plan of Services:

TLC Luxury is committed in providing the City of Signal Hill with a high standard quality of service. Our proposal provides further information on our plan of implementation to provide the successful chartered bus service for the “specific program”. We can satisfy all the required charter bus services with quality equipment.

Please send all bookings to chris@tlcluxury.com. Below is a list of our fleet we are proposing to cover all transportation requests. We will book all services and send confirmations for all bookings. Additionally, driver information will be provided for all services 24-hours in advance. Our 24/7 dispatch number is 310-561-8330.

Vehicle Fleet:

TLC Luxury Transportation Los Angeles Fleet

10/1/2024

Qty	Unit #	Make	Model	Year	Seats	Color	Type
1	1503	Mercedes	Sprinter 3500	2022	15	Black	Sprinter Van
2	3401	Temsa	TS30	2017	34	Black	Minicoach
3	3402	Temsa	TS30	2016	34	Black	Minicoach
4	4002	Temsa	TS35E	2018	40	White	Midsized
5	5601	Irizar	I6	2016	54	White	Motorcoach
6	5602	Irizar	I6	2017	56	White	Motorcoach
7	5603	Irizar	I6	2017	56	White	Motorcoach
8	5604	Irizar	I6	2017	56	White	Motorcoach
9	5606	Temsa	TS45	2017	56	White	ADA Motorcoach
10	5607	Temsa	TS45	2016	56	White	Motorcoach
11	5609	Temsa	TS45	2016	56	White	Motorcoach
12	5616	Prevost	H-345	2019	56	White	Motorcoach
13	5617	Temsa	TS45	2017	56	White	Motorcoach
14	5618	Temsa	TS45	2017	56	White	ADA Motorcoach
15	5619	Prevost	H-345	2018	56	White	Motorcoach
16	5620	Prevost	H-345	2024	56	White	Motorcoach
17	5621	Prevost	H-345	2024	56	White	Motorcoach
18	2501	International	3000	2011	25	Yellow	School Bus
19	6901	Thomas	School B	2022	69	Yellow	ADA School Bus
20	8401	Thomas	School B	2018	84	Yellow	School Bus
21	8402	Thomas	School B	2018	84	Yellow	School Bus
22	8101	Thomas	School B	2018	81	Yellow	School Bus
23	8102	Thomas	School B	2018	81	Yellow	School Bus
24	8103	Thomas	School B	2018	81	Yellow	School Bus
25	Utility Vehicle	Ford	Truck	2006	2	White	Truck
26	Chevy Silverado	Chevy	Silverado 2500 HD	2024	4	White	Truck

Motors	13
Midsized	1
Minicoach	2
Sprinter Van	1
School Buses	7
Service Truck	2
Total Vehicles	26

Additionally, we have access to 40+ vehicles from our Las Vegas fleet and can relocate for any special event with advance notice.

Equipment Types:

Vehicle models we are proposing will be Irizar, Temsa, Prevost, Thomas, and Mercedes. All of the motorcoaches and minicoaches are equipped with restrooms, operable air conditioning & heating, DVD players and above seat screens, USB outlets, foot rests, reclining seats, reading lamps, window shades, tinted windows, and an overhead space for personal items. We can also provide handicapped equipped vehicles (ADA approved), limited quantities available.

All TLC Luxury vehicles have FMVSS certification, EPA low-emissions certificates, and meet California and Federal regulations. TLC Luxury takes great pride in the condition of their buses and in the services we provide.

Highlights of Equipment:

1. All vehicles are average (8) years or younger 2016 – 2024 models.
2. All Motorcoaches are a minimum of 50 passengers seating up to 56 passengers seating.
3. All Minicoaches are a minimum of 30 passenger seating.
4. All vehicles have adequate space for carry-ons, and secure storage for equipment and personal luggage.
5. All Motorcoaches & Minicoaches are equipped with PA Systems, including DVD players and microphones, and USB outlets.
6. Fully functioning AC/Heat
7. Restrooms – cleaned, refreshed.
8. All vehicles are detailed and cleaned daily (exterior and interior).

Equipment Maintenance:

Safety has always been the highest priority at TLC Luxury! Our Maintenance Manager Andres Gonzalez and Safety Director Steve Sacamos will work hand in hand to ensure the safety of equipment and provide management of maintenance and repair services to all vehicles. TLC Luxury currently offers a maintenance facility located at each of their 2 locations. Our maintenance technicians bring a wealth of experience to our repair facilities. All of our vehicles are manufactured and maintained in accordance with all of the United States Department of Transportation (USDOT) and the Federal Motor Carrier Safety Administration (FMCSA) guidelines, rules and regulations as outlined under Part 396 Inspection, Repair, and Maintenance. Furthermore, we will keep all buses clean and sanitary in compliance with public safety and health regulations. TLC Luxury takes full responsibility for the maintenance of its equipment and fleet.

Highlights of Maintenance:

1. 24/7 maintenance shop facilities.
2. 24/7 mobile road service.
3. 24/7 in house cleaning/bus wash.
4. TLC Luxury has its own paint shop and maintains the up keep of all cosmetic repairs on vehicles.

TLC Luxury, through its system of preventative maintenance and inspections performs a 45 Day/3000-mile inspection, and an A & B Inspection at 15,000 miles on each coach. A file is kept on every motor coach with its maintenance record. All of the records are also kept in the computer as backup.

In addition to the inspections mentioned above, every coach undergoes an annual USDOT inspection. Also, the motor coach operator inspects the vehicle at the end of his/her shift and indicates any defect or mechanical issues in their post trip report. The maintenance or shift manager reviews the post trip report, has a mechanic perform the necessary repairs, signs off the form, confirming the mechanical issues have been resolved.

Drivers:

TLC Luxury motor coach operators have a professional dress code that consists of black pants, white shirt and black tie. All motor coach operators will report to the TLC Luxury yard a minimum of one hour prior to their pick-up time. Operators will record their arrival time on the daily dispatch log. All drivers are required to do a pre and post trip inspection of their vehicle. This is done before every trip. After completing his/her pre-trip inspection the driver maps out his trip and gets started early enough to be on time for his pickup. The coach operator completes their trip and returns to the yard, finalizing a post-trip inspection.

TLC Luxury ensures the following terms and conditions:

- a. Provide sufficient number of sets of qualified drivers as legally required to perform the work and duties as set forth under this RFP, all of whom shall be paid by, and shall remain the employees of TLC Luxury;
- b. Provide drivers who speak English and are proficient with directions;
- c. Driver will be efficient in operating vehicle equipment such as electronics and controls on bus: DVD, air conditioning / heating.
- d. Provide experience drivers who are familiar with the City of Signal Hill and provide training for new drivers.

Driver Training

TLC Luxury implements a quality driver training program. All drivers will maintain a class B or higher license with passenger and airbrakes (as needed) endorsements and medical certificate.

Our training program consists of a comprehensive training manual accompanied by classroom time, educational videos, and behind the wheel time including mentored "cushion rides" where the trainee rides and drives on actual routes along with a seasoned driver to become familiar with their duties. Training will be conducted by an experienced training instructor with a valid instructor training certificate consistent with programs recognized by the State of California and the United States Department of Transportation and that meet all state and federal requirements.

Training Manual

Our training manual will be issued to each driver upon commencement of their training. This manual will consist of study material and quizzes as well as end of chapter tests. Our training manual consists of the following curriculum:

Class Room Time:

Class Room time will be led by a certified instructor and will be used in conjunction with the training manual and training videos. Our classroom time consists of the following trainer instructed classes:

Classroom	Hrs
Company Orientation & Safety Policy	2
Regulations	1.5
Workplace Safety	2
Substance Abuse Program	1.5
Sensitivity	4
Transporting Passengers with Special Needs	8
Passenger Relations & Assistance	4
Map Reading	2
Defensive Driving	8
Passenger Loading and Unloading	4

Accidents	1
Emergencies	2
Driving Skills	2
Operating Procedures	6
TOTAL CLASSROOM TIME	48

Behind The Wheel Training:

Behind the wheel training will be led by our certified trainer who will take the trainees to a controlled environment to develop skills, as well as on the road in the vehicles they will be driving. This is a chance for them to develop skills in the vehicles they will be driving for their job. Our behind the wheel instruction will be structured as:

Behind The Wheel Training	Hrs
Commercial Vehicle Familiarization	1
Pre-Trip Inspection	2
Driving Skills	
Mirror Use	1
Turns	4
Backing	3
Intersections	2
Freeway Driving	2
Passenger Loading And Unloading	2
Smith System Defensive Driving	15
Special Needs Passenger Transportation	4
Service Area Familiarization	8
Map Reading Fieldwork	2
Emergency Procedure	2
TOTAL BEHIND THE WHEEL TIME	48

Cushion Rides

Cushion rides are a time where new employees will be paired with seasoned drivers that know the routes well. This is a chance for the driver to put all their classroom time and behind the wheel skills to use and apply them in the field. It also enables them to see how their duties will be performed before they are on their own. This is a great tool in becoming familiar with their routes with an experienced driver.

Additional Training

Keeping the drivers in training mode, and constantly improving their skills not only keeps them thinking of the task at hand, it also keeps them from getting too comfortable and overlooking safety. TLC Luxury will do this by quarterly reviews of the training manual and by providing additional classes. For example:

Anti-Terrorist Training

In addition to the current safety courses that the drivers will be instructed in, TLC Luxury has implemented an anti-terrorist training program. This training program is designed to follow the guidelines of the Transportation Security Administration. This class will teach drivers how to be aware of:

- Suspicious Behavior
- Suspicious Packages
- Controlling the Situation
- Evacuating a vehicle
- Proper Reporting Procedure

CPR And Red Cross Training

All SPAB certified drivers as well as supervisors will be required to complete a certified course through the Red Cross which encompasses CPR and Community First Aid and Safety.

Post-Accident Re-Training

Employees involved in a preventable accident will receive re-training shortly after the time of the accident. For a preventable accident with more than \$500.00 in damage and/or injury the employee must receive this re-training prior to being placed back into service.

Department of Motor Vehicles Pull Notice program

Our operation complies with DOT requirements including participation in the DOT Pull Notice program.

Random drug and alcohol testing program

Substance Abuse Program

Our operation complies with DOT requirements including pre-employment drug testing, random drug testing and post-accident drug and alcohol testing.

Track Record

We have been licensed as a Passenger Stage company for two years and are proud of our safety record. Our management and operating staff and systems have also qualified us to be certified as a motor carrier for the US Department of Defense and a SPAB carrier by the California Highway Patrol.

Accident plans

TLC Luxury holds passenger and employee safety as the most important aspect of our business. Our risk control and safety programs are an integral part of our operations management. We have designed each aspect of our operation to maximize safety for our passengers, employees and our fellow drivers. Safety first is constantly emphasized to drivers as well as to supervisors and maintenance staff.

Road Supervision

TLC Luxury firmly believes that employing the best supervisors directly translates into motivated and productive employees. If the employees' supervisor keeps expectations high and the supervisors themselves perform at a consistently high level, they will in turn create an image to be emulated. Supervisors will be directed to actively network with drivers on work related issues on a daily basis; this will create an open line of communication and a productive work environment. Road Supervisors will thoroughly conduct periodic road checks on each driver. These road checks will include at the bare minimum; weekly on time performance checks, weekly field bus stop checks, and yearly performance ride checks for each driver as well as an annual review of work history and personal file for each driver. If an on-route incident is reported, a Road Supervisor will immediately address the cause and effect of the incident and counsel the driver.

Emergency Handling

In the event there is an emergency situation on the road away from the facility, a Road Supervisor will respond to the scene. If and when a breakdown occurs, a supervisor will conduct or oversee the deployment of a replacement vehicle and the transfer of passengers. If an accident occurs, a Road Supervisor will be immediately dispatched to the scene to oversee and assess the conditions. They will also facilitate care of any injured passengers and the transferring of uninjured passengers. The Road Supervisor will also be onsite to assist in the documentation of the incident. If an injury was involved in the accident the Road Supervisor will assure the proper FTA mandated drug and alcohol screening procedure is followed.

Safety

The TLC Luxury Safety Manager is responsible for training and teaching safe practices to all employees. His primary responsibility is to make sure that all TLC Luxury motor coach drivers are completely trained and schooled in the safe operation of their vehicle. Keep current the Drivers Qualification File to make sure they are fully compliant with all United States Department of Transportation (USDOT) and Federal Motor Carrier Safety Administration (FMCSA) requirements, have a current Commercial Driver's License (CDL) with a P endorsement, completed background investigation, drug testing and possess a valid medical examiners certificate. Creating a culture of safe driving habits through training, re-training and continuing education of the drivers through scheduled monthly safety meetings is imperative to keeping a positive mental attitude and instilling safe driving habits.

The Safety Manager is responsible for conducting a complete and thorough investigation of all accidents, preparing all accident reports, reviewing them with the safety committee and takes the appropriate action to eliminate and/or minimize the possibility of any reoccurrence.

In addition to being responsible for the overall safety of the company and its employees, he is responsible for making sure the company facilities, owned or occupied, and their contents, storage of chemicals, liquids and cleaning supplies are in strict compliance with all OSHA requirements.

Safety Plan

TLC Luxury creates a safety plan for each individual division/contract, based upon their specific operations and needs. The TLC Luxury team will assess the division to determine its safety needs, and then implement a series of systems safety plans. TLC Luxury will develop this safety plan based upon criteria, recommendations, and formats of the Transportation Safety Institute, OSHA and APTA and consistent with FTA and other governmental requirements. In addition to this recommended safety criteria, TLC Luxury utilizes safety material available through JJ Keller. Among the plans that we will develop are:

- Bus System Safety Plan
- Facility Safety Plan
- Homeland Security
- Housekeeping
- Fire Prevention
- Emergency Action Response
- Workplace Security
- HazMat
- Exposure Control Plan (Blood borne Pathogens)

Safety Inspection

TLC Luxury Corporate Safety Managers will visit the workplace at a minimum of twice annually. Each visit will include an audit of the facility, vehicles, and a walk-through inspection. An annual documented facility inspection will be performed; any discrepancies in the FTA and OSHA guidelines will be corrected. This inspection will be a hands-on procedure where any safety hazards will be identified and corrected.

Conveyance of Safety Concerns

Conveyance of a safety concern is not taken lightly. Any employee that feels a safety concern is an immediate issue is encouraged to report the situation to their supervisor immediately. The practice of an open-door policy regarding safety concerns is a requirement.

Quarterly Safety Meetings

Safety meetings are conducted with the managers, drivers, and mechanics on a Quarterly basis. These meetings are at a minimum an hour in length and consist of various topics that pose constant safety concerns as well as new issues that have come up. Typical topics for a safety meeting are:

- Mobility Device Securement
- Handling Persons with Special Disabilities
- Defensive Driving Refresher topics
- Inclement Weather Driving Techniques
- Emergency Procedures
- Proper Safety Equipment
- Security Issues

Safety Incentive Programs

Rewarding drivers for safe driving is a key ingredient in any transportation company. TLC Luxury offers different incentive programs to keep drivers motivated to continue to make safety their first priority. When a driver is commended for being safe, it conveys the message that they are doing their job well and that they are on the right track. It also makes an example for other drivers to strive to be as safe, as well as creating goals for them to achieve. Maintaining these programs as well as creating new ones is essential in keeping safety the first priority. Some examples of the safety programs that would be in place are:

- Employee of the month program
- Safety bonuses
- Day off rewards for safe driving

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"> Restrooms Air Conditioning 	<ul style="list-style-type: none"> Restrooms Air 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.

EXHIBIT "B"

SCHEDULE 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.

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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
	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">

EXHIBIT "C"
COMPENSATION

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

SECTION V

COSTS/COST PROPOSAL

TLC LUXURY PRICING

TLC Luxury proposes the following pricing based on the general and specific provisions and requirements contained in the RFP. Pricing is based on a per vehicle per service rate and includes all fees including taxes, fuel surcharges, and driver gratuities. Parking, tolls, and airport fees are not included in the rates. Pricing is effective 10/1/2024 through 12/31/2025.

COST PROPOSAL			
Vehicle Minimums & Hourly Rates			

Vehicle Type	Minimum Hours	Hourly Rate	Passenger Capacity
NON-SPAB Motor Coach	5-Hour Minimum	\$200.00	56 Pax
SPAB Motor Coach	5-Hour Minimum	\$225.00	56 Pax
NON SPAB Mini Coach	5-Hour Minimum	\$185.00	30 Pax
SPAB Mini Coach	5-Hour Minimum	\$200.00	30 Pax
School Bus	5-Hour Minimum	\$165.00	55 Pax
School Bus (Summer Rate)	5-Hour Minimum	\$150.00	55 Pax
Sprinter Van	5-Hour Minimum	\$165.00	15 Pax

Annual Price Increase: The Unit Pricing may be adjusted by 5% on an annual basis, effective on January 1st of each year, beginning with year 2026.

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 \$3,000,000 per occurrence and no less than \$5,000,000 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) 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 \$1,000,000 combined limit for each occurrence.

(C) 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.

(D) 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.