

**MANAGEMENT AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF BEACH CITIES TRANSIT FIXED
ROUTE TRANSIT BETWEEN THE CITY OF REDONDO BEACH AND
PARKING CONCEPTS, INC. DBA TRANSPORTATION CONCEPTS**

This MANAGEMENT AGREEMENT FOR THE OPERATION AND MAINTENANCE OF BEACH CITIES TRANSIT (“Agreement”) is made between the City of Redondo Beach, a Chartered Municipal Corporation (“City”) and Parking Concepts, Inc., a California corporation dba Transportation Concepts (“Contractor”).

RECITALS

WHEREAS, the City desires to provide public transportation services within the City and the cities of Hermosa Beach, Manhattan Beach, and El Segundo through the operation and maintenance of Beach Cities Transit (“BCT”) fixed route and dial-a-ride services; and

WHEREAS, Contractor has the management and technical personnel, expertise, experience, and qualifications necessary for the management and operation of public transit services; and

WHEREAS, Contractor has submitted proposal to provide said services, as detailed in Request for Proposals (“RFP”) No. 2425-003, and warrants that the representations made therein are true and binding; and

WHEREAS, the City desires to engage Contractor to perform the services described herein under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to the following:

DEFINITIONS:

Base Term

The initial six-year period commencing on July 1, 2025 and ending on June 30, 2031, during which the Contractor shall perform services under this Agreement, unless earlier terminated pursuant to the terms hereof.

Fixed Fee

The monthly lump-sum amount payable to Contractor during each year of the Base Term and any Option period for the performance of those services specified in Exhibit “B”, as set forth in Section 7(b)(i) of this Agreement.

Fixed Hourly Rate

The per- hour rate payable to Contractor for each documented Vehicle Revenue Hour of Fixed Route and Dial-A-Ride service operated during the term of the Agreement (Base Term and any exercised Option Period(s)).

Market Rate

The mutually agreed upon rate for out of contract services performed outside normal operating hours, not to exceed 120% of the regular Fixed Hourly Rate, as set forth in Section 7(b)(ii).

Monthly Operating Report

The monthly report to be submitted with the monthly invoice, which details the number of Vehicle Revenue Hours provided, fare collections, transfer slips collections, number of passengers carried, and other data requested by the City under this Agreement.

Normal Operating Hours

The hours during which BCT fixed route and dial-a-ride services are scheduled to operate, as specified in Sections 3.4 and 3.5 of Exhibit "B", excluding holidays as defined in Exhibit "B", unless otherwise modified by the City with written notice to the Contractor.

Normal Operating Personnel

The Contractor's employees regularly assigned to perform fixed route or dial-a-ride services during Normal Operating Hours, including but not limited to, drivers, dispatchers, and maintenance staff, as specified in the staffing plan approved by the City.

Option Period

Either of the two additional two-year periods commencing after the expiration of the Base Term.

Out-of-Contract Services

Any services requested by the City that are not included within Exhibit "B" or Exhibit "C", including but not limited to, services directly arising out of a declared Federal, State, or local emergencies.

Vehicle Revenue Hour

The term shall have the meaning assigned to it in Exhibit "B".

1. Agreement. This Agreement together with all exhibits attached hereto and incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous understandings, agreements, or representations, whether oral or written. In the event of a conflict or inconsistency between the provisions contained in this Agreement and those contained in any exhibit, the provisions shall control in the following order of precedence, except as otherwise provided:

- a) This Agreement
- b) Exhibit "A": FTA Required Contract Clauses and Signed Certifications
- c) Exhibit "B": Scope of Work
- d) Exhibit "C": Request for Proposals
- e) Exhibit "D": Contractor's Proposal
- f) Exhibit "E": Insurance Requirements
- g) Exhibit "F": Cost Proposal
- h) Exhibit "G": Out of Contract Non-Driving Rates Directly Arising out of Federal, State or Local Emergencies
- i) Exhibit "H": Agreement to Comply with California Labor Law Requirements

Notwithstanding the order of precedence above, Exhibit "E" shall operate as a standalone document. No other provision in this Agreement or any exhibit shall modify or supersede the requirements set forth in Exhibit "E", unless expressly stated in Exhibit "E" itself.

Any language contained in Exhibits "B" and "C" which does not pertain to the project description, proposal, scope of services (as applicable), technical specifications, or performance standards to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

2. Scope of Work. Contractor is to perform all the services set forth in Exhibit "B", Scope of Work, as amended by any Addenda. These services include, but are not limited to, the operation and maintenance of the BCT fixed route and dial-a-ride services, ensuring compliance with all applicable performance standards. Contractor shall execute the Scope of Work in a professional manner in accordance with industry standards and in full compliance with the terms of this Agreement.
3. Term of Agreement. The term of this Agreement shall commence on July 1, 2025 and continue until June 30, 2031 ("Base Term"), unless otherwise terminated herein.

The City may, in its sole discretion elect to offer an extension of the Agreement for up two (2) additional two-year option periods, with the first Option Period commencing on July 1, 2031 ("Option Period"). Any extension, or continuation

beyond the-then current term, shall be effective only upon a written amendment. Upon expiration of the-then current term, this Agreement may continue on a month-to-month basis under the same terms and conditions, but in no event shall this Agreement continue beyond September 30, 2035.

4. Commencement of Performance. Contractor commence full operation of the Beach Cities Transit service on July 1, 2025 in accordance with the provisions of this Agreement.
5. Contract Administration. Contractor is responsible for project management of the transit services as set forth in this Agreement and in accordance with the operating procedures specified in the Scope of Work outlined in Exhibit "B". The City reserves the right to establish additional reasonably operational rules and procedures for the transit services after consultation with the Contractor.
 - a) City's Lead Representative. Unless otherwise designated in writing, the Transit Manager or designee shall serve as the City's lead representative for all matters related to the administration or oversight of this Agreement. Contractor shall coordinate all activities under this Agreement with such representative. The City may change its lead representative by providing written notice to the Contractor, specifying the new representative's name, title, and contact information.
 - b) The Contractor's Project Manager. Contractor shall designate a Project Manager, who shall serve as the Contractor's primary representative for all matters related to this Agreement. The Project Manager shall have authority to act on behalf of the Contractor and to bind Contractor in all communications, agreements, and approvals made under or pursuant to this Agreement. If the Project Manager is replaced, the Contractor shall notify the City in writing within five (5) days and obtain City approval of the replacement, which shall not be unreasonably withheld.
6. Service Levels to be Operated. During the Base Term and any Option Periods, Contractor shall operate the annual levels of service specified in Section 3.6 of Section 4 of Exhibit "B", unless such service levels are modified by the City in accordance with the terms of this Agreement.
7. Compensation and Method of Payment. For full and complete performance of all services described under this Agreement during the Base Term (July 1, 2025 to June 30, 2031), the City shall compensate Contractor an amount not to exceed of Twenty Nine Million Seven Hundred Fifty-Four Thousand Five Hundred and Three Dollars (\$29,754,503.00) ("Not to Exceed Amount"). This amount constitutes the maximum total compensation to be paid to Contractor during the Base Term for all fixed and hourly compensation, overhead, administrative costs, and profit, and shall not be exceeded under any circumstances without written amendment, based on a maximum of 42,000 Vehicle Revenue Hours per year.

Said compensation shall be based on the rates set forth in the Cost Proposal outlined in Exhibit “F”, and shall be paid using City’s Proposition "A" Local Return funds, Formula Allocation Funds, and other transit funding, which may include federal and state funding. The City reserves the right to reduce payment for unsatisfactory or noncompliant performance of the services described herein.

- a) Monthly Invoice. Contractor shall submit to the City a Monthly Invoice by the 10th calendar day of each month for the preceding month. The invoice shall be submitted in a format approved by the City and shall itemize:
 - i. The total number of documented Vehicle Revenue Hours operated;
 - ii. The Fixed Fee for that month; and
 - iii. Any related expenses authorized under this Agreement.

Each invoice shall be accompanied by the Monthly Operating Report and any additional documentation reasonably requested by the City.

The City shall pay undisputed amounts within forty-five (45) days of receipt. If the City, in good faith, disputes any portion of an invoice, it shall pay the undisputed amount, and enter into good faith negotiations to resolve the disputed matter. In the event Contractor and City cannot resolve the disputed amount within thirty (30) days, the City in its sole discretion, shall decide the amount to be paid to Contractor.

- b) Fee Structure. City agrees to pay Contractor based on a Fixed Fee and Fixed Hourly Rate Fee Structure, payable in monthly installments for each fiscal year, as follows.
 - i. Fixed Fee. Contractor shall be paid a Fixed Fee to cover the costs of performing those services set forth in Exhibit “B”, with cost details supported by Exhibit “F”. During each month of the Base Term, Contractor shall be paid the following Fixed Fee:

Year	Monthly Fixed Fee
Year One:	\$136,900.55
Year Two:	\$143,145.63
Year Three:	\$149,005.17
Year Four:	\$154,970.88
Year Five:	\$160,819.45
Year Six:	\$167,575.72

- ii. Fixed Hourly Rate. On a monthly basis, Contractor shall be paid a Fixed Hourly Rate for each documented Vehicle Revenue Hour as defined in Exhibit "B", operated during that month, within the annual service levels specified in this Agreement. During each year of the Base Term, Contractor shall be paid the following Fixed Hourly Rates for each documented Vehicle Revenue Hour of service operated in Fixed Route and Dial-A-Ride service:

Year	Fixed Hourly Rate
Year One:	\$64.11
Year Two:	\$68.57
Year Three:	\$72.71
Year Four:	\$76.77
Year Five:	\$80.70
Year Six:	\$84.89

- c) Compensation in Option Period. In the event the City and Contractor agree to extend this Agreement into one or both of the Option Periods, Contractor compensation shall be subject mutual written agreement. However, in no event shall the agreed-upon compensation increase by more than the annual percentage in the Consumer Price Index for the Los Angeles-Riverside-Orange County statistical area, as published by the U.S. Bureau of Labor Statistics, for the most recently reported calendar year.
8. Out-of-Contract Rate. Contractor shall provide out-of-contract services only upon request of the City Transit Manager or designee, as described herein. Such services shall not violate any Federal Transit Administration ("FTA") Charter Regulations. Compensation for out-of-contract services shall be governed as follows:
- a) Emergency Non-Driving Services. Non-driving services directly arising out of any emergency declared by Federal, State or local agencies, such as additional services beyond the requirements described in "Exhibit B", are subject to the rates set forth in Exhibit "G". Upon City's written request, Contractor shall perform such services under the City's direction.
 - b) Driving Services.
 - i. If the City requests out-of-contract driving services during Normal Operating Hours, and directs Normal Operating Personnel be used, such services shall be compensated at the Vehicle Revenue Hour rate for that period during the Base Term or any exercised Option Period.

- ii. If the City requests out-of-contract driving services outside of Normal Operating Hours, such services shall be compensated at a market rate not to exceed 120% of the regular Vehicle Revenue Hour Rate. Contractor shall issue a separate invoice for such extra services separately from Contractor's regular monthly invoice submitted pursuant to Section 7 of this Agreement.
 - c) Cap on Out-of-Contract Compensation. Amounts paid by the City under this Section 8 shall not be applied to, or counted against, the not-to-exceed amount set forth in Section 7. However, in no event shall the total aggregate compensation for out-of-contract services authorized under subsections (a) and (b) of this Section shall not exceed One Million Dollars (\$1,000,000) over the term of the Agreement, unless expressly authorized by a subsequent written amendment.
- 9. Changes in Level of Service. City may adjust the level of service at its discretion. Contractor shall not make operational modifications that affect the level of service, including but not limited to, hours or operation, schedules, and routes without the prior written approval of the City. City shall give Contractor sixty (60) days written notice of modifications that the City determines are major and may provide Contractor with less notice if the City determines modifications are minor, both at the City's sole discretion. If the City makes modifications which increase or decrease the level of service more than twenty five percent (25%) of the Vehicle Revenue Hours set forth in Exhibit "B", City and Contractor may negotiate a change in the hourly rate, and subsequently execute a written amendment modifying said hourly rate. Notwithstanding the foregoing and to the extent permitted by law, in the event there is a declared Federal, State or local emergency, City in its sole discretion may adjust the level of service by any percentage without prior notice to Contractor.
- 10. Fare Revenues and Fare Box Control. All fare revenues collected by Contractor shall be the property of the City. Contractor shall collect all fares using locked fare boxes approved by the City. Contractor shall empty all fares and remove all transfer slips from the fare boxes daily, and shall prepare a written reconciliation and report to the City on the next business day and include in the monthly operating report in the format specified by the City Transit Manager. Contractor shall reconcile the amount of the collected fares and transfer slips with the reported number of passengers carried. If discrepancies are identified, Contractor shall investigate and provide a written report to the City within fifteen (15) days, detailing the cause and proposed resolution. Contractor shall prepare the fare deposit for the City contracted armored security company pickup in the full amount of fares collected.
- 11. Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement, or for increased costs, to the extent such failure, delay, or increased costs are caused by acts of God (including

pandemics, earthquakes, or floods), war, government actions, or other events beyond the reasonable control of the affected party ("Force Majeure").

Contractor shall notify the City in writing within five (5) days of the Force Majeure event. Upon notification of a Force Majeure event, the City and Contractor shall mutually agree in writing on any suspension of services, adjustment of compensation, or other actions deemed necessary to mitigate the impact of the event. Any such adjustments shall be made in writing and shall be binding on both parties.

12. Liability Insurance/Indemnification Requirements.

- a) Insurance. Contractor shall comply with the requirements set forth in Exhibit "E". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

Notwithstanding the foregoing, California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- b) Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City), the City and the cities of Hermosa Beach, Manhattan Beach, and El Segundo, and all their elected and appointed officials, officers, employees, agents, independent contractors, and volunteers from and against any and all claims, demands, causes of action, compensation, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorneys' fees, expert witness fees, and other related costs and expenses), judgments, fines, penalties, liens of every nature, and other amounts arising or claimed to arise, directly or indirectly, out of Contractor's (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for to the extent such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive this Agreement

and shall not be limited by any term of any insurance policy required under this Agreement.

13. Responsibilities of the Contractor

- a) Licenses/Fees/Taxes/Permits. Contractor shall have the sole obligation to pay all license fees, assessments, and taxes, including but not limited to, sales tax, business licenses, vehicle licenses, property or other taxes, plus applicable penalties and interest which may be imposed upon the Contractor by any governmental entity.
- b) Non-Discrimination and Equal Employment Opportunity. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

14. Record Keeping and Reporting

- a) Record Keeping Requirements. Contractor, including any of its subcontractors, shall maintain fully complete and accurate documents and records, including all books, accounting records, reports, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "B" and Exhibit "C". Contractor shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files. Contractor shall provide the City with all information necessary to complete FTA National Transit Database (NTD) Reports. In the event of litigation or settlement of claims arising from the performance of this contract, Contractor agrees to maintain all documents and records, as defined in this section, until the City, the FTA, the Comptroller General, or any of their duly authorized representative, have disposed of all such litigation,

appeals, claims or exceptions related thereto. Contractor shall comply with all applicable data protection laws, when handling sensitive records, such as employee payroll data, and implement reasonable security measures to prevent unauthorized access.

Notwithstanding the foregoing, Contractor acknowledges and agrees that any records maintained pursuant to this Agreement may be subject to the California Public Records Act and agrees to indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any documents and records.

- b) Report Requirements. All reporting documents shall be produced accurately and in a timely manner as indicated herein on a monthly basis as required by the City, or at such other frequency established by the City. These reports shall be submitted in a form compatible with existing City record keeping. Contractor shall submit additional written reports as requested by the City for specific purposes.
 - c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance under this Agreement as reasonably may be required.
 - d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.
15. Audits. All invoices, monthly reports, supporting documents, and other financial records relevant to this Agreement shall be subject to inspection and audit by representatives of the City, United States Department of Transportation, State Controller's Office, Controller General of the United States, and Metro. Operational Records/Data and Vehicle Maintenance Records collected by the Contractor shall be provided to the City at the end of the contract period, including but not limited to, electronic versions of customer data.
16. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any termination by City, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation

for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not. In the event the City receives federal funding during the term of this Agreement for the services described herein, the termination provisions in Exhibit "A" shall supersede this section.

17. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement for default by giving written notice, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement. Contractor may terminate this Agreement upon default by the City which is not cured within 30 days following written notice to the City stating the basis of such default.
 - a) Suspension/Termination of the Agreement for Cause. The following shall constitute a material breach of the Agreement by Contractor and serve as the basis for termination by the City:
 - i. Bankruptcy of the Contractor, being placed in receivership, or assignment by it for the benefit of creditors;
 - ii. Failure or refusal of the Contractor (after written warning by the City) to perform service and meet the City's goals and objectives, in a satisfactory manner, including a satisfactory level of vehicle maintenance;
 - iii. Failure or refusal of the Contractor to comply with City's instructions or with applicable local, state or federal codes and laws;
 - iv. Failure of the Contractor to receive a "pass" rating from the California Highway Patrol Carrier Motor Safety inspector; Contractor shall notify the City within 24 hours if it has received a "fail" rating on any system vehicle. Contractor must provide evidence that its maintenance facilities and/or vehicles have been re-inspected and have received a "conditional" rating within one hundred eighty (180) days. Failure to notify the City, take action to correct the problem, or present the vehicle for re-inspection may result in suspension/termination of the contract;

- v. Failure by the Contractor to perform any of its obligations shall not constitute a breach of contract, if such failure is caused by an act described in Section 11 of this Agreement;
 - vi. Failure or refusal by Contractor to abide by the Reporting Requirements as described herein;
 - vii. Failure to maintain the insurance coverage as described in this Agreement.
 - viii. Failure to Meet Specifications. City reserves the right to withhold payment to Contractor, suspend the contract, provide substitute services with all charges in excess of contract rates to be paid by the Contractor, in the event Contractor fails to meet any of the specifications in regards to vehicle maintenance, or service quality as described in this Agreement, until such time as the City determines that Contractor has satisfactorily corrected any deficiencies. Such suspension shall be considered for cause, and the Contractor may not claim any damages against the City for any action or suspension.
- b) Opportunity to Cure. If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.
18. Non-Assignability. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether

Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
20. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
21. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
22. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
23. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this

Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

24. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, accessibility, and non-discrimination laws, whether the obligation applies directly by Contractor or through subcontractors.
- a) Precedence of Laws. In the event of conflict between federal and state law, statute, regulation, rule, order, or decree established by courts or tribunals with the respect to this Agreement, federal law shall govern. However, where stare law provides greater protections to workers, including but not limited to, wage and hour requirements, such state law shall apply, provided it is not expressly preempted by federal law or inconsistent with any binding federal funding conditions.
- b) California Labor Law Requirements. Contractor shall comply with all applicable provisions of the California Labor Code, including without limitation, Labor Code §§ 1720-1861, governing public works projects. Accordingly, Contractor shall pay prevailing wages and meet all other labor standards as required under California law, as set forth in Exhibit “H”, which is attached hereto and incorporated herein by reference. State prevailing wages may be accessed through the California Department of Industrial Relations (“DIR”) website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

Where work performed under this Agreement is subject to both federal and state prevailing wage requirements, Contractor shall pay the higher of the federal or state prevailing wage rate. Federal prevailing wage determinations shall be obtained from the U.S. Department of Labor, Wage and Hour Division, and may be accessed via the U.S. System for Award Management (“SAM”) located at <https://sam.gov/wage-determinations>. In the event of a conflict between the federal general wage determination issues by the United States Department of Labor and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations, the higher of the two will prevail.

- c) Federal Funding Compliance. In the event any portion of the services performed under this Agreement is funded in whole or in part with federal funds, Contractor shall comply with all applicable Federal Transit Administration (“FTA”) regulations, policies, procedures, and directives, including those set forth in Exhibit “A”, as amended. Contractor shall also comply with all applicable federal civil rights and accessibility laws, including

but not limited to, the Americans with Disabilities Act (“ADA”) and Title VI of the Civil Rights Act of 1964.

To the extent federal funding is subject to prevailing wage requirements under the Davis-Bacon Act or other federal statutes, Contractor shall comply with such requirements. However, where both federal and state prevailing wage laws apply, the higher of the applicable rates control, as further set forth in subsection (b) above.

- d) Intelligent Transportation Systems – National Architecture. For all ITS property and service, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and 23 CFR Parts 655 and 940.
25. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
26. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
27. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
28. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
29. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
30. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach, and such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

31. Notices. Written notices to each party shall be given by registered or certified mail, postage prepaid and addressed to or personally served on:

Notices, reports and statements to the City shall be delivered to:

City of Redondo Beach
Community Services Department
415 Diamond Street
Redondo Beach, CA 90277
Attn: Transit Manager

Notices, reports and statements to the Contractor shall be delivered to:

Parking Concepts, Inc. dba Transportation Concepts
12 Mauchly Bldg. I
Irvine CA 92618
Attn: David L. Mueller, President

32. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
33. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
34. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
35. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
36. Inspection. If the services set forth in Exhibit "B" and Exhibit "C" are performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said

inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

37. Services. The project or services set forth herein shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth herein are itemized by price, the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth herein, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
38. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, a written amendment providing for more compensation shall be executed by Contractor and the City, and approved by the City Council. City shall provide extra compensation to Contractor on a fair and equitable basis.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Manager as long as a written appeal is submitted to the City Manager within five (5) days after the staff's determination is received by Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

39. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
40. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
41. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
42. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by authorized representatives of both parties and approved by the City Council.
43. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
44. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
45. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the compensation set forth in Section 7.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 3rd day of June, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

PARKING CONCEPTS, INC.,
a California corporation dba Transportation
Concepts

James A. Light, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

FTA REQUIRED CONTRACT CLAUSES AND SIGNED CERTIFICATIONS

Clause language is based on FTA Report No. 0105, FTA Best Practices Procurement and Lessons Learned Manual, October 2016.

See attached.

FORM M

FTA REQUIRED CONTRACT CLAUSE CERTIFICATION

The Contractor certifies that the materials/supplies offered in this procurement comply with all Federal Transit Administration Required Model Contract Clauses listed below:

<input checked="" type="checkbox"/>	1.	No Government Obligation to Third Parties (by Use of a Disclaimer)
<input checked="" type="checkbox"/>	2.	False or Fraudulent Statements or Claims – Civil and Criminal Fraud
<input checked="" type="checkbox"/>	3.	Access to Third Party Contract Records
<input checked="" type="checkbox"/>	4.	Changes to Federal Requirements
<input checked="" type="checkbox"/>	5.	Equal Employment Opportunity
<input checked="" type="checkbox"/>	6.	Termination
<input checked="" type="checkbox"/>	7.	Disadvantaged Business Enterprises (DBE)
<input checked="" type="checkbox"/>	8.	Incorporation of Federal Transit Administration Terms
<input checked="" type="checkbox"/>	9.	Debarment and Suspension (Non procurement)
<input checked="" type="checkbox"/>	10.	Resolution of Disputes, Breaches, and Other Litigation
<input checked="" type="checkbox"/>	11.	Lobbying
<input checked="" type="checkbox"/>	12.	Clean Air
<input checked="" type="checkbox"/>	13.	Clean Water
<input checked="" type="checkbox"/>	14.	Fly America
<input checked="" type="checkbox"/>	15.	Notice to FTA and US DOT Inspector General of Information Related to Fraud, Waste, etc.
<input checked="" type="checkbox"/>	16.	Employee Protections
<input checked="" type="checkbox"/>	17.	Transit Employee Protection Arrangements
<input checked="" type="checkbox"/>	18.	Charter Bus Operations
<input checked="" type="checkbox"/>	19.	School Bus Operations
<input checked="" type="checkbox"/>	20.	Drug Use and Testing
<input checked="" type="checkbox"/>	21.	Alcohol Misuse and Testing
<input checked="" type="checkbox"/>	22.	Energy Conservation
<input checked="" type="checkbox"/>	23.	Recycled Products
<input checked="" type="checkbox"/>	24.	Seat Belt Use
<input checked="" type="checkbox"/>	25.	Distracted Driving
<input checked="" type="checkbox"/>	26.	ADA Access
<input checked="" type="checkbox"/>	27.	Prohibition on Certain Telecommunications Equipment

Signature: 

Title: EVP / COO

Company Name: Transportation Concepts

Date: November 22, 2024

City of Redondo Beach
RFP #2425-003 for Operation and Maintenance of
Beach Cities Transit

FEDERAL CONTRACT CLAUSES

[Clause language is based on FTA Report No. 0105, FTA Best Practices Procurement and Lessons Learned Manual, October 2016, and FY24 CORETAP (FTA Contractor's Manual Triennial Reviews)]

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from this underlying Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49

U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO THIRD PARTY CONTRACT RECORDS

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. CHANGES TO FEDERAL REQUIREMENTS

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City and FTA, as

they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

5. EQUAL EMPLOYMENT OPPORTUNITY

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements

FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. TERMINATION

Termination. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(a) Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:

(1) The Recipient has failed to make reasonable progress implementing the Award;

(2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or

(3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.

(b) Financial Implications. In general, termination of federal assistance for the Award will

not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.

- (c) Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.
- (d) Uniform Administrative Requirements. These termination rights are in addition to and in no way limit the Federal Government's rights to terminate described in 2 CFR § 200.340.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible. 49
5. C.F.R. § 26.13(b).

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the City's written consent; and that, unless the City's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed

DBE. 49 C.F.R. § 26.53(f) (1).

1. **Overview.** It is the policy of the City and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City to:
 - a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 - b. Create a level playing field on which DBE’s can compete fairly for DOT- assisted contracts;
 - c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 - d. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
 - e. Help remove barriers to the participation of DBEs in DOT assisted contracts;
 - f. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
 - g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Agreement is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Agreement. The City shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the City consider during its review of the Contractor’s submission package, the Contractor’s documented history of non-compliance with DBE requirements on previous contracts with the City.

2. **Contract Assurance.** The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate.

3. **DBE Participation**. For the purpose of this Agreement, the City will accept only DBE's who are:
 - a. Certified, at the time of bid opening or proposal evaluation, by the Los Angeles Metropolitan Transportation Authority, City of Los Angeles, or the California Unified Certification Program (CUCP); or
 - b. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
 - c. Certified by another agency approved by the City.

4. **DBE Participation Goal**

The City of Redondo Beach DBE participation Overall Goal is 21% and the contract goal is 0%. This goal represents those elements of work for FTA-assisted contracting opportunities by the City performed by qualified Disadvantaged Business Enterprises.

Although the City has not established a contract-specific Disadvantaged Business Enterprise (DBE) goal for this FTA federally funded project, bidders are encouraged to take all reasonable steps to obtain DBE participation and ensure that DBEs can fairly compete for and perform on the City's federally funded contracts and subcontracts as set forth in Part 26, Title 49 CFR.

5. **Proposed Submission**

Each Contractor, as part of its submission, shall supply the following information:

- a. A completed **DBE Utilization Form as provided in Exhibit "A"** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Agreement.
- b. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under this Agreement, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule**. No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval

by the City.

c. An original **DBE Letter of Intent** from each DBE listed in the **DBE Participation Schedule as provided in Exhibit "A"**.

d. An original **DBE Affidavit** from each DBE stating that there has not been any change in its status since the date of its last certification.

6. Good Faith Efforts

If the Contractor is unable to meet the goal set forth in the DBE Participation Goal, the City will consider the Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City will consider as part of the Contractor's good faith efforts include, but are not limited to, the following: Documented communication with the City's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

- a. Pre-bid meeting attendance. At the pre-bid meeting, the City generally informs potential contractors of DBE subcontracting opportunities;
- b. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- c. Written notification to DBE's encouraging participation in the proposed Agreement; and
- d. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Agreement:

- a. The names, addresses, and telephone numbers of DBE's that were contacted;
- b. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- c. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the City.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the Agreement. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the City may take into account the performance of other Contractors in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Contractors, the City may view this as evidence of the Contractor having made good faith efforts.

7. Administrative Reconsideration

Within five (5) business days of being informed by the City that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the City. The City will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

8. Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** without the City's prior written consent. The City may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find

another DBE subcontractor to substitute for the original DBE and immediately notify the City in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with subsection 10 below (Sanctions for Violations).

9. Continued Compliance

The City shall monitor the Contractor's DBE compliance during the life of this Agreement. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the City that** summarize the total DBE value for this Agreement. These reports shall provide the following details:

- a. DBE utilization established for the Agreement;
- b. Total value of expenditures with DBE firms for the quarter;
- c. The value of expenditures with each DBE firm for the quarter by race and gender;
- d. Total value of expenditures with DBE firms from inception of this Agreement; and
- e. The value of expenditures with each DBE firm from the inception of the Agreement by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the City. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Contractor shall permit:

- a. The City to have access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the Contractor and other DBE parties entered into during the life of this Agreement.
- b. The authorized representative(s) of the City, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Agreement.
- c. All data/record(s) pertaining to DBE shall be maintained as provided in Section 14 of this Agreement.

10. Sanctions for Violations

If at any time the City has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- a. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- b. Termination or cancellation of this Agreement, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.
- c.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests by the City which would cause the City to be in violation of the FTA terms and conditions.

9. DEBARMENT AND SUSPENSION (NON PROCUREMENT)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180.

These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted

- Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any agreement that may arise from this offer. The Contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. RESOLUTION OF DISPUTES, BREACHES, AND OTHER LITIGATION

The City and the Contractor shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the City Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The City Representative shall make a written decision regarding the dispute and will provide it to the Contractor. The Contractor shall have the opportunity to challenge in writing within ten (10) working days to City's Executive Director or his/her designee. If the Contractor's challenge is not made within the ten (10) day period, the City Representative's decision shall become the final decision of the City. The City and the Contractor shall submit written, factual information and supporting data in support of their respective positions. The decision of the City shall be final, conclusive, and binding regarding the dispute, unless the Contractor commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

11. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. CLEAN AIR ACT

The Contractor agrees:

- a. It will not use any violating facilities;
- b. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- c. It will report violations of use of prohibited facilities to FTA; and
- d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

13. CLEAN WATER

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn,

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. FLY AMERICA

a. *Definitions.* As used in this clause:

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c. If available, the Contractor, in performing work under this Agreement, shall use U.S.- flag carriers for international air transportation of personnel (and their personal effects) or property.

d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property

by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

e. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this Agreement that may involve international air transportation.

15. NOTICE TO FTA AND US DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ETC.

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of an underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted Project for which this contracted work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a Project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

16. EMPLOYEE PROTECTIONS

The Contractor agrees to comply with applicable transit employee protective requirements, as follows:

A. The Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

B. The Contractor also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

17. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

a. Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

- b. **Contract Work Hours and Safety Standards for Awards Not Involving Construction** The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of four (4) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause

within subcontracts of all tiers.

18. CHARTER BUS OPERATIONS

Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b. FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c. Any other federal Charter Service regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA
- b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c. Any other appropriate remedy that may apply.

Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

19. SCHOOL BUS OPERATIONS

Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or

2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this Agreement that may operate public transportation services.

20. DRUG USE AND TESTING

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before January 31st for the previous calendar year and to submit the Management Information System (MIS) reports to the Transit Manager by January 31st. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

21. ALCOHOL MISUSE AND TESTING

1. Requirements. The Recipient agrees to comply and assures that its Third Party Participants will comply with:
 - i. Federal transit laws, specifically 49 U.S.C. § 5331;
 - ii. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and
 - iii. Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.
2. Remedies for Non-Compliance. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR Part 655, the

Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

22. ENERGY CONSERVATION

Energy Conservation - Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

23. RECYCLED PRODUCTS

Recovered Materials - The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

24. SEAT BELT USE

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City.

25. DISTRACTED DRIVING

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

26. ADA ACCESS

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

27. PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

FORM F
NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

City of Redondo Beach
Beach Cities Transit Proposal #2425-003

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Rich Rogers

_____ declares and says:

1. That he/she/they is the (owner, partner, representative, or agent) of Transportation Concepts, hereinafter referred to as (CONTRACTOR) or (subcontractor).
2. That he/she/they is fully informed regarding the preparation and contents of this proposal for certain work in the City of Redondo Beach, State of California.
3. That his/her/they proposal is genuine, and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against City, or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this 22 day of November, 2024, at Irvine, California.

Signed:  _____

Title: EVP / COO _____

FORM G
**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

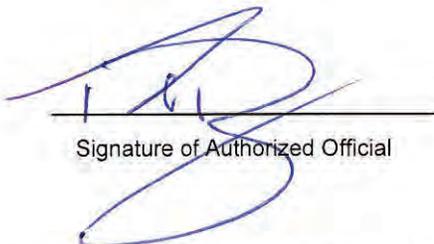
City of Redondo Beach
Beach Cities Transit Proposal #2425-003

The Primary Participant Transportation Concepts (Name of CONTRACTOR) certified to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not, within a three year period preceding this proposal, been convicted, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for default.

If the primary participant is unable to certify to any of the Statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, Transportation Concepts (NAME OF CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQUA ARE APPLICABLE THERETO.



Signature of Authorized Official

EVP / COO

Title

The undersigned chief legal counsel (or corporate secretary) for the Company hereby certifies that the Company has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.



Signature of Attorney/Secretary

November 22, 2024

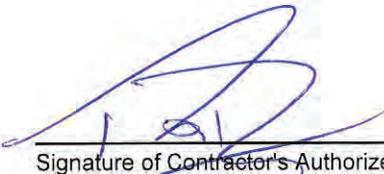
Date

FORM H
CERTIFICATIONS OF LOBBYING RESTRICTIONS

City of Redondo Beach
Beach Cities Transit Proposal #2425-003

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub - awards at all tiers (including subcontracts, sub - grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature of Contractor's Authorized Official

Rich Rogers, EVP / COO

Name and Title of Contractor's Authorized Official

November 22, 2024

Date

FORM I
COMPTROLLER GENERAL'S LIST OF INELIGIBLE
CONTRACTORS (REQUIRED)

City of Redondo Beach
Beach Cities Transit Proposal #2425-003

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is **NOT** on the U.S. Comptroller General's list of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name: Parking Concepts Inc., dba Transportation Concepts

Legal Structure (corp./partner/proprietor): Corporation

Principal Office Address: 12 Mauchly, Building I

City, ST, Zip Code: Irvine, CA. 92618

Phone Number: _____

Fax Number: (949) 753-7526

Email: rrogers@parkingconcepts.com

Federal Employer Identification Number: 95-2909899

Title of Person Authorized to Sign: EVP / COO

Print Name of Person Authorized to Sign: Rich Rogers



Authorized Signature

November 22, 2024

Date

**FORM J
PROMPT PAYMENT AFFIDAVIT**

**City of Redondo Beach
Beach Cities Transit #2425-003**

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, Rich Rogers (Name), the EVP / COO (Title - e.g. President, Vice President, etc.) of Transportation Concepts ("Company"), do state the following with regard to payments made under Contract No. 2425-003 Ops & Maint. of BCT Services ("Contract"):

1. Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than thirty (30) business days after Contractor received payment from City.
2. Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the City. In addition, Contractor has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City may cause the Payment Request to be rejected by City.)
3. All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than thirty (30) business days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.
5. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor is required to return any retainage payments to those subcontractors after the subcontractor's work related to this contract is satisfactorily completed and within 30 days of Contractor's receipt of the partial retainage payment related to the subcontractor's work. Attach a copy of the written approval from the City.

Transportation Concepts

Company Name



Signature

November 22, 2024

Date

Rich Rogers

Print Name

Subscribed and sworn to before me this _____ day of _____ 2024.

**FORM K
DBE PARTICIPATION SCHEDULE**

**City of Redondo Beach
Beach Cities Transit Proposal #2425-003**

The Contractor shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Contractor shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name: N/A _____

Address: _____

Contact Name & Telephone Number: _____

Participation Percent (of Total Contract): _____

Description of Work to be Performed:

Name: _____

Address: _____

Contact Name & Telephone Number: _____

Participation Percent (of Total Contract): _____

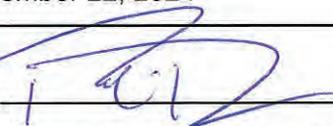
Description of Work to be Performed:

FORM L
DBE UTILIZATION FORM
City of Redondo Beach
Beach Cities Transit Proposal #2425-003

The undersigned Contractor has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The Contractor is committed to a minimum of 0 % DBE utilization on this contract.

Date: November 22, 2024

Signature: 

Company Name: Transportation Concepts

Title: EVP / COO

EXHIBIT “B”

SCOPE OF WORK

SECTION 4 of RFP

1.0 DEFINITIONS

As used throughout the Request for Proposals, exhibits and attachments, the following terms shall have the meanings set forth below:

- **Advanced Reservation** – Describes the process of requesting trips and receiving trip confirmation prior to the day service is requested.
- **Americans with Disabilities Act of 1990 (ADA)** – Federal civil rights legislation which mandates accessibility for people with disabilities. Included is a requirement that all public transit agencies operating fixed route bus service provide complementary paratransit service to persons functionally unable to use accessible fixed route systems. WAVE Dial-A-Ride service is not ADA complementary paratransit service.
- **BEB** – Battery-Electric Bus - buses that run on electricity only and require recharging their onboard battery packs from an external power source.
- **CHP** – California Highway Patrol
- **City** – The City of Redondo Beach, California.
- **Contractor** – Vendor selected and under contract with the City of Redondo Beach to provide transportation services.
- **CNG** – Compressed Natural Gas
- **Curb-to-Curb Service** – A type of paratransit service where, on both the origin and destination ends of the trip, the driver gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than 15 feet from the vehicle.
- **Deadhead** – For paratransit services, refers to either miles or hours when a vehicle is not in revenue service including travel from the yard to the first pick-up, from the last drop-off back to the yard when released by the dispatcher. The travel between scheduled pickups and drop offs, regardless of whether a passenger is on board, is not deadhead.

- **Demand Responsive** – Describes a service that does not require advance reservation and trips can be requested the same day [also referred to as "same day", "real-time" or "immediate response"].
- **Door-to-Door Service** – A type of paratransit service where, on both the origin and/or destination end of the trip, the driver gets out of the vehicle and meets/escorts the passenger to the door of the main lobby, residence, or building. The driver is responsible for assisting the passenger throughout the trip. Drivers are not allowed to enter a residence and must keep the vehicle in sight at all times.
- **Dwell Time** – The amount of time spent by vehicle and driver at each pick-up and drop-off waiting for the passenger(s) to appear, during passenger boarding, deboarding and wheelchair securement. Dwell time is included in the Vehicle Revenue Hour computation.
- **Federal Transit Administration (FTA)** – A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies, among various other programs.
- **General Public Paratransit Vehicle (GPPV)** – Means any motor vehicle designed for carrying no more than 24 persons and the driver, that provides local transportation to the general public, including transportation of pupils at or below the 12th - grade level to or from a public or private school or school activity, under the exclusive jurisdiction of a publicly and operated transit system through one of the following modes: dial-a-ride, subscription service, or route deviated bus service. {California Motor Vehicle code Section 336}
- **Holiday Schedules** – The services do not operate on New Year's Day, Thanksgiving Day, and Christmas Day. Saturday schedules are operated on Memorial Day, Independence Day, Labor Day, and Veteran's Day.
- **HFC/FCEB** – Hydrogen Fuel Cell, or Hydrogen Fuel Cell Bus
- **ITS** – Intelligent Transportation Systems
- **LAX** – Los Angeles International Airport
- **Late Trip** – For Dial-A-Ride service, any trip on which the vehicle arrives for the pick up more than 15 minutes after the scheduled time. For fixed route service, any arrival at a time-point more than 5 minutes after the scheduled time.
- **Metro** – Los Angeles County Metropolitan Transportation Authority

- **Missed Trip** – For Dial-A-Ride service, any scheduled trip on which the Dial-a-Ride vehicle arrives more than 60 minutes after the scheduled pick-up time or does not arrive at all. For Fixed Route, any trip that departs its initial stop or arrives at any time point more than 30 minutes after the scheduled time or does not operate the run at all.
- **No-Show** – A scheduled passenger who does not appear at the designated location for vehicle boarding within 5 minutes of an on-time vehicle arrival or calls the reservation office to cancel the trip less than one (1) hour before the scheduled pick-up time.
- **On-Time Pickup** – For paratransit services, a vehicle shall be on-time if it arrives at the designated pickup location no more than 5 minutes prior to the scheduled pickup time or no more than 15 minutes after that time. For fixed route services, a vehicle shall be on-time if it arrives at a designated bus stop not earlier than or no more than 3 minutes after the scheduled arrival time.
- **RTI** – Real-Time Information.
- **Subscription Service** – Paratransit trips to and from the same origin and destination at the same time and day at least once a week. Subscription services do not require the passenger to call in their request for each trip; only to cancel for one or more days.
- **TAP** – The regional electronic fare collection system “Transit Access Pass”.
- **TAP Bus Mobile Validators (BMV)/ Bus Smart Card Validators (BSV)** – TAP electronic fare collection equipment used by TAP card holders paying with some monthly passes, stored value, Access cards, transfers and credit cards.
- **Vehicle Revenue Hour** – For Paratransit service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off. If the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of revenue vehicle hours; however, this rule shall not apply to late trip cancellations. Vehicle revenue hours are also known as “revenue vehicle hours” and “vehicle service hours”.

For the fixed route service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof that a vehicle is in revenue service, including layover/recovery time but excluding deadhead, training operators prior to revenue service and road tests.

Vehicle revenue hours, for all services, shall exclude any meal breaks, service breaks, fueling time, mechanical breakdowns and time a vehicle is down due to an accident. Drive time to and from breaks and lunch breaks shall be excluded.

It is intended that the City's definitions of Vehicle Revenue Hour and Mile be identical to those of the National Transit Database.

- **Vehicle Revenue Miles** – The mileage incurred by a vehicle while operating a Vehicle Revenue Hour.
- **ZEB** – any transit, tourism, school, military, motor coach, or other type of bus whose primary propulsion and accessory power technologies produce zero carbon emissions in its day-to-day operations.

2.0 RESPONSIBILITIES OF CITY

City will perform the following duties and accept the following responsibilities with respect to the performance of Beach Cities Transit fixed route and WAVE Dial-A-Ride services.

2.1 Administration

The City is responsible for BCT administration, planning, marketing, social media, budgeting, contract monitoring, and public information and community liaison activities.

City staff primarily involved with BCT includes the Community Services Director, Transit Manager, Senior Management Analyst, Transit Analyst, Transit Assistant and Office Assistants who administers BCT bus pass sales and customer service.

2.2 Service Planning

City will be responsible for general service planning and analysis of its transit service program including route analysis studies and ridership surveys, either directly or through contracted technical specialists.

2.3 Changes in the Level of Service

City may adjust the level of service at its discretion. City will give Contractor sixty (60) days written notice of modifications that the City determines are major and may provide Contractor with less notice if the City determines modifications are minor. If the City makes modifications which increase or decrease the level of service more than twenty five percent (25%) of the vehicle service hours set forth in Section 3.6, City and Contractor may negotiate a change in the hourly rate.

However, no negotiated hourly rate shall be effective unless a written amendment is executed by City and Contractor, and approved by City Council.

2.4 Registration of WAVE Riders

City shall be responsible for the registration and certification of all WAVE riders and shall enter rider data into an automated database for use by Contractor in accepting reservations for WAVE service.

2.5 Vehicles

The City will provide 14 CNG, ADA-compliant vehicles for the fixed route services and six CNG, ADA-compliant vehicles for the dial-a-ride service. A vehicle list is contained as Attachment 1 to the RFP and includes the current lifetime mileages, projected replacement schedule for each vehicle. City plans to replace fixed route vehicles within the term of the agreement and will coordinate the capital replacement schedule with Contractor to identify and replace vehicles that have met their lifetime at the earliest opportunity. The City may begin ZEB procurement near the end of the agreement term.

The CNG tanks on all BCT buses are designed to exceed the life of the vehicles (Tanks have a 20-year life). Replacement of CNG tanks, if needed, may take place at bus manufacturer location depending on the situation or damage, but this would only be needed if there is any damage or if the tanks stopped functioning. The Contractor will be responsible for the cost of tank inspection and certification and the replacement of any tank that is damaged as a result of an accident or comprehensive loss. The City will be responsible for the cost of tank replacement if due to simple tank failure not covered by warranty.

2.6 On-Board Equipment

BCT transit buses are equipped with the following on-board equipment. If not installed in all vehicles, the descriptions indicate which buses have the described equipment. Contractor will remove and replace faulty units; City will pay for replacement or major repair if needed.

2.6.1 Bus Mobile Validators (BMV) TAP mobile validators are installed in all buses. TAP BMV's are used on fixed route buses only to collect fare revenues paid with the TAP card. Metro may replace BMV's to BSV's during the term of the agreement. BMV's/ BSV's installed in cutaway vehicles which are used for Dial-A-Ride service are not turned on to collect fares. The dial-a-ride BMV/ BSV units are turned on only during TAP system software updates. They may be used to collect dial-a-ride fares in the future.

2.6.2 Security Camera Systems

The City provides fixed route and dial-a-ride vehicles with bus security cameras and spares. The current security camera system installed is the REI Buswatch DVR System. The City also provides sixteen security cameras installed at the operations facility to monitor internal and external locations, two spare cameras, one Digital Video Recorder, one 16-channel power supply, and one 24" monitor for the Operations Manager's office.

2.6.3 Annunciator System

The City provides fixed route buses with annunciator systems. The current annunciator systems installed on BCT fixed route vehicles units 544, 545, and 546 are equipped with Clever Devices annunciators, DRI-DR 700 and an Internal GPS Receiver. Vehicles 547, 548, and 550 are equipped with the Hanover digital signage system that integrates with GMV Syncromatics annunciator system. All other BCT buses are equipped with GMV Syncromatics annunciator systems.

2.6.4 Real-Time Information Systems

City contracts with GMV Syncromatics to provide equipment and E-Portals for the BCT real-time information system, including CAD/AVL, Mobile Data Terminals, one field supervisor tablet, and 2 computers and 2 large screen monitors. City will provide Contractor access to the GMV Syncromatics portal.

2.7 Facilities

2.7.1 Dispatch and Office Space

Dispatch facilities and the Project Manager's office are currently located in the Redondo Beach transit maintenance and operations facility at 1519 Kingsdale Blvd. The Kingsdale facility houses dispatch, general administration, maintenance, and general storage. There is additional office space and a training room located at City Hall at 415 Diamond Street, Redondo Beach. The City Hall office space has a general workspace, one office and a break room. The City Hall office has two dedicated parking spaces for the Project Management team. The current Contractor uses the workspace for training only.

2.7.2 Maintenance and Operations Facility

A maintenance and operations facility is provided at 1519 Kingsdale Avenue, Redondo Beach ("Kingsdale Facility"). The maintenance and operations facility consists of one undivided office, dispatch office, maintenance office, three maintenance bays, parts and tools rooms, a

break room and parking for all transit vehicles and Contractor's employees' vehicles. The maintenance and operations facility does not have fueling facilities.

The City provides no furniture or equipment for either the Kingsdale Facility or the offices that are available in City Hall other than the monitor for the security camera system in the Kingsdale Facility and a field supervisor tablet, and computer and monitors and related equipment that will be installed as part of the Real-Time Information System.

The City intends to move forward on the implementation of the BCT TSS 10 Phase Plan (located on the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>). Completing the construction of the Transit OMF to support the transition to a ZEB fleet is one of the key issues planned.

While the OMF is under construction, the contractor shall focus on the CNG fleet maintenance, and support the planning of ZEB infrastructure to operate ZEB vehicles. Contractor shall ensure adequate systems are included in the new OMF and are properly maintained.

2.7.3 Provided Maintenance Equipment

The City provides an air compressor for use within the Kingsdale Facility. The City will be responsible for major repairs or replacement should the air compressor fail, however, the Contractor to be responsible for inspection and regular maintenance. The new Transit OMF maintenance equipment may change as part of construction project.

2.7.4 Office and Facility Costs

City shall be responsible for the following facility expenses in addition to making the facilities described in Sections 2.7.1 and 2.7.2 above available at no cost to the Contractor: major facility maintenance and repair; landscaping; utilities, to include water, electricity, sewer and trash service; and telecommunications service with the exception of the Contractor's administrative phone line [See RFP Section 3.17.1].

2.8 Fueling

City provides fuel for all transit revenue vehicles. CNG fuel is available for revenue vehicles from the following locations:

- City of Redondo Beach Public Works Yard at 531 North Gertruda Street, Redondo Beach;

- Clean Energy facility at 104th Street and Aviation Boulevard, Los Angeles; and
- Clean Energy facility at 20500 Madrona Avenue, Torrance.

Note that deadhead will be incurred in traveling to any of these locations for after-hour fueling.

The City intends to install on-site ZEB charging stations in the new Transit OMF project, for ZEB bus operations. City will fund ZEB electricity usage and station maintenance costs.

3.0 RESPONSIBILITIES OF CONTRACTOR

3.1 General

Contractor shall assist City with respect to the duties described in Section 2.0. Contractor shall provide project management of the Transit Services according to specified operating procedures. The City may establish additional rules which are reasonable for operation of this service after consultation with the Contractor.

Contractor shall provide all necessary personnel, equipment and services to operate BCT services in the manner described in the RFP. Contractor shall perform the duties and accept the responsibilities identified in the RFP in connection with the operation of BCT as well as other duties and responsibilities as may be reasonably requested by the City. The omission of a duty or responsibility shall not relieve the contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed route and dial-a-ride service.

Contractor shall meet at least monthly with the City to discuss BCT operations and review the monthly performance report. Contractor shall evaluate BCT service for improvement and provide recommendations to the City. Contractor shall act as a member of a larger City-wide service delivery system. Contractor shall participate under the direction of City staff in planning and evaluating City services and in gathering information regarding community needs.

As described in Section 1, Pending Issues, the City anticipates to conduct and complete studies and the implementation of new systems during the term of this agreement. Contractor shall participate, assist and support the conduct of such analyses and implementation of these new systems.

Public Transportation Agency Safety Plan (PTASP)

The City has implemented a Safety Plan in compliance with FTA Safety Management System (SMS) requirements. The Contractor is expected to implement, monitor, manage and assist the City with risk management and

reporting procedures. Contractor shall coordinate with the City all PTASP updates and reports. Contractor shall be knowledgeable with the Federal PTASP requirements as they shall implement the City's plan.

3.2 Operations

All operational activities, including route supervision, shall be the responsibility of the Contractor. Contractor shall coordinate, manage and control all necessary program activities which shall include: operating approved vehicles; vehicle maintenance and operating personnel; providing driver and other personnel training; administrative procedures, performance statistics and financial records; route and schedule planning; reservations, scheduling and dispatching of client trips; FTA NTD data collection and reporting; program audits, and developing methods to maximize service efficiency. Contractor shall provide Zero Emission Bus (ZEB) professional expertise to support the City's efforts towards ZEB operations transition. The City plans to initiate the transition to ZEB transit operations during the term of the agreement and to complete the transition by 2040. The City's ZEB Roll-Out provides detail of the various projects in order to complete this effort, which include the construction of a new operations and maintenance facility, charging infrastructure and ZEB procurement.

Contractor shall provide operations management at a level sufficient to oversee its functions and employees. Contractor shall provide all necessary personnel, equipment and services to operate BCT services.

Contractor shall perform manual counting of ridership fare revenue and TAP card use, which shall be sufficient to generally validate TAP reports and shall be combined with TAP system ridership and revenue data to satisfy reporting requirements.

Contractor shall not make operational modifications which affect the level of service, including but not limited to, hours of operation, schedules, and routes without the prior written approval of the City.

The Contractor shall not enter into agreement with any other party for use of personnel dedicated to this service without the approval of the City.

The Contractor shall be responsible for the use, maintenance, and safekeeping of all City-owned equipment. Repair of such equipment shall be the Contractor's responsibility unless the City agrees that the equipment has met or exceeded its reasonable useful life, in which case the City may bear the cost of replacement at its discretion.

Contractor shall provide continuous supervision of BCT services during revenue operations, including monitoring schedule adherence, on-street operation, on-

route compliance, and on-board ride checks. Contractor shall utilize real-time information system to supplement on-street and service performance monitoring.

Contractor shall assist and cooperate with the City in meeting the objective of providing quality transportation service. Contractor shall perform liaison activities including collaborating with other agencies (e.g., Redondo Union High School other transit agencies and contractors), coordination and cooperation with the City on matters related to operations, monitoring, reporting and service performance.

Contractor shall assist the City with customer service responsibilities including responding to service inquiries, investigating and responding to customer complaints and problem resolution.

Contractor shall assist the City with BCT promotion and marketing and shall not distribute any material without the City's written permission. Contractor shall refer all media inquiries to the City. Contractor shall provide City with the necessary information on service disruptions, detours and route changes to facilitate communicating with BCT riders via social media and website service alerts.

Contractor shall comply with all conditions and laws required by Federal, State, and local governments, including Metro.

3.3 Dispatch

Contractor shall provide staff to effectively respond to incoming calls at a quality and level consistent with BCT patron demand. Dispatch services are to be available between 6:00 AM and 8:30 PM PST seven days a week, with the exception of the following holidays: Thanksgiving Day, Christmas Day and New Year's Day.

Contractor shall maintain radio control and contact with all vehicles in service and maintain the daily dispatch log. Contractor shall propose a dispatching log format for the City's approval prior to beginning service. Contractor shall provide training for scheduling and dispatch personnel in professional technique, radio protocol, and cooperative approaches with vehicle operators and patrons.

Contractor shall provide the capability to respond to telephone service and information requests from hearing impaired individuals and individuals with limited English proficiency. Contractor shall provide bilingual telephone information personnel or arrange for translation services in order to communicate with individuals with Limited English Proficiency (LEP) during all hours that the dispatch services are available to the public.

3.4 Fixed Route Services, BCT Line 102 and Line 109

BCT is a general public transit service on Lines 102 and 109 that operates seven days a week between 6 a.m. and 10 p.m., with reduced service on holidays. BCT services operate within the local communities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, connecting residents, students and commuters to the Metro C (Green) Line rail stations, Metro and other regional municipal transit operators and LAX. The fare is \$1.00 for adults and 50 cents for Senior/Disabled and Medicare Cardholders, and the interagency transfers are 25 cents. BCT also sells monthly general (adult), student (K-12) and senior/disabled passes. TAP stored value, EZ Pass and Access Cards are accepted as fare payment.

Contractor shall operate fixed route service in a safe, courteous, and reliable manner in strict accordance with the operating days and hours and routes and schedules.

Contractor is authorized to deviate from established routes when necessary to avoid construction or other obstructions in the public right of way and comply with detours and public safety officers. Contractor shall notify the City of such obstruction causing deviation as soon as is practicable.

3.5 Dial-A-Ride – Senior & Disabled Services

The WAVE Dial-A-Ride service is curb-to-curb shared ride transportation service to Redondo Beach and Hermosa Beach seniors (62+) and disabled (of any age) residents, within Redondo Beach and Hermosa Beach city limits. Additional eligible trip destinations include pre-approved satellite locations outside of the Redondo Beach and Hermosa Beach service area. The WAVE service operates Monday through Friday, between 6:00 AM – 8:30 PM PST, and Saturday and Sunday between 8:00 AM – 8:30 PM PST, with reduced service hours on major holidays. The last pickup shall be scheduled no later than 8:00 PM PST. The fare is \$1 per person or 75 cents per person for prearranged groups of 3 or more passengers. WAVE clients are approved by the City through an application process that requires the verification of age, disability and residency status.

The WAVE service shall be operated in accordance with the operating days, hours and service area. Contractor shall utilize a systemic method to reserve, schedule and dispatch trip requests for WAVE Dial-A-Ride service for transport using BCT vehicles. Contractor shall ensure the method is capable of accommodating advance reservations, same-day trip requests and subscription reservations, and integrate all demands for service into efficient vehicle tours, to maximize productivity and provide the services prescribed in the RFP. Proposals shall contain a detailed description of the reservation, scheduling and dispatch system being proposed by Contractor including at least three (3) references to agencies currently utilizing this system.

Contractor shall ensure the proposed scheduling system shall efficiently accommodate the following services provided by the WAVE Dial-A-Ride:

- “Now” service request for a pick-up within 30 minutes, depending on demand;
- Same day service requests for a pick-up within two hours, depending on demand;
- Advance trip request to make a reservation up to seven days in advance;
- Subscription trip request for pick-up the same time daily or weekly; and
- Group service, three or more passengers traveling from the same origin to the same destination.

3.6 Service Levels to be Operated

During the Base Term and Option Periods, the following annual levels of service are to be operated by the Contractor unless adjusted by the City as specified herein.

Period	Annual Vehicle Revenue Hours		
	BCT Fixed Route	WAVE Dial-A-Ride	Total Hours
Base Period 1: 7/1/25 - 6/30/26	34,500	7,500	42,000
Base Period 2: 7/1/26 – 6/30/27	34,500	7,500	42,000
Base Period 3: 7/1/27 – 6/30/28	34,500	7,500	42,000
Base Period 4: 7/1/28 – 6/30/29	34,500	7,500	42,000
Base Period 5: 7/1/29 – 6/30/30	34,500	7,500	42,000
Base Period 6: 7/1/30 – 6/30/31	34,500	7,500	42,000
Option Period Yr 1: 7/1/31 – 6/30/32	34,500	7,500	42,000
Option Period Yr 2: 7/1/32 – 6/30/33	34,500	7,500	42,000
Option Period Yr 3: 7/1/33 – 6/30/34	34,500	7,500	42,000
Option Period Yr 4: 7/1/34 – 6/30/35	34,500	7,500	42,000

3.7 Special Events

In the event City requires Contractor to provide special event, promotional, or other special transportation services that have been determined to be in the public interest that do not interfere with regular BCT service, the special events shall be billed at the agreed upon firm fixed hourly rate per revenue hour operated for the special event as described in Contractor’s proposal.

3.8 Operation During an Emergency

In the event of an emergency, Contractor shall deploy vehicles as directed by the City. In the absence of direction from the City, Contractor shall follow directions of appropriate law enforcement/emergency management agencies.

Emergency service does not constitute an expansion of service. Contractor shall be reimbursed for documented and reasonable costs in excess of normal BCT operating costs.

3.9 Personnel

Contractor shall furnish all vehicle operators, maintenance staff, service workers/vehicle washers, dispatchers, supervisors, administrative personnel, management and other personnel services necessary for providing BCT service as described in the RFP.

Contractor shall use appropriate screening and selection criteria for employing personnel. Those checks shall include Department of Motor Vehicles (DMV) and criminal background checks, pre-employment drug screening and physicals of all employees assigned to BCT. Contractor shall undertake the steps necessary to ensure all such employees perform their duties in a safe, legal, courteous, and professional manner at all times. Contractor shall provide appropriate training for the use of battery electric buses and vehicles, as the City transitions to ZEB operations.

Contractor shall provide to the City with a copy of its employee handbook.

Contractor shall make all reasonable efforts to ensure employees having contact with the public in the course of their duties are of good moral character. Any employee who is convicted of a felony or of a crime involving moral turpitude shall not be permitted to continue to hold a position of employment involving contact with BCT patrons.

3.9.1 Wages and Benefits

As part of this proposal, proposers shall detail the wage and benefit packages for all positions assigned to BCT.

During the base period of this contract and any extensions thereof, Contractor shall compensate hourly drivers at the following hourly rates or higher, which are based on the current Union Contract Teamsters Local 572. The hourly rates shall incorporate annual CPI and longevity increases into the salary structure. Similar annual increases shall be paid to other hourly employees.

Operators

Effective Date	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Training	\$17.50	\$17.50	\$17.50	\$17.50
0-12 month	\$19.00	\$19.60	\$20.20	\$21.80
13-24 month	\$19.40	\$20.00	\$20.60	\$22.20
25-36 month	\$19.80	\$20.40	\$21.00	\$22.60
37-48 month	\$20.20	\$20.80	\$21.40	\$23.00
49-60 month	\$20.60	\$21.20	\$21.80	\$23.40
61+ month	\$22.00	\$23.00	\$24.00	\$27.00

Mechanics

7/1/2022	7/1/2023	7/1/2024	7/1/2025
\$31.00	\$32.50	\$34.00	\$35.00

Utility

7/1/2022	7/1/2023	7/1/2024	7/1/2025
\$16.50	\$17.00	\$17.50	\$18.00

3.9.2 Drug and Alcohol Testing

Contractor shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of Contractor employees assigned to BCT in safety-sensitive positions, as required by Federal, State and local governments and the RFP. Contractor shall provide a copy of its drug and alcohol program and any certifications and forms required by FTA. Contractor shall identify the drug testing center that shall be used.

Contractor shall ensure each employee assigned to BCT in a safety-sensitive position shall undergo drug and alcohol testing in compliance with the FTA Drug and Alcohol Program Requirements.

3.9.3 Vehicle Operators

Contractor shall ensure all vehicle operators shall have valid California Driver's Licenses for operation of the vehicle to which they are assigned. Note that GPPV vehicle and driver certificates are not required for the WAVE Dial-A-Ride service. Contractor shall ensure all vehicle operators shall also have in their possession at all times when operating a BCT

vehicle, a valid DMV Medical Examiner's Certificate and valid DMV Training Card.

Contractor shall review current DMV reports on all applicants for the position of vehicle operator and shall reject any applicant with any failure to appear in court for driving under the influence. Contractor shall participate in the DMV Pull Notice Program. Any vehicle operator exceeding the DMV point system or with a revoked or suspended license shall not be allowed to operate a BCT vehicle.

All vehicle operators shall comply with the California Highway Patrol (CHP) regulations and requirements.

Contractor shall provide appropriate training for the use of battery electric buses and vehicles, as the City transitions to ZEB operations.

3.9.4 Retention of Existing Employees

Pursuant to Senate Bill No. 158 (California Labor Code, Chapter 4.6, Section 1070 to Part 3 of Division 2), CITY shall grant a ten percent (10%) bidding preference to any Contractor who agrees to retain, for a period of at least ninety (90) days, certain employees. Contractor shall declare, as part of their proposal, whether or not their firm shall retain the employees of the prior Contractor for a period of at least ninety (90) days. Contractor shall ensure these transitioned employees will be utilized in similar positions and perform essentially same services as they did under the previous Contractor. "Employee" is defined as any person who works for a Contractor under the prior contract but does not include executive, administrative, or professional employees that are exempt from the payment of overtime compensation within the meaning of Subdivision (a) of Section 515 or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)). In accordance with Senate Bill No. 158, the following obligations apply:

A successor Contractor or subcontractor who agrees to retain employees, pursuant to subdivision (a) [of Senate Bill No. 158] shall retain employees who have been employed by the prior Contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor Contractor or subcontractor.

If a successor Contractor determines that fewer employees are needed than under the prior contract, qualified employees shall be retained by

seniority within the job classification. In determining those employees who are qualified, the successor Contractor may require an employee to possess any license that is required by law to operate the equipment that the employee shall operate as an employee of the successor Contractor.

Nothing in this section requires the successor to pay the same wages or offer the same benefits provided by the prior Contractor.

In accordance with the California Labor Code, the successful Contractor or subcontractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than ten (10) days. An employee who has not been offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successor Proposer in any superior court having jurisdiction over the successor Proposer. Upon finding a violation, the court shall order reinstatement to employment with successor Contractor and award back pay, including the value of benefits, for each day of violation.

The existing service Contractor shall make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to City or to any entity that City identified as a bona fide Contractor. See Attachment 2 to the RFP.

3.9.5 Vehicle Operator Responsibilities

Contractor shall conduct an adequate background check on each vehicle operator to ensure all vehicle operators meet the following standards and are qualified to perform the intended services:

- An employee (full or part-time) of the Contractor. Contractor may not sub-contract with non-employees to execute trip assignments;
- Continuous possession of a valid driver's license, California DMV Transit Certificate, passenger endorsement, air brake endorsement, and possession of a Class A or B license;
- Not more than two moving violations in the past five years and no DWI/DUI convictions within the last seven years;
- Demonstrated command of the English language, both oral and written;
- Ability to resolve complaints and problems as required;
- No felony conviction history; and
- Pass Federal drug and alcohol testing regulations.

Contractor shall ensure vehicle operators shall, when requested by the City, hand out notices to passengers and render assistance in the City's monitoring functions.

Contractor shall ensure vehicle operators shall honor and update special passes, use the BMV to collect fare revenues paid with the TAP card as determined by the City.

Contractor shall ensure vehicle operators record ridership counts by passenger category according to procedures approved by the City.

The following shall be minimum service requirements and vehicle operator responsibilities. Failure to carry out these responsibilities shall result in a vehicle operator being prohibited from driving any vehicle covered by this contract, unless subsequently approved in writing by City.

Contractor shall ensure vehicle operators shall:

- Appear neat, clean, well groomed, and in an acceptable uniform;
- Exhibit positive customer service skills. Always be helpful and courteous to passengers;
- Operate the vehicle safely and legally;
- Assist elderly and physically impaired passengers in boarding and deboarding (Dial-A-Ride drivers);
- In cases of emergency, shall immediately contact the Contractor for assistance;
- Notify passengers of stops and when transfers are required;
- Not allow animals in vehicle except service animals or small animals contained in an accepted transport cage, box or carrier;
- Not deviate from route and schedule without City's permission;
- Notify City and Contractor in cases of emergencies or breakdowns;
- Make sure the vehicle stays on schedule but never ahead of schedule;
- Not smoke in the vehicle and enforce no smoking rules;
- Enforce BCT passenger rules;
- Not carry or make change;
- Not accept tips;
- Not eat or drink aboard BCT vehicles;
- Not use any device that plays video, music or amplifies sound aboard BCT vehicles; and
- Not use cellular telephones, pagers, or other communications devices (including text messaging) while operating BCT vehicles.
- If a passenger becomes unruly after boarding and is **not a threat** to the safety of the vehicle operator and/or passengers, the

vehicle operator may request the passenger exit the vehicle. If the passenger refuses to disembark, the vehicle operator may contact dispatch for assistance; and

- If a passenger becomes unruly after boarding and is **a threat** to the safety of the vehicle operator and/or passengers, the vehicle operator shall contact dispatch for emergency assistance, when it is safe to do so; and
- Take charge of a safety and security incident scene until the arrival of supervisory or emergency personnel.

Vehicle operators should:

- Submit suggestions for service improvements to the City via Contractor

3.9.6 Project Manager

Contractor shall provide a full-time, dedicated Project Manager to provide daily management and supervision of BCT operations. The Project Manager shall be available to meet with, or respond to inquiries from, the City or the public Monday through Friday between 8:00 AM and 5:00 PM PST.

Contractor shall ensure the Project Manager shall have a minimum of five (5) years' experience managing and supervising public transit services similar in size and complexity to the services herein described and a minimum of eight (8) years' progressive experience in the operation, administration and supervision of fixed route and demand responsive transit services.

The Project Manager or another senior staff member shall have a minimum of two (2) years experience with ZEB operations to assist with the transition to a ZEB fleet.

The Project Manager shall act as a liaison, working cooperatively with City staff in providing operational data, responding to comments from passengers and the general public, coordinate detours and public information for service alerts. and responding to specific requests for other assistance as the need arises. The Project Manager shall not perform other duties or be responsible for other projects for the Contractor without the City's prior written permission.

Contractor shall ensure the Project Manager shall monitor all aspects of BCT operations including, but not limited to: ridership, quality of service, fare collection and accounting in accordance with established procedures, and attitudes, motivation, and performance of all personnel. Contractor

shall ensure the Project Manager attends City meetings and reports on the BCT services. Contractor shall ensure its Project Manager shall be available to meet with the City as required.

Contractor shall provide a responsible senior employee to make decisions or provide assistance as necessary as a back-up to the Project Manager.

The person serving as Project Manager shall be approved by the City. Contractor shall ensure Project Manager serves a minimum two-year term on this project before any reassignment shall be considered. Should the Contractor propose a new Project Manager or the City request a replacement, the proposed replacement's resume and qualifications shall be submitted to the City for its approval at least ten days prior to the departure of the incumbent Project Manager unless Contractor is not provided with such notice by the departing employee. Contractor shall provide the City 30 days' notice prior to replacing the Project Manager. Should the position of Project Manager remain unfilled for a period of 30 days or more, the City may deduct the Project Manager's compensation from Contractor's payments.

3.9.7 Maintenance Manager

Contractor shall designate and provide the services of a qualified Maintenance Manager, subject to the City's approval. This individual shall not be the lead mechanic. Contractor shall ensure that the Maintenance Manager has a minimum of three (3) years' experience managing and supervising the maintenance functions of a shop similar in size and complexity to the services herein described. Contractor shall further ensure the Maintenance Manager has a minimum of five years journeyman level experience with vehicles similar to those used by BCT. The Maintenance Manager shall have a minimum of two (2) years ZEB experience and/or is trained on the most up-to-date procedures.

Contractor shall ensure its Maintenance Manager shall provide proactive resource management including, but not limited to, preventive maintenance scheduling and supervision, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of Contractor's maintenance duties and responsibilities.

Should the services of the Maintenance Manager become unavailable to Contractor, the resume and qualifications of the proposed replacement shall be submitted to City for approval as soon as possible, but in no event later than 10 working days prior to the departure of the incumbent Maintenance Manager, unless Contractor is not provided with such notice by the departing employee. Should the position of Maintenance Manager

remain unfilled for a period of 30 days or more, the City may deduct the Maintenance Manager's compensation from Contractor's payments.

3.9.8 Supervisory and Dispatch Coverage

Contractor shall provide sufficient trained and qualified Road Supervisors and Dispatch office staff to ensure that a management-level employee or Road Supervisor is available to respond and that the Dispatch office will be staffed whenever a BCT service vehicle is on the road with the exception of maintenance road test.

3.9.9 Maintenance Personnel

In addition to the Maintenance Manager, Contractor shall employ additional maintenance and service personnel on an acceptable fleet to mechanic ratio as necessary to properly maintain and service the BCT fleet. Within 15 months of the contract, the Contractor must have at least one mechanic, maintenance supervisor, or maintenance manager who maintains an ASE Master Transit Bus Technician certification.

Within four (4) years of the agreement, or at the time of ZEB bus procurement, whichever is sooner, the Contractor must have appropriate maintenance staff that will maintain the battery-electric buses be certified for National Fire Protection Association (NFPA) 70E, Standard for Electrical Safety in the Workplace and Occupational Safety and Health Administration (OSHA) 1910.269 Electric Power Generation, Transmission and Distribution.

Contractor shall provide training for all drivers and staff in the proper operation, inspection and maintenance of the mobile validator units described in Section 2.6.1 as well as the operation and use of the Real-Time Information System.

3.9.10 Technical Assistance

As an included element of the assistance to be provided, Contractor shall ensure the availability to the City of technical staff with knowledge and experience in Computer-Assisted Dispatch/Automated Vehicle Location (CAD/AVL) systems. This capability may be satisfied either through technical staff in the employ of the Contractor or through a documented engagement of technical consulting expertise which will be made available to the City upon a reasonable advance request. The Contractor's arrangement for meeting this requirement must be disclosed in their proposal. Contractor shall support the City's efforts with ZEB planning and operations, ZEB facility and charging station and charge management systems planning, construction and operations.

3.9.11 Training

Contractor shall provide an outline of their Safety and Training Manual and Customer Service Training Manual for City's review and approval prior to the beginning of training under this contract. The City shall assist the Contractor's training efforts by allowing the Contractor to conduct training in City facilities.

Contractor shall ensure the vehicle operators are trained in all operational procedures relating to the system. Contractor's training must include techniques for dealing with the public in a helpful and courteous manner, sensitivity training, and basic information about the service and the Beach Cities service area. This requirement pertains to regularly assigned and relief vehicle operators.

Dispatchers and any other personnel who may be assigned to telephone information lines shall receive customer service training, along with operational training, radio procedures, and accident and incident procedures. The Contractor's customer service training program shall be consistent with City customer service standards.

Contractor's employees assigned to BCT shall have detailed knowledge of BCT services (including schedules, transfer points, fare, and operating policies) and those transit operators which link up with the BCT system. All Contractor employees shall also be trained to proficiency in the requirements and responsibilities of the Americans with Disabilities Act, Title VI and Reasonable Modification procedures and policies as appropriate to their positions.

Written documentation of all training, including new hires, recurrent, and retraining shall be maintained by the Contractor and furnished to the City upon request.

Contractor shall ensure the maintenance personnel assigned to work on BCT vehicles and equipment shall have the necessary skills to:

- Conduct preventive maintenance inspections and complete associated paperwork;
- Inspect vehicle engines, transmissions, and other mechanical, electric, and electric parts and components;
- Diagnose vehicle engine, transmission, electrical and electric component system problems; and
- Repair vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components.
- Conduct appropriate maintenance for BEB fleet, as the City transitions to ZEB operations

3.9.12 Vehicle Operator Training

Contractor shall develop, implement, and maintain a formal training and retraining program for all vehicle operators, subject to City approval. At a minimum, the program shall comply with the following requirements:

- a. New Operators: Class "C" drivers, first time Class "B" drivers and Class "B"/school bus drivers who have not had prior public transit/school bus training and at least nine (9) months of transit/school bus driving experience over the last two (2) years:
 - Acquisition of a valid Class "B" (or school bus driver's) license and Medical Certificate; plus
 - Minimum of forty (40) hours of classroom instruction covering defensive driving, first aid, Federal and State rules and regulations, accident/incident procedures, radio procedures, hands-on wheelchair and wheelchair lift procedures, patron relations, employee work rules, routes, schedules, fare, and BCT operating policies; and
 - Supervised behind-the-wheel instruction with a qualified driving instructor totaling twenty (20) hours in service and twenty (20) hours out of revenue service), including completion of driving along all routes at least twice before being allowed to drive in service unsupervised.

- b. Experienced Operators: Class "B"/school bus drivers (with a medical certificate) who have had at least nine (9) months public transit or school bus driving experience over the previous two years, as well as proof of training and good references:
 - Minimum twenty (20) hours classroom instruction on Contractor's policies, procedures, defensive driving, vehicle code, drivers notices, vehicle components, radio procedures, vehicle inspection, schedules, routes, transfer policies, fare collection, accident procedures, state rules and regulations, accident report writing; plus
 - Minimum two (2) hours classroom and supervised "hands-on" training addressing, at a minimum: wheelchair lift components, operation of the lift with and without power, loading and securement procedures, and emergency procedures; plus

- Minimum eight (8) hours individual behind-the-wheel instruction from a qualified driving instructor while out of service and eight (8) hours individual behind-the-wheel instruction from a qualified driving instructor while in service; including completion of driving along all routes at least twice before being allowed to drive in service unsupervised.
- c. Customer Service Training: All staff, driving and non-driving, will be trained as appropriate for their position in the following topics and requirements: passenger assistance training, empathy training, serving persons with disabilities, ADA service requirements, the City's Title VI and Civil Rights policies and requirements, and reasonable modification requests.
 - d. Vehicle and Area Familiarization: Additional hours of training may be required to familiarize operators with routes and with the service area. Contractor shall train vehicle operators to operate all types of vehicles operated in the BCT service.
 - d. Continuing Training: Minimum two (2) hours of on-going safety and other transit related training every two months for every vehicle operator employed in BCT service.
 - e. Licensing and Certifications: Contractor shall monitor and comply with any and all State regulations and requirements with respect to vehicle operator training and shall ensure all vehicle operators complete the Contractor's training program and are appropriately licensed and certified by the State of California for the service and vehicles being operated. Contractor shall keep a current list of vehicle operators and their certifications.
 - f. Driver Evaluations: Contractor shall regularly evaluate each vehicle operator by a qualified instructor, including observation during revenue service.
 - g. Battery Electric Vehicle Training: Contractor shall provide appropriate training for the use of battery electric buses and vehicles.

3.9.13 Uniforms

Contractor shall develop a dress code, including a standard uniform that shall be approved by the City. The uniform shall include coordinating shirts and pants/shorts, jackets and hats. Vehicle operators shall wear name tags clearly displaying their names at all times while performing duties associated with BCT. Uniforms shall clearly display (separately) both the Contractor's and BCT name/logo. The City may make exceptions to the

uniform policy. However, Contractor shall ensure vehicle operators maintain a neat and clean appearance at all times.

The City shall provide BCT artwork for use in the uniform.

Each vehicle operator shall have a working timepiece available and in clear sight at all times during revenue operations.

3.9.14 Removal of Employee From Project

The City may require the immediate removal of any of Contractor's employees from BCT service for any reason, including, but not limited to, the following:

- Committing unsafe or inappropriate acts while providing service;
- Revocation, suspension, or non-renewal of a valid California driver's license;
- Conviction of any felony criminal offense;
- Unacceptable customer service as reported by customers, other vehicle operators, or directly observed by City staff or its agents;
- Non-compliance with City-specified appearance standards; and
- Failure to comply with any criteria or standards in the RFP.

3.10 Vehicles

The City will provide to Contractor the vehicles and equipment set forth in the RFP. Contractor shall only use these vehicles and their associated equipment for activity directly related to BCT unless otherwise authorized, in writing, by the City.

The City provides no administrative or non-service vehicles. Should the Contractor determine that non-service vehicles are needed, the capital, maintenance and fueling costs of such vehicles will be the responsibility of the Contractor.

Contractor shall rotate vehicles in service to result in relatively even distribution of accumulated miles on the vehicles.

Contractor shall return all vehicles to BCT at the termination of the contract in the same condition as accepted, allowing for normal wear and tear.

If a new Contractor is selected, at least 2 fixed route buses and 2 dial-a-ride buses will be made available for training. Additional vehicles may be made available depending on service and maintenance requirements.

3.11 Maintenance

Contractor shall ensure all vehicles, including future ZEB fleet facilities, and equipment meet all applicable laws, codes, and safety standards as set by Federal, State and local governments, and shall be inspected at each interval required by all governing entities.

Contractor shall, at all times, and at its sole expense, maintain all components of each vehicle in safe and proper working condition, free from damage, malfunction or deferred maintenance. At Contractor's expense, any vehicle damaged by collision or otherwise shall be repaired as expeditiously as possible.

All maintenance and repairs to BCT vehicles shall be performed by Contractor or other vendors and suppliers who are subject to prior approval by the City. Repair work shall be conducted as soon as practicable upon learning that such work is required. Contractor shall perform repair work expeditiously in response to identification of problems by vehicle operators or other staff. Contractor shall not defer repairs beyond a reasonable time.

Contractor shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions in the conduct of its maintenance functions. Contractor shall ensure that all parts, materials, tires, lubricants, fluids, oils and procedures used by Contractor on BCT vehicles shall meet or exceed original equipment manufacturer specifications and requirements. All parts installed on BCT vehicles and equipment become property of BCT.

Contractor shall remove any vehicle which sustains damage or experiences failure impairing safe mechanical operation, from service immediately, and shall not reassign said vehicle until restored to safe operating condition.

Contractor shall not remove parts or equipment from one BCT vehicle and install said parts and equipment in another BCT vehicle for any reason without the City's prior written permission.

Contractor shall pay for any repairs arising from Contractor negligence or abuse of BCT vehicles. City, in its sole discretion, shall determine what repairs are due to negligence and abuse.

Contractor shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the life of the agreement period (proof of CHP certification is required). If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the City immediately and state what is being done to correct the deficiency. If the vehicle operating authority falls under the California Public Utilities Commission (PUC) and if the PUC revokes the permits to operate the vehicles in this service as a result of unsatisfactory inspection ratings by the

CHP, the vehicle shall not operate and a \$500, per vehicle per day fine shall be assessed until a satisfactory inspection report is obtained.

City reserves the right to conduct an audit of maintenance program, practices, and repairs of vehicles and equipment and at its sole discretion, to inspect and reject temporarily or permanently by notice to the Contractor, any vehicle the Contractor utilizes which the City deems unacceptable.

3.11.1 Records

Contractor shall maintain all vehicles' maintenance records required by the law, including but not limited to the following:

- Work orders for all vehicle maintenance activities;
- Maintenance reports;
- Pre-trip inspection/defect reports for each vehicle;
- Reports containing negative vehicle operator notations;
- Reports indicating a vehicle defect; and
- Reports of all road call maintenance.

Contractor shall maintain an individual file for each revenue vehicle. In addition to the items above, this file shall include, but not be limited to, the following information by date of action:

- All preventive maintenance work, including parts and labor utilized;
- All warranty work, if applicable;
- All other types of repair work, including parts and labor; and
- All fuel, fluids, and lubrication used.

Contractor shall keep an accurate record of all repair and work orders performed by, or for, the Contractor on all equipment.

Contractor shall make vehicle maintenance records available to the City's representatives for review upon request. Vehicle maintenance records shall be the City's property and at the expiration of this contract or any extension thereof, or the removal of a vehicle from the custody of the Contractor, vehicle maintenance records shall be conveyed to the City.

3.11.2 Preventive Maintenance

Contractor shall provide scheduled maintenance and preventive maintenance inspections as specified by the vehicle manufacturer, City, and all other governing entities. Contractor shall ensure that all scheduled and preventive maintenance shall be completed on a timely basis and within the established mileage interval.

Contractor shall provide a proactive preventive maintenance program for review and approval by the City prior to initiation of service. The preventative maintenance program shall include an outline of how the program is operated as well as a complete maintenance monitoring program. At a minimum, contractor's preventive maintenance program shall adhere to the industry standard maintenance schedules and shall be sufficient so as not to invalidate or lessen warranty coverage of any BCT vehicles or associated equipment.

The preventive maintenance program shall provide for (at least) the following:

- Preventive maintenance inspections every 45 days or every 3,000 miles, whichever occurs first;
- Engine oil and filter, and fuel filters changed at every 6,000 miles;
- Transmission oil and filters changed at every 12,000 miles;
- Preventive maintenance wheelchair lift inspections every 6,000 miles; and
- Preventive maintenance air conditioning inspections every 6,000 miles.

Contractor shall ensure vehicle inspections meet criteria set by CVC 34505.5 (Periodic Inspection by Motor Carrier). Vendor inspection forms shall have fields to log the minimum requirements of CVC 34505.5.

Any preventive maintenance inspection (PMI) completed more than 250 miles past PMI mileage interval shall be considered late. Any PMI inspection completed more than 500 miles past PMI mileage interval shall be considered missed.

Missed PMIs shall result in that vehicle being non-serviceable and all days operated in revenue service under such condition shall be considered non-revenue days for the vehicle with the missed PMI for Contractor's compensation.

3.11.3 Vehicle Maintenance

In addition to preventive maintenance, Contractor shall perform general maintenance on all vehicles, including future ZEBs. General maintenance will include (at least):

- All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service;

- Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system;
- All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body, glass, logos, wraps, custom paint and all appurtenances) shall be repaired in a professional manner within 21 days of damage;
- All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional, as designed, condition at all times;
- Climate control systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times on all in-service hours;
- Seats shall be maintained in proper operating condition at all times. All rips, tears, cuts, gum, graffiti and other damage shall be cleaned or repaired in a professional manner immediately upon their discovery. Contractor shall replace seat covers that are worn or cannot be professionally repaired, using materials that are identical in design and color as those materials being replaced; and
- Farebox systems shall be maintained in proper operating condition at all times.

3.11.4 On-Vehicle Equipment

Contractor shall be responsible for the inspection, servicing, maintenance and repair of all on-board vehicle equipment, including, but not limited to, video surveillance systems, fareboxes, smart card readers/validators, annunciator systems, and digital display units. Contractor shall inform City of equipment defects/failure and City shall provide direction on remedial action to be taken, for example, repair by Contractor, replacement with in-stock spare, or coordination with Metro TAP contractor or RTI contractor for trouble-shooting and/or exchange.

3.11.5 Roadcalls and Towing

Contractor shall develop and train maintenance and operating staff in appropriate and timely procedures to respond to roadcalls from BCT vehicles. If the roadcall is from a BCT vehicle in active service, Contractor shall endeavor to limit the disruption of service and missed trips. Drivers shall notify dispatch as soon as possible. A replacement BCT vehicle shall be placed in service within fifteen (15) minutes for roadcalls within three miles of the Kingsdale Yard, and within thirty (30) minutes for roadcalls between three and six miles of the Kingsdale yard to resume service consistent with the time schedule. Procedures will also ensure that

subsequent runs are initiated on-time to minimize late runs following roadcall events.

In the event that towing of any vehicle is required due to mechanical failure or damage, Contractor shall provide such towing at Contractor's sole expense. Contractor shall ensure vehicles are always flat-bed towed, and towed within two hours of the vehicle breakdown.

3.12 Emissions Control Programs

Contractor shall have vehicles tested and certified to meet BCT, and other local, State, and Federal requirements related to exhaust smoke and engine emissions.

Contractor shall maintain any applicable California Air Resources Board Voluntary Compliance Program objectives subject to BCT operations.

Contractor shall be responsible for the administration of a smog check program for BCT vehicles. Contractor shall be responsible for emissions testing and shall be responsible to conduct repairs as required to meet emissions standards.

3.13 Pre-Trip Inspections

Contractor shall ensure each vehicle operator performs a Pre-Trip Inspection of each vehicle prior to the start of revenue service with regard to safety, function, and appearance of the vehicle, pursuant to State of California Motor Vehicle Requirements. The checklist shall be kept on file for the City and CHP review.

Daily servicing shall include, but not be limited to the following.

- Fueling
- Engine oil, coolant, water and transmission fluid check/add
- Farebox check
- Mobile Validator operation
- Wheelchair lift/ramp check
- Security Camera inspection
- Annunciator inspection and test
- Real-Time Information system test
- Brake check
- Light and flasher check
- Interior sweeping and dusting
- Graffiti removal
- BCT system map and route schedule brochure inventory
- Car Card installation and inventory
- Interior and exterior visual inspection

- Check all vehicle performance defects reported by vehicle operators to identify potential safety and reliability items requiring immediate attention, including climate control mechanisms

Contractor shall immediately repair or replace, prior to placement in revenue service, any vehicle with safety or operational problems.

3.14 City Conducted Inspections

The City will regularly inspect, examine or test any equipment and facilities used in the performance of BCT operations. The inspections may take the form of vehicle inspections, ride-alongs, visual cleanliness inspections, records inspections, or other inspections.

3.15 Vehicle Cleaning

Contractor shall maintain BCT vehicles in a clean and neat condition at all times. Contractor shall maintain a vehicle cleaning and washing log in each vehicle for the City to review and inspect.

3.15.1 Interior

Contractor shall maintain the vehicle interior in good condition. Contractor shall also ensure all corners and seams are securely fastened to the floor at all times, and the doors, stop notification devices, security cameras, annunciators, and public address systems work properly.

Contractor shall ensure the vehicle operator's area will be clean at all times. Vehicle operator's personal property shall be kept in a secure area and out of sight. Vehicle operator seats shall be maintained in accordance with the standards stated below for passenger seats.

Contractor shall check interior for damage and clear trash at the beginning and conclusion of each shift or service day.

Contractor shall not attach or place any markings on the interior of the vehicle without the City's prior written permission.

Contractor shall perform basic cleaning daily and the following maintenance weekly:

- Sweep, mop, clean, and remove all trash, gum, sticky substances, foreign objects, vermin, dirt, and dust from vehicle floors;
- Clean vehicle operator area, including but not limited to, dash controls, dashboards, above the vehicle operator area and along the front dashboard;

- Clean passenger of dust and foreign substances;
- Clean all ledges, stanchions, handrails, modesty panels, passenger signal strip and remove dust, grease, gum, or sticky substances; and
- Replenish BCT system map and route schedule brochure inventory.

Contractor shall have each BCT transit vehicle fumigated as needed by a licensed and certified pest control service. City shall approve the schedule for such service and Contractor shall provide documentation of the completion of such service. Pesticides used for this treatment shall not leave an odor or residue in the vehicles.

3.15.2 Exterior

As part of the pre-trip inspection, Contractor shall ensure vehicle operators inspect exterior of the vehicle and note any new cracks, dents, rust, scrapes, graffiti, and any other markings. Contractor shall ensure vehicle operator will make the report to the Contractor's project manager.

Contractor may not attach or place any markings on the exterior of the vehicle without the City's prior written permission.

Contractor shall wash each vehicle once a week, or more frequently as required by weather conditions, to ensure the vehicle exteriors are clean.

Contractor shall perform complete vehicle detailing on each vehicle, twice per year on a schedule approved by the City. Detailing shall include, at a minimum: the cleaning of all interior surfaces using an appropriate cleaner and treatment using an appropriate protectant; cleaning of the vehicle exterior followed by the application of an appropriate polish and wax; and cleaning, polishing and treatment of all wheels, rims and tires. Contractor shall use the following detailing materials or equivalent:

Exterior: Polish: 3M Machine Polish
 Wax: Auto Magic Banana Wax
 Windows: Spot Off heavy duty water stain remover
 Interior Seat Cleaning: Citrus Salt Cherry Scent

Contractor shall schedule vehicle detailing in a manner that does not adversely affect the BCT service.

3.16 First Aid and Accident Kit

Contractor shall provide accident kits to be carried on BCT vehicles at all times. The kits shall contain forms for reporting accidents or incidents, body fluid clean-up kit, first aid kit, and any other material required by BCT.

3.17 Equipment and Furnishings

3.17.1 Telephone Equipment and Lines

The City maintains all telephone numbers for Beach Cities Transit information and dial-a-ride reservations and one TDD telephone number. The numbers shall be available for the Contractor's use. The City pays for all telephone services.

Contractor shall provide all telephone equipment and phone system. Contractor shall provide TDD equipment for communications with hearing impaired patrons and an answering machine for recording trip requests for the dial-a-ride service between 8:30 PM and 6:00 AM PST when the dispatch facility is closed.

Contractor shall provide an automatic call sequencer (ACS) unit which shall answer all service request calls, hold the calls in a queue if they cannot be answered immediately, and cause the calls in queue to be answered in the order in which they were received. The ACS shall capture and allow for the reporting of data on telephone system performance, including, but not limited to, total calls received; total calls abandoned; average hold time; and maximum hold time. Contractor shall provide ACS reports to the City monthly.

Contractor shall coordinate all telephone lines in City facilities with City telecommunications personnel.

3.17.2 Radio Equipment

Contractor shall provide radio equipment and clear radio channels to dispatch and communicate with BCT vehicles. Contractor shall ensure the equipment and radio channels provide clear communications throughout BCT's service area and all satellite points. The system must also provide a GPS vehicle location capability to allow the tracking of BCT vehicles when in service.

3.17.3 Other Office Equipment

Contractor shall provide all office furniture and electronics and communications equipment necessary to effectively operate a modern

office and comply with the City's reporting and communications standards. The Contractor must provide all computers and software for administration and management of the BCT system including any reservations and scheduling software for the WAVE service. The City provides no computers or software, except for the computers and monitors related to the real-time information system, which are dedicated to this system and shall not be used for any other application. For Information technology equipment located in a City facility, Contractor shall coordinate with City telecommunications staff.

3.17.4 Maintenance Equipment and Tools

Contractor shall provide all maintenance equipment and tools necessary to maintain and repair BCT vehicles in the manner required by the RFP.

3.18 Accident and Incident Reporting

Contractor shall develop, implement, and maintain formal procedures, approved by the City, to respond to and report emergencies and routine concerns that occur in the course of providing BCT service, including, but not limited to:

- In-service vehicle failures;
- Lift/ramp failures;
- Passenger disturbances;
- Passenger injuries; and
- Vehicle accidents.

Contractor shall notify the City of any accident involving a BCT vehicle within one hour of the accident (regardless of the amount of damage or lack of damage) and immediately file a police report. In case of injury accidents, Contractor shall notify the City within one hour. Contractor shall deliver a written accident report to the City within 24 hours and a complete report as soon as practical.

Contractor shall have vehicle operators report public safety incidents they observe to dispatch or to the Project Manager, who in turn, is requested to refer incidents to the proper authorities. Such observed incidents may include but are not limited to, fires, criminal acts, suspicious circumstances, public right-of-way obstructions, natural disasters, signal outages or bulb out, and collisions.

Contractor's accident and incident procedures shall require vehicle operators and/or road supervisors or other supervisory staff to take digital photos, as appropriate, of accident/incident scenes, vehicles involved (including the BCT transit vehicle), parties involved and other pertinent details. Photos shall be uploaded to a file on Contractor's computers and transmitted to City with the written accident report required above.

3.19 Fares and Fare Collection

The BCT fare is \$1 per person, with reduced fare of 50 cents for senior, disabled and Medicare cardholder passengers. BCT accepts Metro TAP EZ passes and Metro TAP Stored Value, and Access Services (ASI) cards as a paid fare. Interagency Transfers are 25 cents and BCT Transfers are free. The WAVE fare is \$1 per person, or group rides of three or more pay \$0.75 each.

Contractor shall ensure the correct identification has been presented by the passenger and verified by the vehicle operator prior to acceptance of the discount, prepaid, free or promotional fare media. In the absence of presentation and verification of the appropriate identification as indicated above, the Contractor shall collect the full adult fare, within the bounds of reasonable prevailing circumstances.

Contractor shall collect fares and account for revenues from BCT vehicles in a manner directed by the City. All fares collected are the sole property of the City. Contractor shall develop written procedures for fare collection for the City's approval. The procedures must include:

- Emptying all fares and transfer slips from the fare box on each BCT vehicle daily;
- Confirming that the amount of the collected fares and transfer slips collected correspond to the reported number of passengers carried;
- Depositing the total amount of fares collected in a manner specified by the City, including the use of an armored security service for pick up;
- Provide the City with a completed BCT Farebox Deposit Breakdown report no later than the next business day; and
- Comply with Mobile Validator system rules and reporting.

The City reserves the right to count revenues contained in each farebox vault at any time with no notice and to change the delivery process with 30 days written notice.

The City will provide fare boxes on all BCT vehicles and pay for the armored truck service. The current Contractor is using fare boxes manufactured by Diamond Manufacturing. TAP mobile validators are provided by Metro during the term of the Agreement. New fareboxes may be purchased in the future.

Metro will transition the mobile validators currently used on the fixed route fleet. They will be known as Bus Smart Card Validators (BSV) which will collect fares via a physical or virtual TAP Card. Metro is working on integrating credit card fare payments via the TAP system.

3.20 Financial Records

Contractor shall establish and maintain, within a separate account, all project expenditures and any other relevant financial records or documents. The Contractor shall submit invoices to the City within fifteen days after the end of the month for the fixed route, dial-a-ride, and special services operated during the reporting period. Invoices shall be included with the Monthly Program Report documentation. City will pay Contractor within 30 days after receipt of approval of the monthly program report. All invoices shall be addressed as follows:

Transit Manager
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

All invoices, monthly reports, supporting documents, and other financial records relevant to the contract shall be subject to inspection and audit by representatives of the City, United States Department of Transportation, State Controller's Office, Controller General of the United States, and Metro.

Any time during the term of the contract, or for four years after its expiration or termination, authorized representatives of the City may conduct an audit of the Contractor regarding the services provided under the contract. If such audit finds that the City's financial liability for such services is less than payments made by the City to the Contractor, the Contractor agrees that the difference shall be either repaid by the Contractor to the City by check payment, or at the City's option, credited against any future payments due to the Contractor.

If such audit finds that the City's financial liability for services provided is greater than made by the City to the Contractor, the difference will be paid to the Contractor by the City by check payment within 45 days of calculating the amount.

3.21 Operating Reports

Contractor shall submit monthly program reports to the City with the monthly invoice. The reports are due no later than 15 days after the end of the month and shall include, but may not be limited to daily, monthly and year-to-date information. The monthly program report shall include, but may not be limited to, the following information:

- Daily Status Report [submitted by email daily]
- Daily Dispatch Log [submitted by email daily]
- Operational and performance data
- Fare Collection information (including all TAP card activity)
- Fuel statistics

- Employee Hours FTA Report
- National Transit Data Reporting
- Maintenance Status Reports
- Incident and Accident Reports
- Customer Service Reports- Complaints/Compliments/Comments
- NTD Random Sampling and Reporting
- NTD Incident Reports
- Drug and alcohol tests
- Safety and Training activities; and
- Road Call and Vehicle breakdowns.

3.21.1 Fixed Route Service

Contractor shall provide a fixed route service report which shall detail information for each individual route and the total of all routes. The report shall include, but may not be limited to, the following information:

- Passenger miles
- On-time performance by route
- Number and percentage of missed/late pull-outs
- Number and percentage of missed/late trips
- Ridership counts by day, mode, route, and fare type
- Vehicle revenue hours and total hours by route
- Vehicle revenue miles and total miles by route
- Tripper Bus Report by line showing hours, miles and days of service
- Number of wheelchairs
- Farebox revenue
- TAP card usage by product type

3.21.2 Dial-A-Ride Service

Contractor shall provide a dial-a-ride report which shall include, but not be limited to, the following information:

- List of all scheduled trips or portions thereof missed, with explanations
- Passengers by fare type
- Wheelchair passengers
- Passengers per revenue hour
- Passengers per revenue mile
- Vehicle revenue hours and total hours by vehicle
- Vehicle revenue miles and total miles by vehicle
- Average response time for now and same day trips (time between the call-in and pick-up)
- On-Time performance

- Cancelled trips
- Total no show trips
- Trip time
- Total Trips
- Total Trips by city of origin and city of destination
- Farebox revenue
- TAP card usage

3.21.3 TAP Card Reporting

TAP provides daily and monthly comma separated value (CSV) and PDF reports to the City that include ridership and fare revenue data. The City will provide the daily reports to the Contractor to integrate the data in the daily activity and monthly reports. The reports are used to reconcile ridership and fare revenue data. The various reports are:

Report	Description	Daily CSV	Daily PDF	Monthly CSV	Monthly PDF
A102	Transaction Report	X	X		
P105	Ridership by Device	X	X	X	X
P100	Ridership by Product	X	X	X	X
S101	Stored Value Report			X	X

3.21.4 Customer Service Reporting

Sample TAP reports are posted on the BCT website at www.beachcitiestransit.org

Contractor shall provide a Customer Service Report which shall provide detailed information (including contact information) for each customer comment, complaint and compliment. The report shall include comments, complaints or compliments concerning any aspect of BCT. Comments, complaints or compliments shall be individually listed by date and subject, and be accompanied by their resolution (for comments and complaints).

City representatives shall occasionally ride-along to record passenger activities and observe Contractor-patron interactions.

3.21.5 FTA Required Reporting

Contractor shall conduct on-board data collection on both fixed route and demand response services each year as directed by the Federal Transit Administration (FTA) National Transit Database (NTD), to statistically compute valid passenger mile data.

Contractor shall use the random sample technique described in FTA Circular C 2710.1A for fixed route passenger sampling and a 100 percent passenger miles data per FTA Circular C 2710.2A for demand response. City shall provide the random sample dates for fixed route. Contractor shall submit the daily random-sample trip sheets no later than 10 days after the trip sampling has been performed.

Contractor shall ensure that all reported NTD data meets FTA requirements and definitions. Contractor shall adhere to the most recent NTD data collection procedures.

Contractor shall submit consistent and accurate data necessary to complete the following forms and information, by mode, on a monthly basis:

- Daily Random-Sample Trip Sheets for use in reporting passenger miles traveled;
- Ridership Activity Form MR-20;
- Safety & Security Forms S&S-50 Non-Major Incidents and S&S-40 Major Incidents;
- Maintenance Performance Form R-20;
- Energy Consumption Form A-30;
- Transit Agency Service Form S-10;
- Operating Expenses by Function (F-30)
- End of month cumulative lifetime mileage by vehicle for use in preparing the Revenue Vehicle Inventory Form A-30 (i.e., mileage as of June 30th of each year is required as well as the start and end of each Agreement Period); and
- Other FTA required information.

3.21.6 Additional Reporting Requirements

A. Federal NTD Safety and Ridership Report (Monthly)

The Contractor will collect, report, and submit data to the City for the monthly NTD Ridership Report and Safety and Security Report for fixed route and DAR reporting. Reporting is conducted through the Federal NTD web portal by City staff. Monthly reports are due by the last day of the subsequent month. The Contractor may be granted access for direct reporting to NTD.

B. Federal NTD Passenger Mile Random Survey Report (Monthly)

The Contractor will collect, report, and submit data for the monthly Passenger Mile Traveled Random Survey Report for fixed route service. The number of passenger mile random surveys requested monthly shall be designated by the City. The Contractor will collect 100% count DAR Passenger Miles Traveled data through the dispatching software.

Should the FTA or other funding agencies change reporting requirements; the City will notify the Contractor of new or revised reporting requirements, including, but not limited to, reporting related to the City's Public Transportation Agency Safety Plan and Transit Asset Management Plan.

3.22 Performance Standards

Contractor shall provide service in a manner which shall ensure responsive service to BCT patrons and maximize service reliability and safety. The performance standards that are defined herein identify key areas of concern to the City. Failure to provide service that consistently meets these standards may be considered cause for the City to cancel the contract. Circumstances outside the Contractor's control shall be taken into consideration by the City.

3.22.1 Program Standards

Measure	Standard
Accident reports	Contractor shall file police report immediately and notify City within one hour (immediately if injuries are involved). Contractor shall further provide a written summary to City within 24 hours.
Cleaning of vehicles	Contractor shall wash exterior once a week or more frequently as required by weather, and detail twice a year. Contractor shall clean interior daily as specified by the RFP.
Daily inspections and logs	Contractor shall ensure vehicle operators complete daily inspection and log.
Farebox receipts	Contractor shall remove all receipts from revenue vehicles daily, and count and deposit said revenue.
FTA Reports	Contractor shall meet all obligations of Section 3.21.5, collect data, and provide the required data for FTA reporting. The data must be acceptable to FTA and the City.
Maintenance, Preventive Maintenance and Inspections	Contractor shall perform maintenance, preventive maintenance and inspections in compliance with CHP Regulations and manufacturer's guidelines.
Safety	Contractor shall achieve a "Satisfactory" CHP Vehicle and Terminal Inspection rating.
Vehicle accessibility	Contractor shall ensure all vehicles in revenue service will be equipped with a properly operating passenger lift or ramp.
Vehicle operator appearance	Contractor shall ensure vehicle operators will be in City-approved uniform at all times when in service.

3.22.2 Fixed Route Standards

Measure	Standard
Calling out stops	Contractor shall ensure vehicle operators will announce bus stops per ADA regulations when the annunciator is not in operation.
Destination signs	Contractor shall ensure vehicle operators will display the correct destination information and special messages (e.g., “Happy Holidays”) and remove in a timely manner when no longer appropriate.
Established route	Contractor shall ensure vehicle operators will not deviate from established route alignment without approval by dispatch unless at direction of law enforcement.
On-time departure	Contractor shall ensure on time departure unless the departure is delayed by circumstances beyond Contractor’s control.
On-time performance	Contractor shall ensure 90% of trips (measured monthly) will be zero minutes early, and no more than five minutes late.
Missed Trips	Contractor shall ensure there will be <u>zero</u> missed BCT fixed route trips.

3.22.3 Dial-A-Ride Standards

Measure	Standard
Missed trips	Contractor shall ensure there will be <u>zero</u> missed WAVE Dial-A-Ride trips.
Reservation on-time performance	Contractor shall ensure 90% of vehicle arrivals will be between 15 minutes before and 15 minutes after the scheduled pick-up time.
Same day request wait time	Contractor shall ensure wait times for trips requested on the same day will not exceed 30 minutes from the time the request is made to the time a vehicle arrives.

3.23 Asset Management Requirements

Contractor shall assist City in the monitoring and reporting as specified in City’s Transit Asset Management Plan in compliance with FTA regulations.

3.24 Environmental Requirements

3.24.1 Spill Prevention, Control and Countermeasure Plan

Contractor shall prepare and maintain a Spill Prevention, Control and Countermeasure Plan (“Plan”) in compliance with 40 CFR Part 112 for the BCT Transit Operating Facility. A completed Plan shall be provided to City no later than 30 days prior to the start of service under this RFP and Plan shall be updated and revised as needed to ensure compliance with the

requirements of 40 CFR Part 112 and to reflect any changes to the facility, equipment or maintenance and operating practices.

Contractor shall implement and carry out the actions specified in the Plan and shall document the performance thereof to the City as part of its monthly reporting.

3.24.2 EPA Hazardous Materials

Contractor shall be responsible for obtaining an EPA Identification number from the California Department of Toxic Substances Control, compliance with all Hazardous Waste Generator Requirements, and the disposal of any generated hazardous waste.

3.24.3 Hazardous Materials Business Plan (HMBP) Program

Contractor shall be responsible for complying with the HMBP requirements if any of the following hazardous materials quantities are met or exceeded: 55 gallons of a liquid, 500 pounds of a solid, or 200 cubic feet of compressed gas, or extremely hazardous substances above the threshold planning quantity (40 CFR, Part 355, Appendix A). If any of these thresholds are met, Contractor is required to: (1) Inventory their hazardous materials; (2) Develop a site map; (3) Develop an emergency plan; and (4) Implement a training program for employees. Businesses must submit this information electronically to the statewide information management system (California Environmental Reporting System, or CERS).

More information about this requirement may be found at:
[Hazardous Materials Business Plan Program | CalEPA](#)

4.0 INTELLIGENT TRANSPORTATION SYSTEM (ITS) REQUIREMENTS

A. General

1. BCT shall provide the Contractor with the use of Intelligent Transportation Systems (ITS) products, which are designed to: improve system communications; Real-Time Transit Information Systems (RTIS); to promote and enhance overall system quality and efficiency through tracking schedule adherence and route adherence; to provide bus stop announcements; and to provide more accurate and timely information and data on system and Contractor performance.
2. The Contractor shall fully utilize the ITS system in order to achieve the objectives described in paragraph (1) and to maximize the benefits available to Line 102, Line 109, and the Dial-a-Ride system through the use of ITS.

B. Operator Use and Training

1. The Contractor shall be responsible for BCT ITS operator and supervisor training throughout the Agreement Term. This includes information on the purpose, objectives, capabilities, and key features of the ITS system; procedures for logging into the system at the start of operations and for logging off at specified times or events; procedures for using mobile computer/display terminals (MCT/MDTs) and the communications system for communication with dispatchers; and actions or steps to be taken in the event of system problems or malfunctions.
2. The Contractor shall assure and document in writing that all operators are fully trained in the use of the onboard ITS equipment and functions.
3. The Contractor shall assure and document in writing that all operators are fully trained in the use of the onboard ITS equipment and functions.
4. The Contractor shall assure that each vehicle operator logs into the ITS system at the commencement of a trip, route, or operation and uses the ITS system throughout his or her shift during daily operation of a Revenue Vehicle. The Proposer shall consistently monitor these requirements and shall enforce and remedy any failure of an operator to comply up to and including termination.

C. Dispatcher Use and Training

1. The Contractor shall be responsible for utilizing the BCT Real-Time Information System and training dispatchers throughout the Contract Term. The training shall include information on the purpose, objectives, capabilities, and critical features of the ITS.
2. The Contractor shall assure and document in writing that each individual involved in dispatching is fully trained in the use of the ITS and communication systems and all related equipment, under the appropriate training program or procedures.
3. The Contractor shall require its dispatchers to log in or connect operators to the full capability of the ITS and communication systems, its equipment, materials, and components in the event an operator fails to take that action upon commencement of a trip, route, or operation. Following such steps, the operator shall receive disciplinary action.
4. Each Dispatcher shall be provided log in information for all ITS and pertinent software, currently used is Syncromatics. Dispatchers are required to log in

with their own account with their own password. Sharing log in information and passwords is strictly prohibited.

D. Maintenance Use and Training

1. The Contractor shall be responsible for the maintenance, and replacement of the ITS equipment in conjunction with the City's ITS contractor. The ITS system equipment may be under maintenance warranty with the ITS provider. Service Contracts may be available for the Proposer to purchase from the ITS vendor.
2. The Contractor shall assure and document in writing that each individual involved in the maintenance of the ITS have been thoroughly trained and is proficient in the appropriate maintenance procedures and requirements under manufacturers and industry standards.

E. Data Collection: The Contractor will be responsible for accurate and regular collection and review of all transaction logs, pull-out sheets, incident logs, and other information collected or reported on the ITS system. All transactions and data entered must be entered in real time. Activity summaries shall be included in the monthly report.

F. Remove and Install ITS Equipment: The Proposer shall be responsible for the removal of ITS and communication equipment from retired Revenue and Non-Revenue Vehicles and the installation of same onto replacement Revenue Vehicles as directed by BCT transit staff. BCT has new ITS wiring harnesses installed by the bus manufacturer when new buses are ordered so that only existing hardware needs to be removed from existing retired units. BCT shall be responsible for the cost of acquiring and installing new equipment on a new bus if there is not sufficient or serviceable ITS and communication equipment for transfer from retired to new buses.

5.0 TRANSITION OF VEHICLES

The fleet inspection and turnover process will be finalized at the first transition meeting between the City and the representatives of the current and incoming Contractors. No less than 4 weeks prior to the transition date representatives of the two Contractors, overseen by the City, will jointly inspect each vehicle in the BCT fleet and prepare a detailed list of any defects or deferred maintenance items and also review the maintenance records of each vehicle to ensure their completeness. The City will meet with the representatives of both Contractors to review the listings of defects/deferred maintenance by vehicle and will determine which defects or deferred maintenance items are to be corrected by the current Contractor at their cost. During the week prior to transition, representatives of the two Contractors will reinspect each vehicle to verify that the identified work has been completed.

If necessary, the City has the right to bring in an independent third-party maintenance expert to inspect and resolve issues of deferred maintenance or body repair. The outgoing Contractor is responsible for returning all BCT vehicles to the City in roadworthy and fully-operable condition, normal wear and tear excepted. The incoming Contractor shall not be financially responsible for correction of deferred maintenance or body damage existing at the time of vehicle transfer.

EXHIBIT "C"
REQUEST FOR PROPOSALS

See attached.

**CITY OF REDONDO BEACH
COMMUNITY SERVICES DEPARTMENT**

**Request for Proposals
2425-003
For**

**Operation and Maintenance of
Beach Cities Transit
Fixed Route Transit and Dial-A-Ride Services**



**RFP Released: October 17, 2024
Proposals Due: November 22, 2024**

**Proposals Must Be Delivered To:
City of Redondo Beach - Purchasing
415 Diamond Street
Redondo Beach, CA 90277**

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Documents Posted through the City’s procurement portal hosted by OpenGov on the City’s website at <https://procurement.opengov.com/portal/redondo>

1	Current Management Contract and Amendments
2	Monthly Management Reports/Invoices for April- June 2024
3	Sample TAP Reports
4	BCT service maps and schedules
5	BCT Reasonable Modification Policy
6	City of Redondo Beach Title VI Program Plan 2024
7	PTASP Document
8	ZEB Rollout Plan
9	BCT TSS Final Report
10	Administrative Report and PP presentation
11	Required Proposal Forms (PDF Writable)
12	Exhibit C Cost Proposal (Excel file)

**ANNOUNCEMENT OF
REQUEST FOR PROPOSALS**

**REQUEST FOR PROPOSALS #2425-003
FOR OPERATION AND MAINTENANCE
OF BEACH CITIES TRANSIT
FIXED ROUTE TRANSIT AND DIAL-A-RIDE SERVICES**

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced firms for the contract operation of the Beach Cities Transit fixed route and WAVE Dial-A-Ride services (Beach Cities Transit or BCT) commencing on July 1, 2025. This established program, operated under the name Beach Cities Transit, operates two (2) fixed routes along defined routes within the City of Redondo Beach and the adjacent communities of Hermosa Beach, Manhattan Beach, El Segundo and a few miles into Los Angeles to Los Angeles International Airport (LAX). WAVE Dial-A-Ride services operate within the Cities of Redondo Beach and Hermosa Beach and to designated satellite medical destinations outside the city.

Redondo Beach is a full-service city with its own police, fire and public works departments, two public libraries, a performing arts center, fifteen parks, seventeen parkettes, a large recreational and commercial harbor including King Harbor, a 1,400-slip private craft port; the Redondo Beach Pier and Seaside Lagoon; and public beaches. City will provide Contractor with: system planning and administration; notification of service changes; transit service vehicles; real-time related equipment (CAD/AVL, computers, monitors and field supervisor's tablet), security cameras, transit bus annunciators, fareboxes and electronic fare card readers, and related operating and maintenance facilities; and compressed natural gas (CNG) vehicle fuel.

Contractor's duties as outlined in the RFP include: day-to-day management and financial administration of the system; provision of all staff to include, but not limited to drivers, dispatchers, maintenance and service workers, clerical, supervision, and related personnel required to manage and operate the services described in the scope of work; safety and training; information services; record keeping and reporting; collection and accounting for farebox revenue; insurance; and drug testing in compliance with FTA requirements. Contractor shall provide Zero Emission Bus (ZEB) professional expertise to support the City's efforts towards ZEB operations transition. The City plans to initiate the transition to ZEB transit operations during the term of the agreement and to complete the transition by 2040. The City's ZEB Roll-Out provides detail of the various projects in order to complete this effort, which include the construction of a new operations and maintenance facility, installation of charging infrastructure and ZEB procurement.

The base term of the agreement shall be six (6) years beginning July 1, 2025 and ending June 30, 2031. Upon completion of the base term, City may extend the contract for two, (2) two-year extensions at the sole discretion of the City. Compensation for each year of this option may increase no more than the annual increase in the Consumer Price Index

for the State of California (Los Angeles-Riverside-Orange County statistical area) for the most recently reported calendar year.

Please refer to Section 2, Procurement Process and Schedule, for important deadlines. A pre-proposal conference will be scheduled for Wednesday, October 31 at 10:00 a.m. PST in the City Council Chambers at 415 Diamond Street, Redondo Beach California.

SECTION 1 INTRODUCTION, BACKGROUND AND SUMMARY OF SERVICES

CITY OF REDONDO BEACH

Redondo Beach is a full-service city with its own police, fire and public works departments, two public libraries, a performing arts center, fifteen parks, seventeen parkettes, a large recreational and commercial harbor including King Harbor, a 1,400-slip private craft port; the Redondo Beach Pier and Seaside Lagoon; and public beaches.

Located in the coastal edge of Los Angeles County, just twenty miles from downtown Los Angeles and seven miles south of Los Angeles International Airport, Redondo Beach has been a preferred resort destination for more than a century and one of the most desirable areas to live in the country. The City's population has been slowly, but steadily growing in the past few years. As of July 2020, the Census reports a total population of 68,918.

Significant concentrations of employment and retail activity include the northern industrial complex anchored by the Northrop Grumman Corporation campus; the Harbor/Pier area; the South Bay Galleria a regional mall anchoring the east end of the city; and an eclectic mix of specialty shops, restaurants and services known as the Riviera Village area in the south end of the city.

CURRENT TRANSIT SERVICES

Current BCT operations include the WAVE senior/disabled Dial-A-Ride service and two fixed routes – Lines 102 and 109. The City currently contracts with Transportation Concepts for BCT operations and maintenance. The current contract rate is \$50.27 per hour, an annual fixed cost of \$107,124.44 proportionally billed on a monthly basis and is based on 42,000 revenue hours. The City also requests a limited number of special service hours (40 to 50 hours annually).

The City is responsible for promoting and marketing BCT fixed route and dial-a-ride services. The Contractor supports the City's promotion and marketing efforts; posts and distributes materials.

1. Beach Cities Transit Fixed Route Service

The BCT fixed route service area for Lines 102 and 109 includes Redondo Beach, Hermosa Beach, Manhattan Beach, El Segundo and a few miles into Los Angeles. The service area population is approximately 285,540 in the South Bay region. The fixed route service utilizes 14 compressed natural gas (CNG) vehicles, with 10 vehicles operated in peak service.

BCT Line 102: Line 102 provides local transit service in Redondo Beach between the Pier, the Redondo Beach Metro C (Green) Line Station, the South Bay Galleria, and the Redondo Beach Transit Center (RBTC) – providing approximately 13,639 annual vehicle revenue hours in FY 2023-2024. The line serves heavy student ridership at Redondo Union High School. In FY 2023-2024, Line 102 boardings totaled 107,130 and it logged 113,433 vehicle revenue miles.

In addition to the scheduled Line 102 service, school tripper services operate when school is in session, each school day morning and afternoon during the Redondo Union High School year. Generally, three (3) tripper runs are operated in the morning and three (3) in the afternoon, totaling approximately 879 annual service hours. These are open-door services available to the general public but operated to handle the heavy loads of school-age transit riders. During the first two months of the school year, a fourth “sweeper” will be operated as needed to accommodate over-load situations and late students. A transit supervisor is also assigned to the High School transit stop to assist in afternoon boarding during this period and as needed. Trippers do not stop at the RBTC.

BCT Line 109: Line 109 provides service along the coastline from Riviera Village to the LAX City Bus Center, providing 20,307 annual vehicle revenue hours in FY 2023-2024. The line travels through Redondo Beach, Hermosa Beach, Manhattan Beach, El Segundo and a few miles into Los Angeles. Line 109 also serves the Metro C (Green) Line at the Douglas Station and the Aviation Station. In FY 2023-2024 Line 109 passenger boardings totaled 142,877 and it logged 248,781 vehicle revenue miles.

BCT service maps and schedules can be found on the BCT website at <http://www.beachcitiestransit.org>.

2. WAVE Dial-A-Ride Service

The WAVE provides curb-to-curb dial-a-ride service throughout the cities of Redondo Beach, Hermosa Beach and to and from any medical facility within the boundaries of Pacific Coast Highway to the west, Marine Avenue to the north, and Hawthorne Boulevard to the east. There are also designated satellite facilities in the Cities of Manhattan Beach and Torrance.

The WAVE service is provided for senior (62+) and disabled residents of Redondo Beach and Hermosa Beach. The service utilizes six (6) compressed natural gas (CNG) vehicles with four vehicles used in peak service. The WAVE operated 7,387 annual vehicle revenue hours in FY 2023-2024. In FY 2023-2024 WAVE passenger boardings totaled 10,603 and it logged 58,351 vehicle revenue miles.

3. Redondo Beach Transit Center

The Redondo Beach Transit Center (RBTC) opened in January 2023 and is located directly adjacent to the north and east of the BCT Operations and Maintenance Facility at 1521 Kingsdale Avenue, Redondo Beach. The transit center is a major transit connection,

served by Metro, Torrance Transit, GTrans, Lawndale Beat, and BCT Line 102 (excluding school tripper runs). The Transit Center includes 11 bus bays, a passenger waiting area, automated transit ticket machine, driver operator lounge, bike facilities, and 339 parking spaces.

BCT FUNDING

The City funds BCT using Proposition A Local Return Funds, Formula Allocation Funding (FAP) and revenue from BCT operations. Capital expenditures are funded with State, Local and Federal Funds.

1. Proposition A Funds

Proposition A is a voter approved ½ cent sales tax in Los Angeles County, which is allocated to cities based on population. Proposition A monies can only be used for transit-related purposes and back-fill transit related operating costs that are not covered by other sources.

2. Formula Allocation Funds

In its role as the regional planning and programming agency, Metro allocates funding to sixteen included transit operators in Los Angeles County using a process known as the Formula Allocation Procedure (FAP). The FAP allocation relies on the transit operator's revenue vehicle miles, fare revenue, base fare, and number of fare units, and increases as ridership grows.

3. BCT Bus Passes

The City sells BCT monthly bus passes. Revenue from BCT bus pass sales is used to assist in funding the BCT System. BCT bus pass sales generate revenues of approximately \$45,000. Contractor has no responsibilities relating to bus pass sales.

4. Passenger Fare Revenues

All passenger cash fare revenues from BCT and WAVE services are collected and counted by the Contractor and then picked up and deposited by an armored car service. The City also receives fare revenues directly from Metro for TAP stored value and EZ pass users, and from Access Services for Access ADA riders. All passenger fare revenues are the property of the City and are used to fund the BCT system.

EXISTING CONTRACT

The current contract for management and operation of the Beach Cities Transit system is held by Transportation Concepts and is now scheduled to expire on June 30, 2025. Transportation Concepts has operated BCT services since January 2011. During the most recent completed contract year (July 1, 2023– June 30, 2024), payments to Transportation Concepts totaled \$3,616,171.90 in compensation for all fixed monthly rates, variable hourly rates, any special services provided. The Contractor uses the *Simply Paratransit* system for reservations, scheduling and dispatch of WAVE Dial-A-Ride trips.

The current agreement between the Authority and Transportation Concepts, including any amendments, and copies of the contractor's invoices and monthly management reports for a sample three-month period is will be posted in the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>

PENDING ISSUES

The following issues, new programs and possible service changes may impact this contract and should be taken into consideration in submission of any proposal.

BCT Route Changes

In 2022, the City completed the BCT Transit Services Study (TSS) which evaluated transit services, proposed plans for service changes, and recommended ZEB fleet types.

The regional projects that are in progress and that directly affect the Line 109 route include the LAX Landside Access Modernization Program (LAMP) and the LAX/Metro Transit Center Station (AMC). LAMP includes connecting an Automated People Mover to the AMC Intermodal Transportation Facility.

The AMC will principally impact BCT Line 109 through rerouting and, ultimately, centralization of public transit services at the Intermodal Transportation Facility, which will be located between Westchester Parkway and 96th Street. BCT Line 109 presently operates along Century Blvd. from Aviation Blvd. to Airport Blvd., then north on Airport Blvd. and west on 96th Street to the LAX City Bus Center; this route will be realigned to the Intermodal Facility once it is operational in 2025. Options available to the City are to operate Line 109 to the Intermodal Facility or terminate BCT services at the Metro Green Line Aviation Station. The BCT TSS recommended Line 109 route changes which are currently in the planning phase and will be implemented in early 2025. Other BCT route changes were recommended in the BCT TSS which are planned for implementation during the term of the agreement.

Operations & Maintenance Transit Facility Study and Construction Project. In order to meet the City's Roll-Out Plan objectives, during the term of this agreement, the City expects to undertake Transit Operations & Maintenance Facility (OMF) replacement site study specifically to address the future operation of a fleet of zero emission buses. The successful contractor will be expected to participate and provide support to this effort, as construction of the new OMF will be initiated. However, it is not known at this time if this effort will result in the occupation of a new transit facility during the term of this agreement including any extensions. The new OMF is planned to be constructed adjacent to the current operations facility, on the transit center parking lot.

Zero Emission Rollout Plan

In response to the newly-adopted ZEB requirements of the California Air Resources Board, the City will initiate implementation of the ZEB rollout plan. The construction of a new OMF with charging infrastructure will begin prior to any ZEB procurements. The

contractor shall provide operational and management input into the ZEB compliance planning process along with siting and design assistance for future ZEB infrastructure.

Revenue Vehicle Replacement

No fleet expansion projects are planned during the term of this agreement. Currently the planned fleet replacement includes up to eleven (11) CNG buses to be replaced with CNG buses for the Fixed Route service. The current fixed route fleet includes El Dorado National (ENC) EZ Rider buses, however due to their recent decision to end business, the capital bus replacement schedule has been delayed until a new bus vendor can be determined. The City may also initiate procurements for BEBs, pending the progress of the new OMF construction. The planned Vehicle Replacement Schedule is shown as Attachment 4. The Fleet Inventory list is shown as Attachment 1 to this RFP.

Bus Advertising

During the term of this agreement, City may implement a program placing advertisements on the BCT buses. If implemented, Contractor shall coordinate with City and the ad company regarding the installation, removal and replacement of advertisements on BCT buses.

SECTION 2 PROCUREMENT PROCESS AND SCHEDULE

The City of Redondo Beach (City) is soliciting a Request for Proposals (RFP) # 2425-003 from qualified firms for the contract operation of fixed route and dial-a-ride service (Beach Cities Transit or BCT) commencing on July 1, 2025. The City seeks proposals for a six (6) year agreement with two, (2) two-year extensions at the sole discretion of the City.

All proposals will be for the complete management, maintenance, and operation of BCT so that nothing remains to be purchased, provided or supplied by the City, other than as noted within the provisions of this RFP.

Submittal Instructions

Responses may be submitted electronically through the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>

or submitted by courier, mail or in-person to:

Robert Norman - Purchasing
Attn: RFP#2425-003
415 Diamond St., Door 1
Redondo Beach, CA 90277

The deadline for submission of your response is November 22, 2024, by 2:00 p.m. Responses received after the deadline will not be accepted.

If you submit a hard copy of the proposal to the City then proposers are required to provide a scanned copy of the proposal on a flash drive.

City of Redondo Beach Beach Cities Transit Proposal # 2425-003

Proposals will not be opened publicly, and the City will endeavor to keep the proposals confidential until a preferred proposer is recommended to the City Council.

SCHEDULE

Note that all times specified are Pacific Standard Time.

- | | |
|--|------------------------------------|
| ▶ Request for Proposals Issued | October 17, 2024 |
| ▶ Pre-proposal Conference | 10:00 a.m. October 31, 2024 |
| ▶ Deadline for Submission of Questions | 3:00 p.m. November 4, 2024 |
| ▶ Final Addenda and Answers Issued | November 12, 2024 |
| ▶ PROPOSALS DUE | 2:00 p.m. November 22, 2024 |
| ▶ Evaluation Period | Dec 2, 2024 – Jan 23, 2025 |
| ▶ Interviews | Wednesday, January 27, 2025 |
| ▶ Contract Award | March 18, 2025 |
| ▶ START OF SERVICE | <u>July 1, 2025</u> |

***City of Redondo Beach
RFP #2425-003 for Operations and Maintenance
Beach Cities Transit***

PRE-PROPOSAL CONFERENCE

A voluntary pre-proposal conference will be held on Wednesday, October 31, 2024 at 10:00 AM PST in the Redondo Beach City Council Chambers at 415 Diamond Street, Redondo Beach. Proposers should contact the City at bct@redondo.org if they intend to attend the meeting. Arrangements will be made for attendees to do a walk-through of the Kingsdale Operations and Maintenance Facility immediately following the Pre-Proposal conference.

WRITTEN QUESTIONS/SOLE POINT OF CONTACT

Proposers must submit all written questions and requests for clarification or additional information regarding this RFP by 3:00 PM PST on Monday, November 4, 2024, through the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>

If you have any procedural questions regarding using the procurement portal or issues obtaining information or documents, please contact:

Robert Norman, Purchasing Administrative Analyst
E-mail: robert.norman@Redondo.org
Telephone: (310) 318-0602

The City will not respond to questions received after the deadline. Responses to the questions will be documented and distributed simultaneously to all proposers on record through the form of an addendum and posted on the City's procurement portal hosted by OpenGov on the City's website.

When you download the RFP from OpenGov.com you must select to follow the project in order to receive addenda, notices and other communication related to this RFP.

The sole point of contact for this RFP will be Robert Norman. Proposers may not contact other City officials or staff regarding this RFP.

PROPOSAL REQUIREMENTS

Each proposal will meet all the terms and conditions specified in this RFP. Proposer acknowledges agreement with the acceptance of all provisions of this RFP.

Each proposal should contain the following:

- A. Cover Letter. Each proposal will include a cover letter that identifies the firm, address, phone number and contact person. The cover letter must include acknowledgement of all addenda and provide a statement that the proposal is valid for 180 days after the RFP

submittal deadline. The cover letter must include the original signature of an individual with the authority to negotiate on behalf of, and to contractually bind, the proposer. The cover letter should highlight major elements of the proposer's qualifications and proposal, including a brief description of the proposed implementation plan and schedule.

- B. Proposer's Background. Proposers, and their management teams, must have a minimum of 5 years' experience in providing commuter, fixed route, and paratransit services with systems having 25 vehicles or more. This experience must include a minimum of three (3) separate and distinct public transit systems that receive Federal Section 5307 transit funding. Proposer shall have three (3) years of experience in ZEB OMF facility planning, ZEB procurements, and charging infrastructure, and related safety and management systems.
- C. Service Delivery Approach. Proposers must demonstrate an adequate understanding of the project, the City's expectations for BCT operations and service, and the proposer's intended methodology for providing service.
- D. Project Management, Qualifications, and References. Proposals must detail the experience and qualifications of, at a minimum, the proposed Project Manager, Maintenance Manager, supervisory staff, and identify experienced ZEB staff. Resumes shall provide references with current contact information and document the experience and qualifications specified in the Scope of Work for each position.
- E. Cost Proposal
- F. Proof of Insurance including disclosure of any and all deductibles, self-insurance and Self-Insured Retentions, including the dollar amounts of each.
- G. Qualifications and Client References
- H. Supplemental Information
- I. Required Forms and Certifications. Complete and submit, along with proposal, all required forms and certifications contained in Section 6, Required Forms.

1. Ability to Perform and Meet Requirements of this RFP

The proposer will provide sufficient information to enable the City's evaluation committee to evaluate the proposer's ability to perform and meet the requirements of this RFP. Such information will include, but not be limited to, the following:

- A. Proposer's organizational structure and resources available to support the BCT operations. Be specific regarding level of effort, staffing levels based on full-time equivalent positions [FTE = 2000 labor hours per year], location if not in Redondo location, etc.

- B. Identify all project management and supervisory personnel proposed for assignment to the BCT. Provide a resume, academic and professional training, accreditation and qualifications, including commercial driver's license number and expiration date, if appropriate, for each individual.
- C. Describe the proposer's experience providing publicly contracted fixed route and/or demand-response services, preferably using systems located in California. Present at least three and no more than five examples of publicly funded transit clients similar in scope. For each, provide the following:
- Name of the agency
 - Name of contact person, title, and phone number
 - Contract amount and term
 - Number of vehicles, listed by fuel type (CNG, BEB, HFC, etc)
 - Fuel systems: list number of CNG fuel stations, charging stations, method of Hydrogen delivery
 - ZEB Charge stations, Charge Management systems, HFC fuel stations
 - Annual revenue hours
 - Length of association (if no longer an active client, indicate end date and reason)
 - Experience with retrofitting and/or construction of OMF to operate ZEB vehicles
- D. Any past, current, or pending financial or legal issues that may jeopardize proposer's ability to operate BCT.
- E. Any bankruptcy filings (provide details).
- F. Any public transit agency contracts terminated prior to the contract's intended expiration date (provide details).
- G. Any restrictions, exceptions, or accommodations that may impact your firm's successful provision of services to BCT.
- H. Any citations, fines or orders to stop operations from a regulatory agency or client for accidents caused by negligence within the past five years.
- I. Approach, capacity, and management philosophy for administration, management and operation of BCT.
- J. Organization of the BCT operation. Identify by title, scope of duties, and proposed wage for all personnel proposed for assignment to BCT. Provide an organizational chart showing chain of command, scope of duties, percent of time to be assigned to the project and number of full-time and part-time staff budgeted for each position.
- K. Hourly wages and benefits for each job classification proposed in your BCT staffing plan. For vehicle operators and maintenance technicians, provide starting wage rates, rates

by year-of-seniority or technician level, and budgeted increases for each year of the base term.

- L. Hiring/screening procedures for the selection of qualified vehicle operators, dispatchers, and maintenance personnel.
- M. Personnel handbook and drug and alcohol testing practices.
- N. Training programs for new and currently licensed vehicle operators, dispatchers, and support personnel, including the number of hours of classroom, behind-the-wheel and other instruction.
- O. Operating supervision to be provided during all hours when BCT vehicles are on the road, road supervisor capabilities for observation of services, provision of assistance when required and response to accidents/incidents involving BCT vehicles and services, and road call response to avoid and minimize late and missed runs.
- P. Safety, security, and risk management plans and training.
- Q. Customer service training and standards.
- R. Comprehensive reservations system and dispatch plan proposal. Indicate staffing, computer or other system to be used, training to be provided and sample forms for the system to be used.
- S. Methodology for assessing on-time performance in fixed route and dial-a-ride services and techniques to ensure the accuracy of data collected, including the use of real-time information systems.
- T. Fare collection and reconciliation activities, procedures for safeguarding and depositing fare revenue as directed by the City, and fare revenue reporting, including the use of external/internal smart card reporting systems. Highlight controls to ensure the safety of the fare monies and accuracy of fare related accounting and reporting.
- U. Data collection, record keeping, and NTD reporting practices and other FTA requirements. Provide a sample of the monthly reports that would be submitted.
- V. Plan to operate, maintain, and clean BCT fleet, equipment and facilities as required by this RFP. Include inspection schedules, staffing levels and approach, maintenance schedules, cleaning schedules, etc. Explain how maintenance will be scheduled to avoid disrupting regularly scheduled BCT service. How and where vehicle cleaning requirements will be satisfied.
- W. Operating facility plans providing information about how your firm will occupy and use the Kingsdale facility and detailing any equipment to be provided for use for

administration, operations, maintenance and servicing and any modifications proposed to the facility.

- X. Project implementation plan describing the activities and procedures that will be followed to ensure the smooth transition and start-up of the service. The plan should identify responsibilities and also document recruitment and training schedules, start-up plan, start-up costs, acquisition of necessary equipment, permits, licenses, and any other activities required to support the project.
- Y. Proposal should also describe and discuss Contractor's experience with and technical resources and staff which will be available if needed to address and assist with emerging service issues such as real-time information system technology implementation and operation, operating facility requirements and Zero Emission Bus and infrastructure planning.

2. Financial Statements

Provide audited financial statements or financial reviews for past two years. Financial statements or reviews must provide a thorough summary of the financial stability and capacity of the proposing firm and its parent company, if any.

3. Compliance With or Deviation from Specifications

Proposer hereby agrees that the material, equipment and services offered will meet or exceed all the requirements of the specifications in this RFP and that no deviations have been proposed or exceptions taken. Proposals failing to comply with this requirement will be considered non-responsive.

PROPOSAL EVALUATION AND AWARD PROCESS

This procurement will comply with all applicable City procurement policies and procedures. Contractor selection is subject to approval by the Redondo Beach City Council. Evaluation factors as outlined below will be applied to all eligible, responsible, and responsive proposers in comparing proposals and selecting the successful proposal. The City is not obligated to accept the lowest cost proposal but will make an award in its best interests after all factors have been evaluated. Therefore, proposals should be submitted in the most-favorable terms.

The evaluation committee will select a proposer with which the City will negotiate an agreement in the sample shown in Section 5, Transit Service Agreement, that will be recommended to the City Council for review and approval.

EVALUATION CRITERIA

Each proposal will be evaluated and ranked by the evaluation committee. Factors to be considered, and the corresponding weight for each, are shown below.

The evaluation committee may also contact and evaluate a proposer's and subcontractor's references; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

Evaluation Criteria	Points
<p>Experience and Technical Competence Proposals will be evaluated in terms of demonstrated experience in similar projects, current client references and contract status, past contracts and reasons for separation/termination. Proposals should demonstrate Contractor's understanding of system requirements and ability to meet system performance goals as well as comply with all technical, administrative, and Federal contracting requirements. Scoring will also consider the Contractor's ability and experience in supporting and advising the City in technical areas including, but not limited to, ZEB operations planning and implementation, ZEB facility and fuel system operations, database systems, and real-time info systems.</p>	15
<p>Qualifications of Key Personnel Qualifications and experience of Project Manager, Maintenance Manager, other named personnel, and ZEB Corporate Support staff.</p>	25
<p>Personnel Management Program Adequacy of wage and benefit packages, employee incentive program, employee selection process and drug and alcohol policy. Emphasis will be placed on adequacy of training programs and demonstrated safety record.</p>	20
<p>Vehicle Maintenance Program Demonstrated capability to maintain BCT fleet at superior level of service readiness and to minimize downtime and service calls. Adequacy of maintenance program and equipment proposed.</p>	15
<p>Cost Effectiveness Appropriateness and adequacy of proposed operating costs, proposed annual increases over the potential base and option periods.</p>	15
<p>Financial Viability Overall financial condition and ability to operate profitably, ability to meet City contract and insurance requirements.</p>	10
Subtotal Points	100
Bidding Preference for Retention of Employees [10%] (1)	10
Total Possible Points	110

(1) See Retention of Existing Employees, page 47.

The evaluation committee, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer(s).

After evaluation of the proposal and discussion with selected proposers or recommended contractor, the City reserves the right to further negotiate the proposed work scope and/or method and cost.

Contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City, including: the proposal criteria described in the Evaluation Criteria table on the previous page; results of background and reference checks; results from the interviews and presentation phase; and proposed cost.

Contract award is contingent upon the successful negotiation of final contract terms. Negotiations will be confidential and not subject to disclosure to competing proposers. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with other proposers or withdraw the RFP.

ACCEPTANCE PERIOD

All proposals must include a statement that proposals are valid for 180 days after the RFP submission deadline.

AUTHORIZED SIGNATURES

Every proposal must be signed by the person or persons legally authorized to bind the proposer to a contract. Upon request of the City, the corporation or other entity will provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

PROTESTS

City policy requires that all prospective contractors be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively. "Interested party" is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

Each solicitation above the small purchase threshold shall contain the following notice:

For Federal grant funded procurement, the administrative rules and resolution of protests is set forth in the City's Administrative Policy/Procedures (APP) 5.07, Section II, Sub-

Section O. The City shall furnish a copy APP 5.07 upon request. Chapter VII, Sec. 1.b. of Federal Transit Administration (FTA) Circular 4220.1 F addresses an appeals process for reviewing protests where federal funds are involved. FTA will only review protests regarding matters that are primarily of Federal concern.

Submittal Procedures

An interested party wishing to protest a matter involving a proposed procurement or contract award shall file a written submission with the Community Services Department Director or designee by email or certified mail. The protest shall include, at a minimum:

- (a) The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
- (b) Identity of the contact person for the protestor, including name, title, address, telephone, fax and e-mail addresses. If the contact point is a third party representing the protestor, the same information must be provided, plus a statement defining the relationship between the protestor and the third party;
- (c) Identification of the procurement;
- (d) A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
- (e) Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
- (f) A complete discussion of the basis for the protest, including all supporting facts, documents or data;
- (g) A statement of the specific relief requested; and
- (h) A notarized affirmation by the protestor (if an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the Internet may be referenced with an appropriate link.

Protests shall be submitted in accordance with the requirements and procedures included in the solicitation and shall be addressed to the Community Services Department Director or designee.

The written protest must be submitted by email or certified mail to:

Robert Norman - Purchasing
Attn: RFP#2425-003
415 Diamond St., Door 1
Redondo Beach, CA 90277
Email: robert.norman@redondo.org

Protests received by the City after the time periods specified herein shall be considered untimely and may be denied on that basis unless the Community Services Department Director or designee concludes that the issue(s) raised by the protest involves substantial prejudice to the integrity of the procurement process.

The Project Manager, or an assigned alternate City Manager in cases where the conduct of the Project Manager for the procurement is called into question, shall conduct the administrative processing of protests filed with City, and shall be responsible for the processing, documenting a protest, and recommending a decision to the Community Services Department Director or designee.

The Community Services Department Director or designee shall be responsible for overseeing the decision process and for the content of the decision. The Director shall ensure that all relevant parties within the City have been involved in the decision-making process and shall, as circumstances require, obtain the concurrence of the City Manager or other personnel in a decision prior to its issuance. The Community Services Department Director or designee shall request legal counsel to review and advise concerning any legal issues involved in a protest.

The City may decide a protest solely upon the written submission. The protest submission should, therefore, include all materials necessary to support the protester's position. Additional or supplemental materials may only be submitted at the request of, or with the permission of, the Community Services Department Director or designee.

If the procurement uses Federal funds, a notice of receipt of a protest must be given to the appropriate regional office of the Federal Transit Administration (FTA). The form of notice may be specified by the regional office.

Protests of the Specifications/Solicitation Process

A protest related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the proposal due date. If the protest addresses an amendment to the solicitation, it must be received no later than five (5) working days after the date of issuance of the amendment. In no event, however, may a protest of this nature be submitted after bids or proposals are received. The protest must conform in all respects to the requirements set forth above, including the specified deadlines.

All bidders/proposers on record will be notified upon receipt of such a protest via the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>

In order to receive notification, bidders/proposers must be following the project (RFP#2425-003) in City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>

Unless the City determines that delay will be prejudicial to the interest of City or that the protest patently lacks substantial merit, the solicitation process will be extended pending resolution of the protest.

Should the protest be upheld in whole or in substantial part, the City may either (1) amend the solicitation to correct the document or process; accordingly, or (2) cancel the solicitation in its entirety. If the solicitation is amended, the time for receipt of bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision. If the protest is denied, the solicitation shall proceed as if the protest had not been filed, unless the protester pursues the protest with the Federal Transit Administration (FTA), or otherwise appeals the decision of the Community Services Department Director or designee, as defined below.

Protests received by City after the time periods specified above shall be considered untimely and may be denied on that basis unless the Community Services Department Director or designee concludes that the issue(s) raised by the protest involves substantial prejudice to the integrity of the procurement process.

Protests of the Evaluation Process/Recommended Award

Any proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

- (a) That the recommended awardee does not meet the requirements of the solicitation;
- (b) That the bid or proposal recommended for acceptance does not meet the criteria of the solicitation or award; and
- (c) That the evaluation process conducted by the City is improper, illegal, or the decision to recommend award is arbitrary and capricious.

All bidders/proposers on record will be notified via the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo> of the recommended award, upon a determination by City staff of a recommendation to be submitted to City Council for their approval.

In order to receive notification, bidders/proposers must be following the project (RFP#2425-003) in the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>

A protest related to the evaluation process and/or recommended award must be received no later than five (5) working days after the date the notification of recommended award is posted on the City's procurement portal hosted by OpenGov.

Evaluation of Protests

Upon receipt of a protest, the City shall notify the applicable parties involved in the procurement and such City personnel or others as may be appropriate or necessary to determine the validity of the protest. Copies of the protest submittal, or portions thereof, may be provided to the notified parties as appropriate.

The Community Services Department Director or designee shall redact information from any submission under the protest process which has been identified as proprietary and qualifies as protected from disclosure under the State Public Records Act, as determined by the City, prior to furnishing such submission to any other party, unless the person furnishing the information consents, in writing, to distribution of the information to other interested parties.

The Community Services Department Director or designee may request additional written information from the protestor or other parties, as necessary to determine the validity of the protest. A formal or informal hearing may be held. If a formal hearing is held, testimony shall be given under oath and a transcript or electronic recording of the proceeding shall be made; the transcript or recording shall be provided to the protestor and made part of the protest record.

Decision

Upon receipt and evaluation of all relevant information, including any pertinent law or regulations, the Community Services Department Director or designee shall prepare a written decision. The decision will contain four parts:

- I. SUMMARY – Describes briefly the protesting party, the solicitation involved, the issues(s) raised, and the decision.
- II. BACKGROUND – Describes in more detail the history of the solicitation and the procurement events leading to the protest, the date the protest was received, and the process by which it was evaluated.
- III. DISCUSSION - Identifies the issue or issues raised by the protestor, and the factors considered in reaching a decision, and the rationale for the decision.
- IV. DETERMINATION - States the decision and any remedy or subsequent action, e.g., cancellation of the procurement, resulting from it.

Ordinarily, each issue raised in the protest will be discussed separately in Parts III and IV.

Protests will be considered and either denied or sustained, in part or in whole, by the Community Services Department Director or designee in writing. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted electronically via email to the protestor, proposer and/or other interested parties, as appropriate. Such decision shall be final, except as provided in the Appeals section below or by applicable law or regulation.

Decisions shall be signed and issued electronically via email by the Community Services Department Director or designee. The protest document, the decision, and all other documentation related to the decision shall be public record except as otherwise provided by the State Public Records Act or City's regulations and policies.

A notice of the decision shall be posted to the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo> within five (5) working days of receipt of the protest. The Community Services Department Director or designee may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

In order to receive notification, bidders/proposers must be following the project (RFP#2425-003) in the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>

Appeals

Decisions of the Community Services Department Director or designee may be appealed to the City Manager by the protestor within five (5) working days after the decision is issued to the protestor. The appeal shall be addressed to the City Manager, shall be submitted in writing electronically via email or certified mail and shall state with specificity the basis for the appeal. A copy will be provided to the Department Director or designee.

The City Manager or designee shall review the written record of the protest and may conduct such further investigation as is deemed necessary or appropriate to reach a decision. The decision of the City Manager will ordinarily be issued electronically via email within fifteen (15) working days of receipt of the appeal; this time period may be extended if necessary to complete an investigation. The decision of the City Manager shall be final and conclusive, except for such remedies as state or federal law or regulation may provide.

The appeal must be submitted by email or certified mail to:

Robert Norman - Purchasing
Attn: RFP#2425-003
415 Diamond St., Door 1
Redondo Beach, CA 90277

Email: robert.norman@redondo.org

Record of Protest

Upon receipt of a protest, the Project Manager shall establish a separate file in which a complete record of the protest shall be maintained. The file shall constitute a separate portion of the overall procurement file.

The procurement protest file shall include reasonable and adequate documentation of the protest and outcome of the protest. Protest file documentation should be proportional to the size and complexity of the protest.

The protest file should, at a minimum, include the following:

- I. The protest, including supporting documentation
- II. Record of determination of protest timeliness
- III. Record of internal distribution of protest
- IV. Record of internal responses to protest
- V. Record of legal review
- VI. Determination and findings, including supporting documentation
- VII. Protester response/appeal
- VIII. Result of appeal
- IX. Notice of cancellation of solicitation, if applicable

SECTION 3 COMPENSATION

3.1 CONTRACTOR COMPENSATION

City shall compensate Contractor on a monthly basis in arrears for performance of the services as specified in Section 4, Scope of Work, of this RFP. Contractor compensation shall be constituted as follows:

3.1.1 Fixed Fee

Contractor shall be paid a Fixed Fee for each Contract Period, payable in monthly installments, to cover the costs of performing those services set forth in Section 4, Scope of Work, which must be provided or available regardless of the level of service ("Fixed Costs"). Typically, Fixed Costs shall include, but are not limited to, the following cost elements: all salaries and wages and associated fringe benefits other than those related to vehicle operators; overhead costs; uniforms; physicals and drug/alcohol tests; office furnishings, equipment and supplies; maintenance equipment and shop tools; vehicle insurance; oil and lubricants; mobile and base radios and radio licenses; vehicle maintenance and repairs; radio maintenance; report reproduction; and management fee.

3.1.2 Fixed Hourly Rate

On a monthly basis, Contractor shall be paid a Fixed Hourly Rate for each documented Vehicle Revenue Hour of service operated during that month, within the authorized service levels specified in this agreement. Such costs shall include, but are not limited to, the wages and benefits of vehicle operators, maintenance parts and supplies, outside repairs, overhead and related profit or fee.

The Contractor shall assume the operation of 42,000 Vehicle Revenue Hours for each 12-month period of the Base Term of this contract and for each of the years of the two (2), two-year option term. The projected breakdown of these Vehicle Revenue Hours between the BCT fixed routes and WAVE Dial-A-Ride is shown in Section 4, Paragraph 3.6 Service Levels to be Operated.

3.1.3 Extra Services

Should extra services be operated at the direction of City, Contractor shall be compensated at the vehicle revenue hour rate then in effect and that compensation shall be in addition to the Total Annual Cost specified in the Cost Proposal. Out-of-contract rates for non-driving services provided by Contractor shall be based on driver wages and benefits only.

3.1.4 Pass-Through Costs

On a monthly basis, Contractor will also invoice City for reimbursement of certain facility or operational costs that Contractor has incurred at direction of the City. The cost of the following services shall be invoiced to the City as pass-through costs: pest control for the Kingsdale Operating Facility; BCT telephone services; and armored car service for collection and deposit of fare revenues. Other pass-through expenses may be eligible during the term of the agreement.

3.2 COMPENSATION IN OPTION PERIODS

In the event that the one or both of the two (2), two-year option periods are exercised by the City, Contractor compensation for each year of the option will be negotiated between the parties, but in no case shall that compensation increase no more than the annual increase in the Consumer Price Index for the State of California (Los Angeles-Riverside-Orange County statistical area) for the most recently reported calendar year. While most vehicles will still be CNG, the City may begin ZEB procurement near the end of the agreement term (within the six-year period).

3.3 COST PROPOSAL

Proposer's cost proposal and proposed allocation of contract resources must demonstrate an understanding of the Scope of Work requirements as described in this RFP and attachments thereto. Proposer shall submit its proposed annual costs for the services described herein using the following Cost Proposal Forms (Excel format), which are posted through the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>

Proposers are instructed not to change formulas and the pre-entered descriptions of cost elements but may add blank lines if additional cost categories are required. **Failure to comply will invalidate the proposal.**

3.4 EMPLOYEE WAGES

Proposers must propose wage rates for hourly staff at the rates specified in Section 4, Scope of Work, Paragraph 3.9.1 Wages and Benefits or higher. All drivers are represented by Teamsters Local 572. Proposers should be aware that California's minimum wage is \$ 16.00 per hour effective January 1, 2024.

CITY OF REDONDO BEACH
 BEACH CITIES TRANSIT
 Request for Proposal

EXHIBIT C, COST PROPOSAL
 Page 1: PROPOSAL FORM

Proposing Firm: _____

This PROPOSAL FORM is to be used to submit the OFFEROR'S Cost Proposal for all work described in Section 4, Scope of Work and Section 5, Transit Service Agreement.

The OFFEROR'S Cost Proposal must consist of Fixed Fees and Fixed Hourly Rates in accordance with Section 7.b - Fee Structure, of the Transit Services Agreement. Such rates shall be proposed for each of the six (6) periods in the Base Term contemplated in this RFP, and shall be based on the levels of service in terms of vehicle revenue hours, as stated below. The detailed budget breakdown included with this PROPOSAL FORM should be consistent with rates proposed. OFFERORS shall not modify cost categories.

All cells below are automatically computed -- Do not overwrite formulas.

A. Price Proposal	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
Months in Contract Period	12	12	12	12	12	12
Revenue Vehicle Hours in Period	42,000	42,000	42,000	42,000	42,000	42,000
1 Fixed Monthly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Fixed Hourly Rate	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000
CALCULATION OF TOTAL ANNUAL COSTS						
3 Fixed Monthly Rate X Months in Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 Fixed Hourly Cost X Vehicle Revenue Hours in Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proposed Total Annual Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Request for Proposal
 EXHIBIT C, COST PROPOSAL
 PAGES 2-3: FIXED COST

Proposing Firm: _____

Costs shown are to be the total fixed costs by category for that period

B. Fixed Cost Elements	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
Months in Period	12	12	12	12	12	12
Project Manager Salary						
Project Manager Fringes						
Operations Supervisor Wages						
Operations Supervisor Fringe						
Dispatch/Info. Staff Wages						
Dispatch/Info. Staff Fringes						
Clerical Staff Wages						
Clerical Staff Fringes						
Maintenance Manager Salary						
Maintenance Manager Fringes						
Mechanic Wages						
Mechanic Fringes						
Other Maintenance/Service Wages						
Other Maintenance/Service Fringes						
Other Wages (specify)						

Other Fringes (specify)						

MONTHLY COST ELEMENTS CONTINUE ON NEXT PAGE

**EXHIBIT C, PROPOSAL FORM
PAGE 3: FIXED COST, CONTINUED**

	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
Hiring/Training Expenses						
Safety Expenses						
Janitorial						
Telephone						
Utilities						
Office Supplies						
Preventive Maintenance Parts/Supplies						
Vehicle Repair Parts/Supplies						
Tires						
Outside Repairs						
Radio System Maintenance						
Insurance - Liability Coverages						
Insurance - Collision Comprehensive						
Computer - Hardware Costs						
Software Costs						
Accounting						
Start-up Costs						
Other Expense						
Management Fee/Profit						
Total Fixed Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1 Monthly Fixed Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Total Fixed Costs /Months in Period)						

Note: Listing of typical cost items on this provided form does not require Contractor to provide this position, utility or service.

CITY OF REDONDO BEACH
 BEACH CITIES TRANSIT
 Request for Proposal
 EXHIBIT C, PROPOSAL FORM
 PAGE 4: FIXED HOURLY RATE

Proposing Firm: _____

	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
Vehicle Revenue Hours in Period	42,000	42,000	42,000	42,000	42,000	42,000
Fixed Hourly Rate Cost Elements						
Driver Wages						
Driver Workers Compensation						
Driver Health Insurance						
Other Driver Fringe Benefits						
Maintenance Parts						
Maintenance Supplies						
Outside Repairs						
Other (Specify)						

Overhead						
Profit/Fee						
Total Hourly Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Fixed Hourly Rate (Total hourly costs /VRH in Period)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Note: Listing of typical cost items on this provided form does not require Contractor to provide this position, utility or service.

**EXHIBIT C, PROPOSAL FORM
PAGE 5: NON-DRIVING SERVICE - FIXED HOURLY RATE**

Proposing Firm: _____

	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>	<u>Period 4</u>	<u>Period 5</u>	<u>Period 6</u>
Non-Driving Service - Fixed Hourly Rate Cost Elements						
Driver Wages						
Driver Workers Compensation						
Driver Health Insurance						
Other Driver Fringe Benefits						
Other (Specify)						

Non-Driving Service - Fixed Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Note:
Out of contract services, specifically non-driving services directly related to additional services beyond the requirements described in the Scope of Work, are subject to the rates set forth above.

SECTION 4 SCOPE OF WORK

1.0 DEFINITIONS

As used throughout the Request for Proposals, exhibits and attachments, the following terms shall have the meanings set forth below:

- **Advanced Reservation** – Describes the process of requesting trips and receiving trip confirmation prior to the day service is requested.
- **Americans with Disabilities Act of 1990 (ADA)** – Federal civil rights legislation which mandates accessibility for people with disabilities. Included is a requirement that all public transit agencies operating fixed route bus service provide complementary paratransit service to persons functionally unable to use accessible fixed route systems. WAVE Dial-A-Ride service is not ADA complementary paratransit service.
- **BEB** – Battery-Electric Bus - buses that run on electricity only and require recharging their onboard battery packs from an external power source.
- **CHP** – California Highway Patrol
- **City** – The City of Redondo Beach, California.
- **Contractor** – Vendor selected and under contract with the City of Redondo Beach to provide transportation services.
- **CNG** – Compressed Natural Gas
- **Curb-to-Curb Service** – A type of paratransit service where, on both the origin and destination ends of the trip, the driver gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than 15 feet from the vehicle.
- **Deadhead** – For paratransit services, refers to either miles or hours when a vehicle is not in revenue service including travel from the yard to the first pick-up, from the last drop-off back to the yard when released by the dispatcher. The travel between scheduled pickups and drop offs, regardless of whether a passenger is on board, is not deadhead.
- **Demand Responsive** – Describes a service that does not require advance reservation and trips can be requested the same day [also referred to as "same day", "real-time" or "immediate response"].
- **Door-to-Door Service** – A type of paratransit service where, on both the origin and/or destination end of the trip, the driver gets out of the vehicle and

meets/escorts the passenger to the door of the main lobby, residence, or building. The driver is responsible for assisting the passenger throughout the trip. Drivers are not allowed to enter a residence and must keep the vehicle in sight at all times.

- **Dwell Time** – The amount of time spent by vehicle and driver at each pick-up and drop-off waiting for the passenger(s) to appear, during passenger boarding, deboarding and wheelchair securement. Dwell time is included in the Vehicle Revenue Hour computation.
- **Federal Transit Administration (FTA)** – A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies, among various other programs.
- **General Public Paratransit Vehicle (GPPV)** – Means any motor vehicle designed for carrying no more than 24 persons and the driver, that provides local transportation to the general public, including transportation of pupils at or below the 12th - grade level to or from a public or private school or school activity, under the exclusive jurisdiction of a publicly and operated transit system through one of the following modes: dial-a-ride, subscription service, or route deviated bus service. {California Motor Vehicle code Section 336}
- **Holiday Schedules** – The services do not operate on New Year's Day, Thanksgiving Day, and Christmas Day. Saturday schedules are operated on Memorial Day, Independence Day, Labor Day, and Veteran's Day.
- **HFC/FCEB** – Hydrogen Fuel Cell, or Hydrogen Fuel Cell Bus
- **ITS** – Intelligent Transportation Systems
- **LAX** – Los Angeles International Airport
- **Late Trip** – For Dial-A-Ride service, any trip on which the vehicle arrives for the pick up more than 15 minutes after the scheduled time. For fixed route service, any arrival at a time-point more than 5 minutes after the scheduled time.
- **Metro** – Los Angeles County Metropolitan Transportation Authority
- **Missed Trip** – For Dial-A-Ride service, any scheduled trip on which the Dial-a-Ride vehicle arrives more than 60 minutes after the scheduled pick-up time or does not arrive at all. For Fixed Route, any trip that departs its initial stop or arrives at any time point more than 30 minutes after the scheduled time or does not operate the run at all.

- **No-Show** – A scheduled passenger who does not appear at the designated location for vehicle boarding within 5 minutes of an on-time vehicle arrival or calls the reservation office to cancel the trip less than one (1) hour before the scheduled pick-up time.
- **On-Time Pickup** – For paratransit services, a vehicle shall be on-time if it arrives at the designated pickup location no more than 5 minutes prior to the scheduled pickup time or no more than 15 minutes after that time. For fixed route services, a vehicle shall be on-time if it arrives at a designated bus stop not earlier than or no more than 3 minutes after the scheduled arrival time.
- **RTI** – Real-Time Information.
- **Subscription Service** – Paratransit trips to and from the same origin and destination at the same time and day at least once a week. Subscription services do not require the passenger to call in their request for each trip; only to cancel for one or more days.
- **TAP** – The regional electronic fare collection system “Transit Access Pass”.
- **TAP Bus Mobile Validators (BMV)/ Bus Smart Card Validators (BSV)** – TAP electronic fare collection equipment used by TAP card holders paying with some monthly passes, stored value, Access cards, transfers and credit cards.
- **Vehicle Revenue Hour** – For Paratransit service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off. If the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of revenue vehicle hours; however, this rule shall not apply to late trip cancellations. Vehicle revenue hours are also known as “revenue vehicle hours” and “vehicle service hours”.

For the fixed route service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof that a vehicle is in revenue service, including layover/recovery time but excluding deadhead, training operators prior to revenue service and road tests.

Vehicle revenue hours, for all services, shall exclude any meal breaks, service breaks, fueling time, mechanical breakdowns and time a vehicle is down due to an accident. Drive time to and from breaks and lunch breaks shall be excluded.

It is intended that the City’s definitions of Vehicle Revenue Hour and Mile be identical to those of the National Transit Database.

- **Vehicle Revenue Miles** – The mileage incurred by a vehicle while operating a Vehicle Revenue Hour.
- **ZEB** – any transit, tourism, school, military, motor coach, or other type of bus whose primary propulsion and accessory power technologies produce zero carbon emissions in its day-to-day operations.

2.0 RESPONSIBILITIES OF CITY

City will perform the following duties and accept the following responsibilities with respect to the performance of Beach Cities Transit fixed route and WAVE Dial-A-Ride services.

2.1 Administration

The City is responsible for BCT administration, planning, marketing, social media, budgeting, contract monitoring, and public information and community liaison activities.

City staff primarily involved with BCT includes the Community Services Director, Transit Manager, Senior Management Analyst, Transit Analyst, Transit Assistant and Office Assistants who administers BCT bus pass sales and customer service.

2.2 Service Planning

City will be responsible for general service planning and analysis of its transit service program including route analysis studies and ridership surveys, either directly or through contracted technical specialists.

2.3 Changes in the Level of Service

City may adjust the level of service at its discretion. City will give Contractor sixty (60) days written notice of modifications that the City determines are major and may provide Contractor with less notice if the City determines modifications are minor. If the City makes modifications which increase or decrease the level of service more than twenty five percent (25%) of the vehicle service hours set forth in Section 3.6, City and Contractor may negotiate a change in the hourly rate. However, no negotiated hourly rate shall be effective unless a written amendment is executed by City and Contractor, and approved by City Council.

2.4 Registration of WAVE Riders

City shall be responsible for the registration and certification of all WAVE riders and shall enter rider data into an automated database for use by Contractor in accepting reservations for WAVE service.

2.5 Vehicles

The City will provide 14 CNG, ADA-compliant vehicles for the fixed route services and six CNG, ADA-compliant vehicles for the dial-a-ride service. A vehicle list is contained as Attachment 1 to the RFP and includes the current lifetime mileages, projected replacement schedule for each vehicle. City plans to replace fixed route vehicles within the term of the agreement and will coordinate the capital replacement schedule with Contractor to identify and replace vehicles that have met their lifetime at the earliest opportunity. The City may begin ZEB procurement near the end of the agreement term.

The CNG tanks on all BCT buses are designed to exceed the life of the vehicles (Tanks have a 20-year life). Replacement of CNG tanks, if needed, may take place at bus manufacturer location depending on the situation or damage, but this would only be needed if there is any damage or if the tanks stopped functioning. The Contractor will be responsible for the cost of tank inspection and certification and the replacement of any tank that is damaged as a result of an accident or comprehensive loss. The City will be responsible for the cost of tank replacement if due to simple tank failure not covered by warranty.

2.6 On-Board Equipment

BCT transit buses are equipped with the following on-board equipment. If not installed in all vehicles, the descriptions indicate which buses have the described equipment. Contractor will remove and replace faulty units; City will pay for replacement or major repair if needed.

2.6.1 Bus Mobile Validators (BMV) TAP mobile validators are installed in all buses. TAP BMV's are used on fixed route buses only to collect fare revenues paid with the TAP card. Metro may replace BMV's to BSV's during the term of the agreement. BMV's/ BSV's installed in cutaway vehicles which are used for Dial-A-Ride service are not turned on to collect fares. The dial-a-ride BMV/ BSV units are turned on only during TAP system software updates. They may be used to collect dial-a-ride fares in the future.

2.6.2 Security Camera Systems

The City provides fixed route and dial-a-ride vehicles with bus security cameras and spares. The current security camera system installed is the REI Buswatch DVR System. The City also provides sixteen security

cameras installed at the operations facility to monitor internal and external locations, two spare cameras, one Digital Video Recorder, one 16-channel power supply, and one 24" monitor for the Operations Manager's office.

2.6.3 Annunciator System

The City provides fixed route buses with annunciator systems. The current annunciator systems installed on BCT fixed route vehicles units 544, 545, and 546 are equipped with Clever Devices annunciators, DRI-DR 700 and an Internal GPS Receiver. Vehicles 547, 548, and 550 are equipped with the Hanover digital signage system that integrates with GMV Syncromatics annunciator system. All other BCT buses are equipped with GMV Syncromatics annunciator systems.

2.6.4 Real-Time Information Systems

City contracts with GMV Syncromatics to provide equipment and E-Portals for the BCT real-time information system, including CAD/AVL, Mobile Data Terminals, one field supervisor tablet, and 2 computers and 2 large screen monitors. City will provide Contractor access to the GMV Syncromatics portal.

2.7 Facilities

2.7.1 Dispatch and Office Space

Dispatch facilities and the Project Manager's office are currently located in the Redondo Beach transit maintenance and operations facility at 1519 Kingsdale Blvd. The Kingsdale facility houses dispatch, general administration, maintenance, and general storage. There is additional office space and a training room located at City Hall at 415 Diamond Street, Redondo Beach. The City Hall office space has a general workspace, one office and a break room. The City Hall office has two dedicated parking spaces for the Project Management team. The current Contractor uses the workspace for training only.

2.7.2 Maintenance and Operations Facility

A maintenance and operations facility is provided at 1519 Kingsdale Avenue, Redondo Beach ("Kingsdale Facility"). The maintenance and operations facility consists of one undivided office, dispatch office, maintenance office, three maintenance bays, parts and tools rooms, a break room and parking for all transit vehicles and Contractor's employees' vehicles. The maintenance and operations facility does not have fueling facilities.

The City provides no furniture or equipment for either the Kingsdale Facility or the offices that are available in City Hall other than the monitor for the security camera system in the Kingsdale Facility and a field supervisor tablet, and computer and monitors and related equipment that will be installed as part of the Real-Time Information System.

The City intends to move forward on the implementation of the BCT TSS 10 Phase Plan (located on the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>). Completing the construction of the Transit OMF to support the transition to a ZEB fleet is one of the key issues planned.

While the OMF is under construction, the contractor shall focus on the CNG fleet maintenance, and support the planning of ZEB infrastructure to operate ZEB vehicles. Contractor shall ensure adequate systems are included in the new OMF and are properly maintained.

2.7.3 Provided Maintenance Equipment

The City provides an air compressor for use within the Kingsdale Facility. The City will be responsible for major repairs or replacement should the air compressor fail, however, the Contractor to be responsible for inspection and regular maintenance. The new Transit OMF maintenance equipment may change as part of construction project.

2.7.4 Office and Facility Costs

City shall be responsible for the following facility expenses in addition to making the facilities described in Sections 2.7.1 and 2.7.2 above available at no cost to the Contractor: major facility maintenance and repair; landscaping; utilities, to include water, electricity, sewer and trash service; and telecommunications service with the exception of the Contractor's administrative phone line [See RFP Section 3.17.1].

2.8 Fueling

City provides fuel for all transit revenue vehicles. CNG fuel is available for revenue vehicles from the following locations:

- City of Redondo Beach Public Works Yard at 531 North Gertruda Street, Redondo Beach;
- Clean Energy facility at 104th Street and Aviation Boulevard, Los Angeles; and
- Clean Energy facility at 20500 Madrona Avenue, Torrance.

Note that deadhead will be incurred in traveling to any of these locations for after-hour fueling.

The City intends to install on-site ZEB charging stations in the new Transit OMF project, for ZEB bus operations. City will fund ZEB electricity usage and station maintenance costs.

3.0 RESPONSIBILITIES OF CONTRACTOR

3.1 General

Contractor shall assist City with respect to the duties described in Section 2.0. Contractor shall provide project management of the Transit Services according to specified operating procedures. The City may establish additional rules which are reasonable for operation of this service after consultation with the Contractor.

Contractor shall provide all necessary personnel, equipment and services to operate BCT services in the manner described in the RFP. Contractor shall perform the duties and accept the responsibilities identified in the RFP in connection with the operation of BCT as well as other duties and responsibilities as may be reasonably requested by the City. The omission of a duty or responsibility shall not relieve the contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed route and dial-a-ride service.

Contractor shall meet at least monthly with the City to discuss BCT operations and review the monthly performance report. Contractor shall evaluate BCT service for improvement and provide recommendations to the City. Contractor shall act as a member of a larger City-wide service delivery system. Contractor shall participate under the direction of City staff in planning and evaluating City services and in gathering information regarding community needs.

As described in Section 1, Pending Issues, the City anticipates the implementation of new systems during the term of this agreement. Contractor shall participate, assist and support the conduct of such analyses and implementation of these new systems.

Bus Stop and Shelter Conditions

The Proposer shall require bus operators and road/field supervisors to be vigilant in reporting to BCT (currently on BCT@redondo.org) conditions at bus stops, transfer locations, and shelter locations that require remedial attention including but not limited to graffiti, trash, damage, filth, loitering, safety, inoperable/missing lights, inoperable/missing signage, and/or vandalism. These conditions shall be reported to BCT as they occur.

Bus Stop Maintenance

The Proposer shall be responsible for the maintenance of bus stops and trash cans on routes covered within the Contract.

Public Transportation Agency Safety Plan (PTASP)

The City has implemented a Safety Plan in compliance with FTA Safety Management System (SMS) requirements. The Contractor is expected to implement, monitor, manage and assist the City with risk management and reporting procedures. Contractor shall coordinate with the City all PTASP updates and reports. Contractor shall be knowledgeable with the Federal PTASP requirements as they shall implement the City's plan.

3.2 Operations

All operational activities, including route supervision, shall be the responsibility of the Contractor. Contractor shall coordinate, manage and control all necessary program activities which shall include: operating approved vehicles; vehicle maintenance and operating personnel; providing driver and other personnel training; administrative procedures, performance statistics and financial records; route and schedule planning; reservations, scheduling and dispatching of client trips; FTA NTD data collection and reporting; program audits, and developing methods to maximize service efficiency. Contractor shall provide Zero Emission Bus (ZEB) professional expertise to support the City's efforts towards ZEB operations transition. The City plans to initiate the transition to ZEB transit operations during the term of the agreement and to complete the transition by 2040. The City's ZEB Roll-Out provides detail of the various projects in order to complete this effort, which include the construction of a new operations and maintenance facility, charging infrastructure and ZEB procurement.

Contractor shall provide operations management at a level sufficient to oversee its functions and employees. Contractor shall provide all necessary personnel, equipment and services to operate BCT services.

Contractor shall perform manual counting of ridership fare revenue and TAP card use, which shall be sufficient to generally validate TAP reports and shall be combined with TAP system ridership and revenue data to satisfy reporting requirements.

Contractor shall not make operational modifications which affect the level of service, including but not limited to, hours of operation, schedules, and routes without the prior written approval of the City.

The Contractor shall not enter into agreement with any other party for use of personnel dedicated to this service without the approval of the City.

The Contractor shall be responsible for the use, maintenance, and safekeeping of all City-owned equipment. Repair of such equipment shall be the Contractor's responsibility unless the City agrees that the equipment has met or exceeded its reasonable useful life, in which case the City may bear the cost of replacement at its discretion.

Contractor shall provide continuous supervision of BCT services during revenue operations, including monitoring schedule adherence, on-street operation, on-route compliance, and on-board ride checks. Contractor shall utilize real-time information system to supplement on-street and service performance monitoring.

Contractor shall assist and cooperate with the City in meeting the objective of providing quality transportation service. Contractor shall perform liaison activities including collaborating with other agencies (e.g., Redondo Union High School other transit agencies and contractors), coordination and cooperation with the City on matters related to operations, monitoring, reporting and service performance.

Contractor shall assist the City with customer service responsibilities including responding to service inquiries, investigating and responding to customer complaints and problem resolution.

Contractor shall assist the City with BCT promotion and marketing and shall not distribute any material without the City's written permission. Contractor shall refer all media inquiries to the City. Contractor shall provide City with the necessary information on service disruptions, detours and route changes to facilitate communicating with BCT riders via social media and website service alerts.

Contractor shall comply with all conditions and laws required by Federal, State, and local governments, including Metro.

3.3 Dispatch

Contractor shall provide staff to effectively respond to incoming calls at a quality and level consistent with BCT patron demand. Dispatch services are to be available between 6:00 AM and 8:30 PM PST seven days a week, with the exception of the following holidays: Thanksgiving Day, Christmas Day and New Year's Day.

Contractor shall maintain radio control and contact with all vehicles in service and maintain the daily dispatch log. Contractor shall propose a dispatching log format for the City's approval prior to beginning service. Contractor shall provide training for scheduling and dispatch personnel in professional technique, radio protocol, and cooperative approaches with vehicle operators and patrons.

Contractor shall provide the capability to respond to telephone service and information requests from hearing impaired individuals and individuals with limited English proficiency. Contractor shall provide bilingual telephone information

personnel or arrange for translation services in order to communicate with individuals with Limited English Proficiency (LEP) during all hours that the dispatch services are available to the public.

3.4 Fixed Route Services, BCT Line 102 and Line 109

BCT is a general public transit service on Lines 102 and 109 that operates seven days a week between 6 a.m. and 10 p.m., with reduced service on holidays. BCT services operate within the local communities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, connecting residents, students and commuters to the Metro C (Green) Line rail stations, Metro and other regional municipal transit operators and LAX. The fare is \$1.00 for adults and 50 cents for Senior/Disabled and Medicare Cardholders, and the interagency transfers are 25 cents. BCT also sells monthly general (adult), student (K-12) and senior/disabled passes. TAP stored value, EZ Pass and Access Cards are accepted as fare payment.

Contractor shall operate fixed route service in a safe, courteous, and reliable manner in strict accordance with the operating days and hours and routes and schedules.

Contractor is authorized to deviate from established routes when necessary to avoid construction or other obstructions in the public right of way and comply with detours and public safety officers. Contractor shall notify the City of such obstruction causing deviation as soon as is practicable.

3.5 Dial-A-Ride – Senior & Disabled Services

The WAVE Dial-A-Ride service is curb-to-curb shared ride transportation service to Redondo Beach and Hermosa Beach seniors (62+) and disabled (of any age) residents, within Redondo Beach and Hermosa Beach city limits. Additional eligible trip destinations include pre-approved satellite locations outside of the Redondo Beach and Hermosa Beach service area. The WAVE service operates Monday through Friday, between 6:00 AM – 8:30 PM PST, and Saturday and Sunday between 8:00 AM – 8:30 PM PST, with reduced service hours on major holidays. The last pickup shall be scheduled no later than 8:00 PM PST. The fare is \$1 per person or 75 cents per person for prearranged groups of 3 or more passengers. WAVE clients are approved by the City through an application process that requires the verification of age, disability and residency status.

The WAVE service shall be operated in accordance with the operating days, hours and service area. Contractor shall utilize a systemic method to reserve, schedule and dispatch trip requests for WAVE Dial-A-Ride service for transport using BCT vehicles. Contractor shall ensure the method is capable of accommodating advance reservations, same-day trip requests and subscription reservations, and integrate all demands for service into efficient vehicle tours, to maximize productivity and provide the services prescribed in the RFP. Proposals shall contain

a detailed description of the reservation, scheduling and dispatch system being proposed by Contractor including at least three (3) references to agencies currently utilizing this system.

Contractor shall ensure the proposed scheduling system shall efficiently accommodate the following services provided by the WAVE Dial-A-Ride:

- “Now” service request for a pick-up within 30 minutes, depending on demand;
- Same day service requests for a pick-up within two hours, depending on demand;
- Advance trip request to make a reservation up to seven days in advance;
- Subscription trip request for pick-up the same time daily or weekly; and
- Group service, three or more passengers traveling from the same origin to the same destination.

3.6 Service Levels to be Operated

During the Base Term and Option Periods, the following annual levels of service are to be operated by the Contractor unless adjusted by the City as specified herein.

Period	Annual Vehicle Revenue Hours		
	BCT Fixed Route	WAVE Dial-A-Ride	Total Hours
Base Period 1: 7/1/25 - 6/30/26	34,500	7,500	42,000
Base Period 2: 7/1/26 – 6/30/27	34,500	7,500	42,000
Base Period 3: 7/1/27 – 6/30/28	34,500	7,500	42,000
Base Period 4: 7/1/28 – 6/30/29	34,500	7,500	42,000
Base Period 5: 7/1/29 – 6/30/30	34,500	7,500	42,000
Base Period 6: 7/1/30 – 6/30/31	34,500	7,500	42,000
Option Period Yr 1: 7/1/31 – 6/30/32	34,500	7,500	42,000
Option Period Yr 2: 7/1/32 – 6/30/33	34,500	7,500	42,000
Option Period Yr 3: 7/1/33 – 6/30/34	34,500	7,500	42,000
Option Period Yr 4: 7/1/34 – 6/30/35	34,500	7,500	42,000

3.7 Special Events

In the event City requires Contractor to provide special event, promotional, or other special transportation services that have been determined to be in the public interest that do not interfere with regular BCT service, the special events shall be billed at the agreed upon firm fixed hourly rate per revenue hour operated for the special event as described in Contractor’s proposal.

3.8 Operation During an Emergency

In the event of an emergency, Contractor shall deploy vehicles as directed by the City. In the absence of direction from the City, Contractor shall follow directions of appropriate law enforcement/emergency management agencies.

Emergency service does not constitute an expansion of service. Contractor shall be reimbursed for documented and reasonable costs in excess of normal BCT operating costs.

3.9 Personnel

Contractor shall furnish all vehicle operators, maintenance staff, service workers/vehicle washers, dispatchers, supervisors, administrative personnel, management and other personnel services necessary for providing BCT service as described in the RFP.

Contractor shall use appropriate screening and selection criteria for employing personnel. Those checks shall include Department of Motor Vehicles (DMV) and criminal background checks, pre-employment drug screening and physicals of all employees assigned to BCT. Contractor shall undertake the steps necessary to ensure all such employees perform their duties in a safe, legal, courteous, and professional manner at all times. Contractor shall provide appropriate training for the use of battery electric buses and vehicles, as the City transitions to ZEB operations.

Contractor shall provide to the City with a copy of its employee handbook.

Contractor shall make all reasonable efforts to ensure employees having contact with the public in the course of their duties are of good moral character. Any employee who is convicted of a felony or of a crime involving moral turpitude shall not be permitted to continue to hold a position of employment involving contact with BCT patrons.

3.9.1 Wages and Benefits

As part of this proposal, proposers shall detail the wage and benefit packages for all positions assigned to BCT.

During the base period of this contract and any extensions thereof, Contractor shall compensate hourly drivers at the following hourly rates or higher, which are based on the current Union Contract Teamsters Local 572. The hourly rates shall incorporate annual CPI and longevity increases into the salary structure. Similar annual increases shall be paid to other hourly employees.

Operators

Effective Date	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Training	\$17.50	\$17.50	\$17.50	\$17.50
0-12 month	\$19.00	\$19.60	\$20.20	\$21.80
13-24 month	\$19.40	\$20.00	\$20.60	\$22.20
25-36 month	\$19.80	\$20.40	\$21.00	\$22.60
37-48 month	\$20.20	\$20.80	\$21.40	\$23.00
49-60 month	\$20.60	\$21.20	\$21.80	\$23.40
61+ month	\$22.00	\$23.00	\$24.00	\$27.00

Mechanics

7/1/2022	7/1/2023	7/1/2024	7/1/2025
\$31.00	\$32.50	\$34.00	\$35.00

Utility

7/1/2022	7/1/2023	7/1/2024	7/1/2025
\$16.50	\$17.00	\$17.50	\$18.00

3.9.2 Drug and Alcohol Testing

Contractor shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of Contractor employees assigned to BCT in safety-sensitive positions, as required by Federal, State and local governments and the RFP. Contractor shall provide a copy of its drug and alcohol program and any certifications and forms required by FTA. Contractor shall identify the drug testing center that shall be used.

Contractor shall ensure each employee assigned to BCT in a safety-sensitive position shall undergo drug and alcohol testing in compliance with the FTA Drug and Alcohol Program Requirements.

3.9.3 Vehicle Operators

Contractor shall ensure all vehicle operators shall have valid California Driver's Licenses for operation of the vehicle to which they are assigned. Note that GPPV vehicle and driver certificates are not required for the WAVE Dial-A-Ride service. Contractor shall ensure all vehicle operators shall also have in their possession at all times when operating a BCT vehicle, a valid DMV Medical Examiner's Certificate and valid DMV Training Card.

Contractor shall review current DMV reports on all applicants for the position of vehicle operator and shall reject any applicant with any failure to appear in court for driving under the influence. Contractor shall participate in the DMV Pull Notice Program. Any vehicle operator exceeding the DMV point system or with a revoked or suspended license shall not be allowed to operate a BCT vehicle.

All vehicle operators shall comply with the California Highway Patrol (CHP) regulations and requirements.

Contractor shall provide appropriate training for the use of battery electric buses and vehicles, as the City transitions to ZEB operations.

3.9.4 Retention of Existing Employees

Pursuant to Senate Bill No. 158 (California Labor Code, Chapter 4.6, Section 1070 to Part 3 of Division 2), CITY shall grant a ten percent (10%) bidding preference to any Contractor who agrees to retain, for a period of at least ninety (90) days, certain employees. Contractor shall declare, as part of their proposal, whether or not their firm shall retain the employees of the prior Contractor for a period of at least ninety (90) days. Contractor shall ensure these transitioned employees will be utilized in similar positions and perform essentially same services as they did under the previous Contractor.

"Employee" is defined as any person who works for a Contractor under the

prior contract but does not include executive, administrative, or professional employees that are exempt from the payment of overtime compensation within the meaning of Subdivision (a) of Section 515 or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3)). In accordance with Senate Bill No. 158, the following obligations apply:

A successor Contractor or subcontractor who agrees to retain employees, pursuant to subdivision (a) [of Senate Bill No. 158] shall retain employees who have been employed by the prior Contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor Contractor or subcontractor.

If a successor Contractor determines that fewer employees are needed than under the prior contract, qualified employees shall be retained by seniority within the job classification. In determining those employees who are qualified, the successor Contractor may require an employee to possess any license that is required by law to operate the equipment that the employee shall operate as an employee of the successor Contractor.

Nothing in this section requires the successor to pay the same wages or offer the same benefits provided by the prior Contractor.

In accordance with the California Labor Code, the successful Contractor or subcontractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than ten (10) days. An employee who has not been offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successor Proposer in any superior court having jurisdiction over the successor Proposer. Upon finding a violation, the court shall order reinstatement to employment with successor Contractor and award back pay, including the value of benefits, for each day of violation.

The existing service Contractor shall make available the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees to City or to any entity that City identified as a bona fide Contractor. See Attachment 2 to the RFP.

3.9.5 Vehicle Operator Responsibilities

Contractor shall conduct an adequate background check on each vehicle operator to ensure all vehicle operators meet the following standards and are qualified to perform the intended services:

- An employee (full or part-time) of the Contractor. Contractor may not sub-contract with non-employees to execute trip assignments;
- Continuous possession of a valid driver's license, California DMV Transit Certificate, passenger endorsement, air brake endorsement, and possession of a Class A or B license;
- Not more than two moving violations in the past five years and no DWI/DUI convictions within the last seven years;
- Demonstrated command of the English language, both oral and written;
- Ability to resolve complaints and problems as required;
- No felony conviction history; and
- Pass Federal drug and alcohol testing regulations.

Contractor shall ensure vehicle operators shall, when requested by the City, hand out notices to passengers and render assistance in the City's monitoring functions.

Contractor shall ensure vehicle operators shall honor and update special passes, use the BMV to collect fare revenues paid with the TAP card as determined by the City.

Contractor shall ensure vehicle operators record ridership counts by passenger category according to procedures approved by the City.

The following shall be minimum service requirements and vehicle operator responsibilities. Failure to carry out these responsibilities shall result in a vehicle operator being prohibited from driving any vehicle covered by this contract, unless subsequently approved in writing by City.

Contractor shall ensure vehicle operators shall:

- Appear neat, clean, well groomed, and in an acceptable uniform;
- Exhibit positive customer service skills. Always be helpful and courteous to passengers;
- Operate the vehicle safely and legally;
- Assist elderly and physically impaired passengers in boarding and deboarding (Dial-A-Ride drivers);
- In cases of emergency, shall immediately contact the Contractor for assistance;

- Notify passengers of stops and when transfers are required;
- Not allow animals in vehicle except service animals or small animals contained in an accepted transport cage, box or carrier;
- Not deviate from route and schedule without City's permission;
- Notify City and Contractor in cases of emergencies or breakdowns;
- Make sure the vehicle stays on schedule but never ahead of schedule;
- Not smoke in the vehicle and enforce no smoking rules;
- Enforce BCT passenger rules;
- Not carry or make change;
- Not accept tips;
- Not eat or drink aboard BCT vehicles;
- Not use any device that plays video, music or amplifies sound aboard BCT vehicles; and
- Not use cellular telephones, pagers, or other communications devices (including text messaging) while operating BCT vehicles.
- If a passenger becomes unruly after boarding and is **not a threat** to the safety of the vehicle operator and/or passengers, the vehicle operator may request the passenger exit the vehicle. If the passenger refuses to disembark, the vehicle operator may contact dispatch for assistance; and
- If a passenger becomes unruly after boarding and is **a threat** to the safety of the vehicle operator and/or passengers, the vehicle operator shall contact dispatch for emergency assistance, when it is safe to do so; and
- Take charge of a safety and security incident scene until the arrival of supervisory or emergency personnel.

Vehicle operators should:

- Submit suggestions for service improvements to the City via Contractor

3.9.6 Project Manager

Contractor shall provide a full-time, dedicated Project Manager to provide daily management and supervision of BCT operations. The Project Manager shall be available to meet with, or respond to inquiries from, the City or the public Monday through Friday between 8:00 AM and 5:00 PM PST.

Contractor shall ensure the Project Manager shall have a minimum of five (5) years' experience managing and supervising public transit services similar in size and complexity to the services herein described and a minimum of eight (8) years' progressive experience in the operation,

administration and supervision of fixed route and demand responsive transit services.

The Project Manager or another senior staff member shall have a minimum of two (2) years experience with ZEB operations to assist with the transition to a ZEB fleet.

The Project Manager shall act as a liaison, working cooperatively with City staff in providing operational data, responding to comments from passengers and the general public, coordinate detours and public information for service alerts. and responding to specific requests for other assistance as the need arises. The Project Manager shall not perform other duties or be responsible for other projects for the Contractor without the City's prior written permission.

Contractor shall ensure the Project Manager shall monitor all aspects of BCT operations including, but not limited to: ridership, quality of service, fare collection and accounting in accordance with established procedures, and attitudes, motivation, and performance of all personnel. Contractor shall ensure the Project Manager attends City meetings and reports on the BCT services. Contractor shall ensure its Project Manager shall be available to meet with the City as required.

Contractor shall provide a responsible senior employee to make decisions or provide assistance as necessary as a back-up to the Project Manager.

The person serving as Project Manager shall be approved by the City. Contractor shall ensure Project Manager serves a minimum two-year term on this project before any reassignment shall be considered. Should the Contractor propose a new Project Manager or the City request a replacement, the proposed replacement's resume and qualifications shall be submitted to the City for its approval at least ten days prior to the departure of the incumbent Project Manager unless Contractor is not provided with such notice by the departing employee. Contractor shall provide the City 30 days' notice prior to replacing the Project Manager. Should the position of Project Manager remain unfilled for a period of 30 days or more, the City may deduct the Project Manager's compensation from Contractor's payments.

3.9.7 Maintenance Manager

Contractor shall designate and provide the services of a qualified Maintenance Manager, subject to the City's approval. This individual shall not be the lead mechanic. Contractor shall ensure that the Maintenance Manager has a minimum of three (3) years' experience managing and supervising the maintenance functions of a shop similar in size and

complexity to the services herein described. Contractor shall further ensure the Maintenance Manager has a minimum of five years journeyman level experience with vehicles similar to those used by BCT. The Maintenance Manager shall have a minimum of two (2) years ZEB experience and/or is trained on the most up-to-date procedures.

Contractor shall ensure its Maintenance Manager shall provide proactive resource management including, but not limited to, preventive maintenance scheduling and supervision, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of Contractor's maintenance duties and responsibilities.

Should the services of the Maintenance Manager become unavailable to Contractor, the resume and qualifications of the proposed replacement shall be submitted to City for approval as soon as possible, but in no event later than 10 working days prior to the departure of the incumbent Maintenance Manager, unless Contractor is not provided with such notice by the departing employee. Should the position of Maintenance Manager remain unfilled for a period of 30 days or more, the City may deduct the Maintenance Manager's compensation from Contractor's payments.

3.9.8 Supervisory and Dispatch Coverage

Contractor shall provide sufficient trained and qualified Road Supervisors and Dispatch office staff to ensure that a management-level employee or Road Supervisor is available to respond and that the Dispatch office will be staffed whenever a BCT service vehicle is on the road with the exception of maintenance road test.

3.9.9 Maintenance Personnel

In addition to the Maintenance Manager, Contractor shall employ additional maintenance and service personnel on an acceptable fleet to mechanic ratio as necessary to properly maintain and service the BCT fleet. Within 15 months of the contract, the Contractor must have at least one mechanic, maintenance supervisor, or maintenance manager who maintains an ASE Master Transit Bus Technician certification.

Within four (4) years of the agreement, or at the time of ZEB bus procurement, whichever is sooner, the Contractor must have appropriate maintenance staff that will maintain the battery-electric buses be certified for National Fire Protection Association (NFPA) 70E, Standard for Electrical Safety in the Workplace and Occupational Safety and Health Administration (OSHA) 1910.269 Electric Power Generation, Transmission and Distribution.

Contractor shall provide training for all drivers and staff in the proper operation, inspection and maintenance of the mobile validator units described in Section 2.6.1 as well as the operation and use of the Real-Time Information System.

3.9.10 Technical Assistance

As an included element of the assistance to be provided, Contractor shall ensure the availability to the City of technical staff with knowledge and experience in Computer-Assisted Dispatch/Automated Vehicle Location (CAD/AVL) systems. This capability may be satisfied either through technical staff in the employ of the Contractor or through a documented engagement of technical consulting expertise which will be made available to the City upon a reasonable advance request. The Contractor's arrangement for meeting this requirement must be disclosed in their proposal. Contractor shall support the City's efforts with ZEB planning and operations, ZEB facility and charging station and charge management systems planning, construction and operations.

3.9.11 Training

Contractor shall provide an outline of their Safety and Training Manual and Customer Service Training Manual for City's review and approval prior to the beginning of training under this contract. The City shall assist the Contractor's training efforts by allowing the Contractor to conduct training in City facilities.

Contractor shall ensure the vehicle operators are trained in all operational procedures relating to the system. Contractor's training must include techniques for dealing with the public in a helpful and courteous manner, sensitivity training, and basic information about the service and the Beach Cities service area. This requirement pertains to regularly assigned and relief vehicle operators.

Dispatchers and any other personnel who may be assigned to telephone information lines shall receive customer service training, along with operational training, radio procedures, and accident and incident procedures. The Contractor's customer service training program shall be consistent with City customer service standards.

Contractor's employees assigned to BCT shall have detailed knowledge of BCT services (including schedules, transfer points, fare, and operating policies) and those transit operators which link up with the BCT system. All Contractor employees shall also be trained to proficiency in the requirements and responsibilities of the Americans with Disabilities Act, Title VI and

Reasonable Modification procedures and policies as appropriate to their positions.

Written documentation of all training, including new hires, recurrent, and retraining shall be maintained by the Contractor and furnished to the City upon request.

Contractor shall ensure the maintenance personnel assigned to work on BCT vehicles and equipment shall have the necessary skills to:

- Conduct preventive maintenance inspections and complete associated paperwork;
- Inspect vehicle engines, transmissions, and other mechanical, electric, and electric parts and components;
- Diagnose vehicle engine, transmission, electrical and electric component system problems; and
- Repair vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components.
- Conduct appropriate maintenance for BEB fleet, as the City transitions to ZEB operations

3.9.12 Vehicle Operator Training

Contractor shall develop, implement, and maintain a formal training and retraining program for all vehicle operators, subject to City approval. At a minimum, the program shall comply with the following requirements:

- a. New Operators: Class "C" drivers, first time Class "B" drivers and Class "B"/school bus drivers who have not had prior public transit/school bus training and at least nine (9) months of transit/school bus driving experience over the last two (2) years:
 - Acquisition of a valid Class "B" (or school bus driver's) license and Medical Certificate; plus
 - Minimum of forty (40) hours of classroom instruction covering defensive driving, first aid, Federal and State rules and regulations, accident/incident procedures, radio procedures, hands-on wheelchair and wheelchair lift procedures, patron relations, employee work rules, routes, schedules, fare, and BCT operating policies; and
 - Supervised behind-the-wheel instruction with a qualified driving instructor totaling twenty (20) hours in service and twenty (20) hours out of revenue service), including completion of driving

along all routes at least twice before being allowed to drive in service unsupervised.

- b. Experienced Operators: Class "B"/school bus drivers (with a medical certificate) who have had at least nine (9) months public transit or school bus driving experience over the previous two years, as well as proof of training and good references:
- Minimum twenty (20) hours classroom instruction on Contractor's policies, procedures, defensive driving, vehicle code, drivers notices, vehicle components, radio procedures, vehicle inspection, schedules, routes, transfer policies, fare collection, accident procedures, state rules and regulations, accident report writing; plus
 - Minimum two (2) hours classroom and supervised "hands-on" training addressing, at a minimum: wheelchair lift components, operation of the lift with and without power, loading and securement procedures, and emergency procedures; plus
 - Minimum eight (8) hours individual behind-the-wheel instruction from a qualified driving instructor while out of service and eight (8) hours individual behind-the-wheel instruction from a qualified driving instructor while in service; including completion of driving along all routes at least twice before being allowed to drive in service unsupervised.
- c. Customer Service Training: All staff, driving and non-driving, will be trained as appropriate for their position in the following topics and requirements: passenger assistance training, empathy training, serving persons with disabilities, ADA service requirements, the City's Title VI and Civil Rights policies and requirements, and reasonable modification requests.
- d. Vehicle and Area Familiarization: Additional hours of training may be required to familiarize operators with routes and with the service area. Contractor shall train vehicle operators to operate all types of vehicles operated in the BCT service.
- d. Continuing Training: Minimum two (2) hours of on-going safety and other transit related training every two months for every vehicle operator employed in BCT service.

- e. Licensing and Certifications: Contractor shall monitor and comply with any and all State regulations and requirements with respect to vehicle operator training and shall ensure all vehicle operators complete the Contractor's training program and are appropriately licensed and certified by the State of California for the service and vehicles being operated. Contractor shall keep a current list of vehicle operators and their certifications.
- f. Driver Evaluations: Contractor shall regularly evaluate each vehicle operator by a qualified instructor, including observation during revenue service.
- g. Battery Electric Vehicle Training: Contractor shall provide appropriate training for the use of battery electric buses and vehicles.

3.9.13 Uniforms

Contractor shall develop a dress code, including a standard uniform that shall be approved by the City. The uniform shall include coordinating shirts and pants/shorts, jackets and hats. Vehicle operators shall wear name tags clearly displaying their names at all times while performing duties associated with BCT. Uniforms shall clearly display (separately) both the Contractor's and BCT name/logo. The City may make exceptions to the uniform policy. However, Contractor shall ensure vehicle operators maintain a neat and clean appearance at all times.

The City shall provide BCT artwork for use in the uniform.

Each vehicle operator shall have a working timepiece available and in clear sight at all times during revenue operations.

3.9.14 Removal of Employee From Project

The City may require the immediate removal of any of Contractor's employees from BCT service for any reason, including, but not limited to, the following:

- Committing unsafe or inappropriate acts while providing service;
- Revocation, suspension, or non-renewal of a valid California driver's license;
- Conviction of any felony criminal offense;
- Unacceptable customer service as reported by customers, other vehicle operators, or directly observed by City staff or its agents;
- Non-compliance with City-specified appearance standards; and
- Failure to comply with any criteria or standards in the RFP.

3.10 Vehicles

The City will provide to Contractor the vehicles and equipment set forth in the RFP. Contractor shall only use these vehicles and their associated equipment for activity directly related to BCT unless otherwise authorized, in writing, by the City.

The City provides no administrative or non-service vehicles. Should the Contractor determine that non-service vehicles are needed, the capital, maintenance and fueling costs of such vehicles will be the responsibility of the Contractor.

Contractor shall rotate vehicles in service to result in relatively even distribution of accumulated miles on the vehicles.

Contractor shall return all vehicles to BCT at the termination of the contract in the same condition as accepted, allowing for normal wear and tear.

If a new Contractor is selected, at least 2 fixed route buses and 2 dial-a-ride buses will be made available for training. Additional vehicles may be made available depending on service and maintenance requirements.

3.11 Maintenance

Contractor shall ensure all vehicles, including future ZEB fleet facilities, and equipment meet all applicable laws, codes, and safety standards as set by Federal, State and local governments, and shall be inspected at each interval required by all governing entities.

Contractor shall, at all times, and at its sole expense, maintain all components of each vehicle in safe and proper working condition, free from damage, malfunction or deferred maintenance. At Contractor's expense, any vehicle damaged by collision or otherwise shall be repaired as expeditiously as possible.

All maintenance and repairs to BCT vehicles shall be performed by Contractor or other vendors and suppliers who are subject to prior approval by the City. Repair work shall be conducted as soon as practicable upon learning that such work is required. Contractor shall perform repair work expeditiously in response to identification of problems by vehicle operators or other staff. Contractor shall not defer repairs beyond a reasonable time.

Contractor shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions in the conduct of its maintenance functions. Contractor shall ensure that all parts, materials, tires, lubricants, fluids, oils and procedures used by Contractor on BCT vehicles shall meet or exceed original equipment manufacturer specifications and requirements. All parts installed on BCT vehicles and equipment become property of BCT.

Contractor shall remove any vehicle which sustains damage or experiences failure impairing safe mechanical operation, from service immediately, and shall not reassign said vehicle until restored to safe operating condition.

Contractor shall not remove parts or equipment from one BCT vehicle and install said parts and equipment in another BCT vehicle for any reason without the City's prior written permission.

Contractor shall pay for any repairs arising from Contractor negligence or abuse of BCT vehicles. City, in its sole discretion, shall determine what repairs are due to negligence and abuse.

Contractor shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the life of the agreement period (proof of CHP certification is required). If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the City immediately and state what is being done to correct the deficiency. If the vehicle operating authority falls under the California Public Utilities Commission (PUC) and if the PUC revokes the permits to operate the vehicles in this service as a result of unsatisfactory inspection ratings by the CHP, the vehicle shall not operate and a \$500, per vehicle per day fine shall be assessed until a satisfactory inspection report is obtained.

City reserves the right to conduct an audit of maintenance program, practices, and repairs of vehicles and equipment and at its sole discretion, to inspect and reject temporarily or permanently by notice to the Contractor, any vehicle the Contractor utilizes which the City deems unacceptable.

3.11.1 Records

Contractor shall maintain all vehicles' maintenance records required by the law, including but not limited to the following:

- Work orders for all vehicle maintenance activities;
- Maintenance reports;
- Pre-trip inspection/defect reports for each vehicle;
- Reports containing negative vehicle operator notations;
- Reports indicating a vehicle defect; and
- Reports of all road call maintenance.

Contractor shall maintain an individual file for each revenue vehicle. In addition to the items above, this file shall include, but not be limited to, the following information by date of action:

- All preventive maintenance work, including parts and labor utilized;
- All warranty work, if applicable;
- All other types of repair work, including parts and labor; and

- All fuel, fluids, and lubrication used.

Contractor shall keep an accurate record of all repair and work orders performed by, or for, the Contractor on all equipment.

Contractor shall make vehicle maintenance records available to the City's representatives for review upon request. Vehicle maintenance records shall be the City's property and at the expiration of this contract or any extension thereof, or the removal of a vehicle from the custody of the Contractor, vehicle maintenance records shall be conveyed to the City.

3.11.2 Preventive Maintenance

Contractor shall provide scheduled maintenance and preventive maintenance inspections as specified by the vehicle manufacturer, City, and all other governing entities. Contractor shall ensure that all scheduled and preventive maintenance shall be completed on a timely basis and within the established mileage interval.

Contractor shall provide a proactive preventive maintenance program for review and approval by the City prior to initiation of service. The preventative maintenance program shall include an outline of how the program is operated as well as a complete maintenance monitoring program. At a minimum, contractor's preventive maintenance program shall adhere to the industry standard maintenance schedules and shall be sufficient so as not to invalidate or lessen warranty coverage of any BCT vehicles or associated equipment.

The preventive maintenance program shall provide for (at least) the following:

- Preventive maintenance inspections every 45 days or every 3,000 miles, whichever occurs first;
- Engine oil and filter, and fuel filters changed at every 6,000 miles;
- Transmission oil and filters changed at every 12,000 miles;
- Preventive maintenance wheelchair lift inspections every 6,000 miles; and
- Preventive maintenance air conditioning inspections every 6,000 miles.

Contractor shall ensure vehicle inspections meet criteria set by CVC 34505.5 (Periodic Inspection by Motor Carrier). Vendor inspection forms shall have fields to log the minimum requirements of CVC 34505.5.

Any preventive maintenance inspection (PMI) completed more than 250 miles past PMI mileage interval shall be considered late. Any PMI inspection

completed more than 500 miles past PMI mileage interval shall be considered missed.

Missed PMIs shall result in that vehicle being non-serviceable and all days operated in revenue service under such condition shall be considered non-revenue days for the vehicle with the missed PMI for Contractor's compensation.

3.11.3 Vehicle Maintenance

In addition to preventive maintenance, Contractor shall perform general maintenance on all vehicles, including future ZEBs. General maintenance will include (at least):

- All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service;
- Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system;
- All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body, glass, logos, wraps, custom paint and all appurtenances) shall be repaired in a professional manner within 21 days of damage;
- All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional, as designed, condition at all times;
- Climate control systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times on all in-service hours;
- Seats shall be maintained in proper operating condition at all times. All rips, tears, cuts, gum, graffiti and other damage shall be cleaned or repaired in a professional manner immediately upon their discovery. Contractor shall replace seat covers that are worn or cannot be professionally repaired, using materials that are identical in design and color as those materials being replaced; and
- Farebox systems shall be maintained in proper operating condition at all times.

3.11.4 On-Vehicle Equipment

Contractor shall be responsible for the inspection, servicing, maintenance and repair of all on-board vehicle equipment, including, but not limited to, video surveillance systems, fareboxes, smart card readers/validators, annunciator systems, and digital display units. Contractor shall inform City of equipment defects/failure and City shall provide direction on remedial action

to be taken, for example, repair by Contractor, replacement with in-stock spare, or coordination with Metro TAP contractor or RTI contractor for trouble-shooting and/or exchange.

3.11.5 Roadcalls and Towing

Contractor shall develop and train maintenance and operating staff in appropriate and timely procedures to respond to roadcalls from BCT vehicles. If the roadcall is from a BCT vehicle in active service, Contractor shall endeavor to limit the disruption of service and missed trips. Drivers shall notify dispatch as soon as possible. A replacement BCT vehicle shall be placed in service within fifteen (15) minutes for roadcalls within three miles of the Kingsdale Yard, and within thirty (30) minutes for roadcalls between three and six miles of the Kingsdale yard to resume service consistent with the time schedule. Procedures will also ensure that subsequent runs are initiated on-time to minimize late runs following roadcall events.

In the event that towing of any vehicle is required due to mechanical failure or damage, Contractor shall provide such towing at Contractor's sole expense. Contractor shall ensure vehicles are always flat-bed towed, and towed within two hours of the vehicle breakdown.

3.12 Emissions Control Programs

Contractor shall have vehicles tested and certified to meet BCT, and other local, State, and Federal requirements related to exhaust smoke and engine emissions.

Contractor shall maintain any applicable California Air Resources Board Voluntary Compliance Program objectives subject to BCT operations.

Contractor shall be responsible for the administration of a smog check program for BCT vehicles. Contractor shall be responsible for emissions testing and shall be responsible to conduct repairs as required to meet emissions standards.

3.13 Pre-Trip Inspections

Contractor shall ensure each vehicle operator performs a Pre-Trip Inspection of each vehicle prior to the start of revenue service with regard to safety, function, and appearance of the vehicle, pursuant to State of California Motor Vehicle Requirements. The checklist shall be kept on file for the City and CHP review.

Daily servicing shall include, but not be limited to the following.

- Fueling
- Engine oil, coolant, water and transmission fluid check/add
- Farebox check
- Mobile Validator operation
- Wheelchair lift/ramp check
- Security Camera inspection
- Annunciator inspection and test
- Real-Time Information system test
- Brake check
- Light and flasher check
- Interior sweeping and dusting
- Graffiti removal
- BCT system map and route schedule brochure inventory
- Car Card installation and inventory
- Interior and exterior visual inspection
- Check all vehicle performance defects reported by vehicle operators to identify potential safety and reliability items requiring immediate attention, including climate control mechanisms

Contractor shall immediately repair or replace, prior to placement in revenue service, any vehicle with safety or operational problems.

3.14 City Conducted Inspections

The City will regularly inspect, examine or test any equipment and facilities used in the performance of BCT operations. The inspections may take the form of vehicle inspections, ride-alongs, visual cleanliness inspections, records inspections, or other inspections.

3.15 Vehicle Cleaning

Contractor shall maintain BCT vehicles in a clean and neat condition at all times. Contractor shall maintain a vehicle cleaning and washing log in each vehicle for the City to review and inspect.

3.15.1 Interior

Contractor shall maintain the vehicle interior in good condition. Contractor shall also ensure all corners and seams are securely fastened to the floor at all times, and the doors, stop notification devices, security cameras, annunciators, and public address systems work properly.

Contractor shall ensure the vehicle operator's area will be clean at all times. Vehicle operator's personal property shall be kept in a secure area and out of sight. Vehicle operator seats shall be maintained in accordance with the standards stated below for passenger seats.

Contractor shall check interior for damage and clear trash at the beginning and conclusion of each shift or service day.

Contractor shall not attach or place any markings on the interior of the vehicle without the City's prior written permission.

Contractor shall perform basic cleaning daily and the following maintenance weekly:

- Sweep, mop, clean, and remove all trash, gum, sticky substances, foreign objects, vermin, dirt, and dust from vehicle floors;
- Clean vehicle operator area, including but not limited to, dash controls, dashboards, above the vehicle operator area and along the front dashboard;
- Clean passenger of dust and foreign substances;
- Clean all ledges, stanchions, handrails, modesty panels, passenger signal strip and remove dust, grease, gum, or sticky substances; and
- Replenish BCT system map and route schedule brochure inventory.

Contractor shall have each BCT transit vehicle fumigated as needed by a licensed and certified pest control service. City shall approve the schedule for such service and Contractor shall provide documentation of the completion of such service. Pesticides used for this treatment shall not leave an odor or residue in the vehicles.

3.15.2 Exterior

As part of the pre-trip inspection, Contractor shall ensure vehicle operators inspect exterior of the vehicle and note any new cracks, dents, rust, scrapes, graffiti, and any other markings. Contractor shall ensure vehicle operator will make the report to the Contractor's project manager.

Contractor may not attach or place any markings on the exterior of the vehicle without the City's prior written permission.

Contractor shall wash each vehicle once a week, or more frequently as required by weather conditions, to ensure the vehicle exteriors are clean.

Contractor shall perform complete vehicle detailing on each vehicle, twice per year on a schedule approved by the City. Detailing shall include, at a minimum: the cleaning of all interior surfaces using an appropriate cleaner and treatment using an appropriate protectant; cleaning of the vehicle exterior followed by the application of an appropriate polish and wax; and cleaning, polishing and treatment of all wheels, rims and tires. Contractor shall use the following detailing materials or equivalent:

Exterior: Polish: 3M Machine Polish
Wax: Auto Magic Banana Wax
Windows: Spot Off heavy duty water stain remover
Interior Seat Cleaning: Citrus Salt Cherry Scent

Contractor shall schedule vehicle detailing in a manner that does not adversely affect the BCT service.

3.16 First Aid and Accident Kit

Contractor shall provide accident kits to be carried on BCT vehicles at all times. The kits shall contain forms for reporting accidents or incidents, body fluid clean-up kit, first aid kit, and any other material required by BCT.

3.17 Equipment and Furnishings

3.17.1 Telephone Equipment and Lines

The City maintains all telephone numbers for Beach Cities Transit information and dial-a-ride reservations and one TDD telephone number. The numbers shall be available for the Contractor's use. The City pays for all telephone services.

Contractor shall provide all telephone equipment and phone system. Contractor shall provide TDD equipment for communications with hearing impaired patrons and an answering machine for recording trip requests for the dial-a-ride service between 8:30 PM and 6:00 AM PST when the dispatch facility is closed.

Contractor shall provide an automatic call sequencer (ACS) unit which shall answer all service request calls, hold the calls in a queue if they cannot be answered immediately, and cause the calls in queue to be answered in the order in which they were received. The ACS shall capture and allow for the reporting of data on telephone system performance, including, but not limited

to, total calls received; total calls abandoned; average hold time; and maximum hold time. Contractor shall provide ACS reports to the City monthly.

Contractor shall coordinate all telephone lines in City facilities with City telecommunications personnel.

3.17.2 Radio Equipment

Contractor shall provide radio equipment and clear radio channels to dispatch and communicate with BCT vehicles. Contractor shall ensure the equipment and radio channels provide clear communications throughout BCT's service area and all satellite points. The system must also provide a GPS vehicle location capability to allow the tracking of BCT vehicles when in service.

3.17.3 Other Office Equipment

Contractor shall provide all office furniture and electronics and communications equipment necessary to effectively operate a modern office and comply with the City's reporting and communications standards. The Contractor must provide all computers and software for administration and management of the BCT system including any reservations and scheduling software for the WAVE service. The City provides no computers or software, except for the computers and monitors related to the real-time information system, which are dedicated to this system and shall not be used for any other application. For Information technology equipment located in a City facility, Contractor shall coordinate with City telecommunications staff.

3.17.4 Maintenance Equipment and Tools

Contractor shall provide all maintenance equipment and tools necessary to maintain and repair BCT vehicles in the manner required by the RFP.

3.18 Accident and Incident Reporting

Contractor shall develop, implement, and maintain formal procedures, approved by the City, to respond to and report emergencies and routine concerns that occur in the course of providing BCT service, including, but not limited to:

- In-service vehicle failures;
- Lift/ramp failures;
- Passenger disturbances;
- Passenger injuries; and
- Vehicle accidents.

Contractor shall notify the City of any accident involving a BCT vehicle within one hour of the accident (regardless of the amount of damage or lack of damage) and immediately file a police report. In case of injury accidents, Contractor shall notify the City within one hour. Contractor shall deliver a written accident report to the City within 24 hours and a complete report as soon as practical.

Contractor shall have vehicle operators report public safety incidents they observe to dispatch or to the Project Manager, who in turn, is requested to refer incidents to the proper authorities. Such observed incidents may include but are not limited to, fires, criminal acts, suspicious circumstances, public right-of-way obstructions, natural disasters, signal outages or bulb out, and collisions.

Contractor's accident and incident procedures shall require vehicle operators and/or road supervisors or other supervisory staff to take digital photos, as appropriate, of accident/incident scenes, vehicles involved (including the BCT transit vehicle), parties involved and other pertinent details. Photos shall be uploaded to a file on Contractor's computers and transmitted to City with the written accident report required above.

3.19 Fares and Fare Collection

The BCT fare is \$1 per person, with reduced fare of 50 cents for senior, disabled and Medicare cardholder passengers. BCT accepts Metro TAP EZ passes and Metro TAP Stored Value, and Access Services (ASI) cards as a paid fare. Interagency Transfers are 25 cents and BCT Transfers are free. The WAVE fare is \$1 per person, or group rides of three or more pay \$0.75 each.

Contractor shall ensure the correct identification has been presented by the passenger and verified by the vehicle operator prior to acceptance of the discount, prepaid, free or promotional fare media. In the absence of presentation and verification of the appropriate identification as indicated above, the Contractor shall collect the full adult fare, within the bounds of reasonable prevailing circumstances.

Contractor shall collect fares and account for revenues from BCT vehicles in a manner directed by the City. All fares collected are the sole property of the City. Contractor shall develop written procedures for fare collection for the City's approval. The procedures must include:

- Emptying all fares and transfer slips from the fare box on each BCT vehicle daily;
- Confirming that the amount of the collected fares and transfer slips collected correspond to the reported number of passengers carried;
- Depositing the total amount of fares collected in a manner specified by the City, including the use of an armored security service for pick up;

- Provide the City with a completed BCT Farebox Deposit Breakdown report no later than the next business day [See Attachment 5]; and
- Comply with Mobile Validator system rules and reporting.

The City reserves the right to count revenues contained in each farebox vault at any time with no notice and to change the delivery process with 30 days written notice.

The City will provide fare boxes on all BCT vehicles and pay for the armored truck service. The current Contractor is using fare boxes manufactured by Diamond Manufacturing. TAP mobile validators are provided by Metro during the term of the Agreement. New fareboxes may be purchased in the future.

Metro will transition the mobile validators currently used on the fixed route fleet. They will be known as Bus Smart Card Validators (BSV) which will collect fares via a physical or virtual TAP Card. Metro is working on integrating credit card fare payments via the TAP system.

3.20 Financial Records

Contractor shall establish and maintain, within a separate account, all project expenditures and any other relevant financial records or documents. The Contractor shall submit invoices to the City within fifteen days after the end of the month for the fixed route, dial-a-ride, and special services operated during the reporting period. Invoices shall be included with the Monthly Program Report documentation. City will pay Contractor within 30 days after receipt of approval of the monthly program report. All invoices shall be addressed as follows:

Transit Manager
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

All invoices, monthly reports, supporting documents, and other financial records relevant to the contract shall be subject to inspection and audit by representatives of the City, United States Department of Transportation, State Controller's Office, Controller General of the United States, and Metro.

Any time during the term of the contract, or for four years after its expiration or termination, authorized representatives of the City may conduct an audit of the Contractor regarding the services provided under the contract. If such audit finds that the City's financial liability for such services is less than payments made by the City to the Contractor, the Contractor agrees that the difference shall be either repaid by the Contractor to the City by check payment, or at the City's option, credited against any future payments due to the Contractor.

If such audit finds that the City's financial liability for services provided is greater than made by the City to the Contractor, the difference will be paid to the Contractor by the City by check payment within 45 days of calculating the amount.

3.21 Operating Reports

Contractor shall submit monthly program reports to the City with the monthly invoice. The reports are due no later than 15 days after the end of the month and shall include, but may not be limited to daily, monthly and year-to-date information. The monthly program report shall include, but may not be limited to, the following information:

- Daily Status Report [submitted by email daily]
- Daily Dispatch Log [submitted by email daily]
- Operational and performance data
- Fare Collection information (including all TAP card activity)
- Fuel statistics
- Employee Hours FTA Report
- National Transit Data Reporting
- Maintenance Status Reports
- Incident and Accident Reports
- Customer Service Reports- Complaints/Compliments/Comments
- NTD Random Sampling and Reporting
- NTD Incident Reports
- Drug and alcohol tests
- Safety and Training activities; and
- Road Call and Vehicle breakdowns.

3.21.1 Fixed Route Service

Contractor shall provide a fixed route service report which shall detail information for each individual route and the total of all routes. The report shall include, but may not be limited to, the following information:

- Passenger miles
- On-time performance by route
- Number and percentage of missed/late pull-outs
- Number and percentage of missed/late trips
- Ridership counts by day, mode, route, and fare type
- Vehicle revenue hours and total hours by route
- Vehicle revenue miles and total miles by route
- Tripper Bus Report by line showing hours, miles and days of service
- Number of wheelchairs
- Farebox revenue
- TAP card usage by product type

3.21.2 Dial-A-Ride Service

Contractor shall provide a dial-a-ride report which shall include, but not be limited to, the following information:

- List of all scheduled trips or portions thereof missed, with explanations
- Passengers by fare type
- Wheelchair passengers
- Passengers per revenue hour
- Passengers per revenue mile
- Vehicle revenue hours and total hours by vehicle
- Vehicle revenue miles and total miles by vehicle
- Average response time for now and same day trips (time between the call-in and pick-up)
- On-Time performance
- Cancelled trips
- Total no show trips
- Trip time
- Total Trips
- Total Trips by city of origin and city of destination
- Farebox revenue
- TAP card usage

3.21.3 TAP Card Reporting

TAP provides daily and monthly comma separated value (CSV) and PDF reports to the City that include ridership and fare revenue data. The City will provide the daily reports to the Contractor to integrate the data in the daily activity and monthly reports. The reports are used to reconcile ridership and fare revenue data. The various reports are:

Report	Description	Daily CSV	Daily PDF	Monthly CSV	Monthly PDF
A102	Transaction Report	X	X		
P105	Ridership by Device	X	X	X	X
P100	Ridership by Product	X	X	X	X
S101	Stored Value Report			X	X

3.21.4 Customer Service Reporting

Sample TAP reports are posted on the BCT website at www.beachcitiestransit.org

Contractor shall provide a Customer Service Report which shall provide detailed information (including contact information) for each customer comment, complaint and compliment. The report shall include comments, complaints or compliments concerning any aspect of BCT. Comments, complaints or compliments shall be individually listed by date and subject, and be accompanied by their resolution (for comments and complaints).

City representatives shall occasionally ride-along to record passenger activities and observe Contractor-patron interactions.

3.21.5 FTA Required Reporting

Contractor shall conduct on-board data collection on both fixed route and demand response services each year as directed by the Federal Transit Administration (FTA) National Transit Database (NTD), to statistically compute valid passenger mile data.

Contractor shall use the random sample technique described in FTA Circular C 2710.1A for fixed route passenger sampling and a 100 percent passenger miles data per FTA Circular C 2710.2A for demand response. City shall provide the random sample dates for fixed route. Contractor shall submit the daily random-sample trip sheets no later than 10 days after the trip sampling has been performed.

Contractor shall ensure that all reported NTD data meets FTA requirements and definitions. Contractor shall adhere to the most recent NTD data collection procedures.

Contractor shall submit consistent and accurate data necessary to complete the following forms and information, by mode, on a monthly basis:

- Daily Random-Sample Trip Sheets for use in reporting passenger miles traveled;
- Ridership Activity Form MR-20;
- Safety & Security Forms S&S-50 Non-Major Incidents and S&S-40 Major Incidents;
- Maintenance Performance Form R-20;
- Energy Consumption Form A-30;
- Transit Agency Service Form S-10;
- Operating Expenses by Function (F-30)
- End of month cumulative lifetime mileage by vehicle for use in preparing the Revenue Vehicle Inventory Form A-30 (i.e., mileage as of June 30th of each year is required as well as the start and end of each Agreement Period); and
- Other FTA required information.

3.21.6 Additional Reporting Requirements

A. Federal NTD Safety and Ridership Report (Monthly)

The Contractor will collect, report, and submit data to the City for the monthly NTD Ridership Report and Safety and Security Report for fixed route and DAR reporting. Reporting is conducted through the Federal NTD web portal by City staff. Monthly reports are due by the last day of the subsequent month. The Contractor may be granted access for direct reporting to NTD.

B. Federal NTD Passenger Mile Random Survey Report (Monthly)

The Contractor will collect, report, and submit data for the monthly Passenger Mile Traveled Random Survey Report for fixed route service. The number of passenger mile random surveys requested monthly shall be designated by the City. The Contractor will collect 100% count DAR Passenger Miles Traveled data through the dispatching software.

Should the FTA or other funding agencies change reporting requirements; the City will notify the Contractor of new or revised reporting requirements, including, but not limited to, reporting related to the City's Public Transportation Agency Safety Plan and Transit Asset Management Plan.

3.22 Performance Standards

Contractor shall provide service in a manner which shall ensure responsive service to BCT patrons and maximize service reliability and safety. The performance standards that are defined herein identify key areas of concern to the City. Failure to provide service that consistently meets these standards may be considered cause for the City to cancel the contract. Circumstances outside the Contractor's control shall be taken into consideration by the City.

3.22.1 Program Standards

Measure	Standard
Accident reports	Contractor shall file police report immediately and notify City within one hour (immediately if injuries are involved). Contractor shall further provide a written summary to City within 24 hours.
Cleaning of vehicles	Contractor shall wash exterior once a week or more frequently as required by weather, and detail twice a year. Contractor shall clean interior daily as specified by the RFP.
Daily inspections and logs	Contractor shall ensure vehicle operators complete daily inspection and log.
Farebox receipts	Contractor shall remove all receipts from revenue vehicles daily, and count and deposit said revenue.
FTA Reports	Contractor shall meet all obligations of Section 3.21.5, collect data, and provide the required data for FTA reporting. The data must be acceptable to FTA and the City.
Maintenance, Preventive Maintenance and Inspections	Contractor shall perform maintenance, preventive maintenance and inspections in compliance with CHP Regulations and manufacturer's guidelines.
Safety	Contractor shall achieve a "Satisfactory" CHP Vehicle and Terminal Inspection rating.
Vehicle accessibility	Contractor shall ensure all vehicles in revenue service will be equipped with a properly operating passenger lift or ramp.
Vehicle operator appearance	Contractor shall ensure vehicle operators will be in City-approved uniform at all times when in service.

3.22.2 Fixed Route Standards

Measure	Standard
Calling out stops	Contractor shall ensure vehicle operators will announce bus stops per ADA regulations when the annunciator is not in operation.
Destination signs	Contractor shall ensure vehicle operators will display the correct destination information and special messages (e.g., "Happy Holidays") and remove in a timely manner when no longer appropriate.
Established route	Contractor shall ensure vehicle operators will not deviate from established route alignment without approval by dispatch unless at direction of law enforcement.
On-time departure	Contractor shall ensure on time departure unless the departure is delayed by circumstances beyond Contractor's control.

On-time performance	Contractor shall ensure 90% of trips (measured monthly) will be zero minutes early, and no more than five minutes late.
Missed Trips	Contractor shall ensure there will be <u>zero</u> missed BCT fixed route trips.

3.22.3 Dial-A-Ride Standards

Measure	Standard
Missed trips	Contractor shall ensure there will be <u>zero</u> missed WAVE Dial-A-Ride trips.
Reservation on-time performance	Contractor shall ensure 90% of vehicle arrivals will be between 15 minutes before and 15 minutes after the scheduled pick-up time.
Same day request wait time	Contractor shall ensure wait times for trips requested on the same day will not exceed 30 minutes from the time the request is made to the time a vehicle arrives.

3.23 Asset Management Requirements

Contractor shall assist City in the monitoring and reporting as specified in City's Transit Asset Management Plan in compliance with FTA regulations.

3.24 Environmental Requirements

3.24.1 Spill Prevention, Control and Countermeasure Plan

Contractor shall prepare and maintain a Spill Prevention, Control and Countermeasure Plan ("Plan") in compliance with 40 CFR Part 112 for the BCT Transit Operating Facility. A completed Plan shall be provided to City no later than 30 days prior to the start of service under this RFP and Plan shall be updated and revised as needed to ensure compliance with the requirements of 40 CFR Part 112 and to reflect any changes to the facility, equipment or maintenance and operating practices.

Contractor shall implement and carry out the actions specified in the Plan and shall document the performance thereof to the City as part of its monthly reporting.

3.24.2 EPA Hazardous Materials

Contractor shall be responsible for obtaining an EPA Identification number from the California Department of Toxic Substances Control, compliance with all Hazardous Waste Generator Requirements, and the disposal of any generated hazardous waste.

3.24.3 Hazardous Materials Business Plan (HMBP) Program

Contractor shall be responsible for complying with the HMBP requirements if any of the following hazardous materials quantities are met or exceeded: 55 gallons of a liquid, 500 pounds of a solid, or 200 cubic feet of compressed gas, or extremely hazardous substances above the threshold planning quantity (40 CFR, Part 355, Appendix A). If any of these thresholds are met, Contractor is required to: (1) Inventory their hazardous materials; (2) Develop a site map; (3) Develop an emergency plan; and (4) Implement a training program for employees. Businesses must submit this information electronically to the statewide information management system (California Environmental Reporting System, or CERS).

More information about this requirement may be found at:
[Hazardous Materials Business Plan Program | CalEPA](#)

4.0 INTELLIGENT TRANSPORTATION SYSTEM (ITS) REQUIREMENTS

A. General

1. BCT shall provide the Contractor with the use of Intelligent Transportation Systems (ITS) products, which are designed to: improve system communications; Real-Time Transit Information Systems (RTIS); to promote and enhance overall system quality and efficiency through tracking schedule adherence and route adherence; to provide bus stop announcements; and to provide more accurate and timely information and data on system and Contractor performance.
2. The Contractor shall fully utilize the ITS system in order to achieve the objectives described in paragraph (1) and to maximize the benefits available to Line 102, Line 109, and the Dial-a-Ride system through the use of ITS.

B. Operator Use and Training

1. The Contractor shall be responsible for BCT ITS operator and supervisor training throughout the Agreement Term. This includes information on the purpose, objectives, capabilities, and key features of the ITS system; procedures for logging into the system at the start of operations and for logging off at specified times or events; procedures for using mobile computer/display terminals (MCT/MDTs) and the communications system for communication with dispatchers; and actions or steps to be taken in the event of system problems or malfunctions.

2. The Contractor shall assure and document in writing that all operators are fully trained in the use of the onboard ITS equipment and functions.
3. The Contractor shall assure and document in writing that all operators are fully trained in the use of the onboard ITS equipment and functions.
4. The Contractor shall assure that each vehicle operator logs into the ITS system at the commencement of a trip, route, or operation and uses the ITS system throughout his or her shift during daily operation of a Revenue Vehicle. The Proposer shall consistently monitor these requirements and shall enforce and remedy any failure of an operator to comply up to and including termination.

C. Dispatcher Use and Training

1. The Contractor shall be responsible for utilizing the BCT Real-Time Information System and training dispatchers throughout the Contract Term. The training shall include information on the purpose, objectives, capabilities, and critical features of the ITS.
2. The Contractor shall assure and document in writing that each individual involved in dispatching is fully trained in the use of the ITS and communication systems and all related equipment, under the appropriate training program or procedures.
3. The Contractor shall require its dispatchers to log in or connect operators to the full capability of the ITS and communication systems, its equipment, materials, and components in the event an operator fails to take that action upon commencement of a trip, route, or operation. Following such steps, the operator shall receive disciplinary action.
4. Each Dispatcher shall be provided log in information for all ITS and pertinent software, currently used is Syncromatics. Dispatchers are required to log in with their own account with their own password. Sharing log in information and passwords is strictly prohibited.

D. Maintenance Use and Training

1. The Contractor shall be responsible for the maintenance, and replacement of the ITS equipment in conjunction with the City's ITS contractor. The ITS system equipment may be under maintenance warranty with the ITS provider. Service Contracts may be available for the Proposer to purchase from the ITS vendor.
2. The Contractor shall assure and document in writing that each individual involved in the maintenance of the ITS have been thoroughly trained and is

proficient in the appropriate maintenance procedures and requirements under manufacturers and industry standards.

E. Data Collection: The Contractor will be responsible for accurate and regular collection and review of all transaction logs, pull-out sheets, incident logs, and other information collected or reported on the ITS system. All transactions and data entered must be entered in real time. Activity summaries shall be included in the monthly report.

F. Remove and Install ITS Equipment: The Proposer shall be responsible for the removal of ITS and communication equipment from retired Revenue and Non-Revenue Vehicles and the installation of same onto replacement Revenue Vehicles as directed by BCT transit staff. BCT has new ITS wiring harnesses installed by the bus manufacturer when new buses are ordered so that only existing hardware needs to be removed from existing retired units. BCT shall be responsible for the cost of acquiring and installing new equipment on a new bus if there is not sufficient or serviceable ITS and communication equipment for transfer from retired to new buses.

5.0 TRANSITION OF VEHICLES

The fleet inspection and turnover process will be finalized at the first transition meeting between the City and the representatives of the current and incoming Contractors. No less than 4 weeks prior to the transition date representatives of the two Contractors, overseen by the City, will jointly inspect each vehicle in the BCT fleet and prepare a detailed list of any defects or deferred maintenance items and also review the maintenance records of each vehicle to ensure their completeness. The City will meet with the representatives of both Contractors to review the listings of defects/deferred maintenance by vehicle and will determine which defects or deferred maintenance items are to be corrected by the current Contractor at their cost. During the week prior to transition, representatives of the two Contractors will reinspect each vehicle to verify that the identified work has been completed.

If necessary, the City has the right to bring in an independent third-party maintenance expert to inspect and resolve issues of deferred maintenance or body repair. The outgoing Contractor is responsible for returning all BCT vehicles to the City in roadworthy and fully-operable condition, normal wear and tear excepted. The incoming Contractor shall not be financially responsible for correction of deferred maintenance or body damage existing at the time of vehicle transfer.

**SECTION 5
SAMPLE TRANSIT SERVICE AGREEMENT**

**CITY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY
THE CONTRACT TEMPLATE AT ANYTIME, AND THE FINAL CONTRACT
MAY DIFFER FROM THE TEMPLATE PROVIDED**

**MANAGEMENT AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF BEACH CITIES TRANSIT FIXED ROUTE
TRANSIT BETWEEN THE CITY OF REDONDO BEACH AND**

This MANAGEMENT AGREEMENT FOR THE OPERATION AND MAINTENANCE OF BEACH CITIES TRANSIT (“Agreement”) is made between the City of Redondo Beach, a Chartered Municipal Corporation (“City”) and _____, a _____ (“Contractor”).

RECITALS

WHEREAS, the City desires to provide public transportation services in the City and the cities of Hermosa Beach, Manhattan Beach, and El Segundo; and

WHEREAS, Contractor has the management and technical personnel, expertise, experience, and qualifications necessary for the management and operation of public transit services

WHEREAS, Contractor has proposed to provide such services to the City; and

WHEREAS, Contractor warrants that the representations made in its proposal as described in Exhibit “D” are true and Contractor is bound by each of its representations; and

WHEREAS, City desires to engage Contractor to perform said services.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to the following:

1. Agreement. This Agreement consists of this document and all attached exhibits, which are incorporated herein by reference:
 - a) Exhibit “A”: FTA Required Contract Clause Certification and FTA Contract Clauses
 - b) Exhibit “B”: Scope of Work
 - c) Exhibit “C”: 2023 Request for Proposals
 - d) Exhibit “D”: Contractor’s Proposal

- e) Exhibit "E": Insurance Requirements
- f) Exhibit "F": Cost Proposal
- g) Exhibit "G": Terms for Compliance with California Labor Law

Notwithstanding the foregoing, any language in Exhibit "B" and Exhibit "C" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement. In the event of a conflict among the provisions of the foregoing documents, the provisions of this Agreement shall govern, then, in alphabetical order, the provisions of Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "F", and Exhibit "G". Exhibit "E" shall stand alone.

- 2. Scope of Services. Contractor is to perform all the services set forth in Exhibit "B", Scope of Work, as amended by any Addenda.
- 3. Term of Agreement. The term of this Agreement shall commence on July 1, 2025 and terminate on June 30, 2031 ("Base Term"), unless otherwise terminated herein.

The term of this Agreement may be extended at the sole discretion of the City for two (2) additional two-year period, commencing on July 1, 2031 ("Option Period"), by a written amendment executed by both parties, and approved by City Council. Thereafter, this Agreement may proceed month to month by a mutual written amendment executed by both parties and approved by City Council. However, in no event shall this Agreement continue beyond September 30, 2034.

- 4. Commencement of Performance. Contractor's services shall commence operation of the Beach Cities Transit service on July 1, 2025.

- 5. Contract Administration. Pursuant to the terms of this Agreement, the Contractor is responsible for project management of the Transit Services according to specified operating procedures. The City may establish additional rules which are reasonable for operation of this service after consultation with the Contractor.

- a) **City's Lead Representative.** Unless otherwise designated in writing, the Transit Manager or designee shall serve as the City's representative for the administration of the project. All activities performed by the Contractor shall be coordinated with this person.
- b) **The Contractor's Manager in Charge.** Contractor's Project Manager shall be in charge of the project for the Contractor on all matters relating to this Agreement and any agreement or approval made shall be binding on the Contractor.

- 6. Service Levels to be Operated. During the Base Term and Option Period, Contractor shall operate the annual levels of service specified in Section 3.6 of the Exhibit "B", unless adjusted by the City as specified herein.

7. Compensation and Method of Payment. For performance of such services City shall pay Contractor a not to exceed amount of \$_____, for the Base Term (six years) which shall constitute full and complete compensation for the Contractor's services under this Agreement based on the rates set forth in Exhibit "F". In no event shall Contractor's compensation exceed \$_____ for services performed during the Base Term.

Said sum shall be paid for full performance of those services described in this Agreement and may be decreased for unsatisfactory performance of those services described herein.

Said compensation shall be paid by the City out of the City's Proposition "A" Local Return funds, Formula Allocation Funds, and other transit funding which may include federal and state funding.

- a) Monthly Invoice. Contractor shall submit for the preceding month the Monthly Invoice on a form approved by the City listing the monthly fixed route and dial-a-ride Vehicle Revenue Hours provided and other related expenses. Contractor shall submit the Monthly Invoice, with the Monthly Operating Report on or before the 10th day of each month. City agrees to pay Contractor within 30 days of receipt of Contractor's invoice, unless City, in good faith, disputes any item in the invoice. In such event, City shall pay the amount not in dispute, and shall enter into good faith negotiations to resolve the disputed matter. In the event Contractor and City cannot resolve the dispute within 30 days, City in its sole discretion, shall decide the amount to be paid to Contractor.

- b) Fee Structure. City agrees to pay Contractor based on a Fixed Fee and Fixed Hour Rate Fee Structure as follows.

- i. Fixed Fee. Contractor shall be paid a Fixed Fee for each Contract Period, payable in monthly installments, to cover the costs of performing those services set forth in Exhibit "B" and Exhibit "F".

- ii. Fixed Hourly Rate. On a monthly basis, Contractor shall be paid a Fixed Hourly Rate for each documented Vehicle Revenue Hour as defined in Exhibit "B", operated during that month, within the authorized service levels specified in this agreement.

- iii. Therefore, the City shall pay the following amounts:

- (1) Base Term (72 months):

- (a) **Fixed Fee:** During each month of the Base Term, the following monthly fee shall be payable to Contractor:

Year One: \$ _____
Year Two: \$ _____
Year Three: \$ _____
Year Four: \$ _____
Year Five: \$ _____
Year Six: \$ _____

- (b) **Fixed Hourly Rate:** During each year of the Base Term,

the following Fixed Hourly Rate shall be payable to Contractor for each documented Vehicle Revenue Hour of service operated in Fixed Route and Dial-A-Ride service:

Year One:	\$ _____
Year Two:	\$ _____
Year Three:	\$ _____
Year Four:	\$ _____
Year Five:	\$ _____
Year Six:	\$ _____

(2) Compensation in Option Period. In the event that the one, (1) two-year option period is exercised by the City, Contractor's compensation will be negotiated between the parties, but in no event shall that compensation increase by more than the annual increase in the Consumer Price Index for the State of California (Los Angeles-Riverside-Orange County statistical area) for the most recently reported calendar year.

8. Out-of-Contract Rate. Out-of-contract services will be provided by Contractor upon request by the City Transit Manager or designee, as described herein, and shall not be in violation of Federal Transit Administration, (FTA) Charter Regulations:

a) Out of contract services, specifically directly arising out of any emergency declared by Federal, State or local agencies:

i. Non-driving services directly related to any emergency declared by Federal, State or local agencies, such as additional services beyond the requirements described in "Exhibit B", are subject to the rates set forth in Exhibit "G" and Exhibit "G-1". In the event these services are requested by the City, then Contractor shall perform such services at City's direction.

b) Out of contract services, specifically driving services, the following subsections shall apply.

i. When out-of-contract services fall within normal service hours and City directs that normal operating personnel should be used to provide the out-of-contract services, such services shall be provided at the Vehicle Revenue Hour rate for that period during the Base Term or any Option Period, if exercised.

ii. Out-of-contract services falling outside normal operating hours (as defined in Exhibit "B") or otherwise not provided in Exhibit "B" or Exhibit "C", if requested by the City, shall be provided by the Contractor at a market rate not to exceed 120% of the regular Vehicle Revenue Hour Rate. Contractor shall bill City for any such extra services separately from Contractor's regular monthly invoice under this Agreement.

- c) The amount paid by the City for extra services pursuant to this Section 8 shall not be subject to the not to exceed compensation set forth in Section 7. However, in no event shall the amounts paid under subsections (a) and (b) in the aggregate exceed \$1,000,000.
9. The amount paid by the City for extra services pursuant to this Section 8 shall not be subject to the not to exceed compensation set forth in Section 7. However, in no event shall the amounts paid under subsections (a) and (b) in the aggregate exceed \$1,000,000.
10. Changes in Level of Service. City may adjust the level of service at its discretion. Contractor shall not make operational modifications that affect the level of service, including but not limited to, hours or operation, schedules, and routes without the prior written approval of the City. City shall give Contractor sixty (60) days written notice of modifications that the City determines are major and may provide Contractor with less notice if the City determines modifications are minor. If the City makes modifications which increase or decrease the level of service more than twenty five percent (25%) of the Vehicle Revenue Hours set forth in Exhibit "B", City and Contractor may negotiate a change in the hourly rate, and subsequently execute a written amendment modifying said hourly rate.
11. Fare Revenues and Fare Box Control. All fare revenues collected by Contractor shall be the property of the City. Contractor shall collect all fares in a locked fare box approved by the City. Contractor shall empty all fares and transfer slips from the fare box daily, and reconcile and report in writing to the City the next business day, and in the monthly operating report. Contractor shall reconcile the amount of the collected fares and transfer slips to correspond with the reported number of passengers carried. Contractor shall prepare the fare deposit for the City contracted armored security company pick up of the total amount of fares collected.
12. Force Majeure. Contractor shall not be in breach of this Agreement in the event of delays, failure to perform, or excess costs caused by the following: acts of nature (including fire, epidemics, earthquake, flood or other natural disaster), acts of the government (riots, war, or civil disorder), labor strikes, or unavailability of fuel.
13. Liability Insurance/Indemnification Requirements.
- a) Insurance. Contractor shall comply with the requirements set forth in Exhibit "E". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

Notwithstanding the foregoing, California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

14. Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City), the City and the cities of Hermosa Beach, Manhattan Beach, and El Segundo, and all their elected and appointed officials, officers, employees, agents, independent contractors, and volunteers from and against any and all claims, demands, causes of action, compensation, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorneys' fees, expert witness fees, and other related costs and expenses), judgments, fines, penalties, liens of every nature, and other amounts arising or claimed to arise, directly or indirectly, out of Contractor's (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for to the extent such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.Responsibilities of the Contractor
- a) Licenses/Fees/Taxes/Permits. Contractor shall have the sole obligation to pay all license fees, assessments, and taxes, including but not limited to, sales tax, business licenses, vehicle licenses, property or other taxes, plus applicable penalties and interest which may be imposed upon the Contractor by any governmental entity.
 - b) Non-Discrimination and Equal Employment Opportunity. The Contractor represents and agrees that it does not and will not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, gender, sexual orientation, or physical disability in the performance of any Agreement with the City, and shall comply with the provisions of all Federal, State, and local laws, including without limitation, the State Fair Employment Practices Act, the Federal Rights Act of 1964 and all amendments thereto, and the Americans with Disabilities Act of 1990.
15. Record Keeping and Reporting
- a) Record Keeping Requirements. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including all books, accounting records, reports, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "B" and Exhibit "C". Contractor shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files. Contractor shall provide the City with all information necessary to complete

FTA National Transit Database (NTD) Reports. In the event of litigation or settlement of claims arising from the performance of this contract, Contractor agrees to maintain all documents and records, as defined in this section, until the City, the FTA, the Comptroller General, or any of their duly authorized representative, have disposed of all such litigation, appeals, claims or exceptions related thereto. Contractor acknowledges and agrees that any records maintained pursuant to this Agreement may be subject to the California Public Records Act and agrees to indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any documents and records.

- b) Report Requirements. All reporting documents shall be produced accurately and in a timely manner as indicated herein on a monthly basis as required by the City, or at such other frequency established by the City. These reports shall be submitted in a form compatible with existing City record keeping. Contractor shall submit additional written reports as requested by the City for specific purposes.
 - c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
 - d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.
16. Audits. All invoices, monthly reports, supporting documents, and other financial records relevant to this Agreement shall be subject to inspection and audit by representatives of the City, United States Department of Transportation, State Controller's Office, Controller General of the United States, and Metro. Operational Records/Data and Vehicle Maintenance Records collected by the Contractor shall be provided to the City at the end of the contract period, including but not limited to, electronic versions of customer data.
17. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any termination by City, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not. In the event the City receives federal funding during the term of this Agreement for the services described herein, the termination

provisions in Exhibit "A" shall supersede this section.

18. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement for default by giving written notice, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement. Contractor may terminate this Agreement upon default by the City which is not cured within 30 days following written notice to the City stating the basis of such default.
- a) Suspension/Termination of the Agreement for Cause. The following shall constitute a material breach of the Agreement by Contractor and serve as the basis for termination by the City:
 - i. Bankruptcy of the Contractor, being placed in receivership, or assignment by it for the benefit of creditors;
 - ii. Failure or refusal of the Contractor (after written warning by the City) to perform service and meet the City's goals and objectives, in a satisfactory manner, including a satisfactory level of vehicle maintenance;
 - iii. Failure or refusal of the Contractor to comply with City's instructions or with applicable local, state or federal codes and laws;
 - iv. Failure of the Contractor to receive a "pass" rating from the California Highway Patrol Carrier Motor Safety inspector; Contractor shall notify the City within 24 hours if it has received a "fail" rating on any system vehicle. Contractor must provide evidence that its maintenance facilities and/or vehicles have been re-inspected and have received a "conditional" rating within one hundred eighty (180) days. Failure to notify the City, take action to correct the problem, or present the vehicle for re-inspection may result in suspension/termination of the contract;
 - v. Failure by the Contractor to perform any of its obligations shall not constitute a breach of contract, if such failure is caused by an act described in Section 11 of this Agreement;
 - vi. Failure or refusal by Contractor to abide by the Reporting Requirements as described herein;
 - vii. Failure to maintain the insurance coverage as described in this Agreement.
 - viii. Failure to Meet Specifications. City reserves the right to withhold payment to Contractor, suspend the contract, provide substitute services with all charges in excess of contract rates to be paid by the Contractor, in the event Contractor fails to meet any of the specifications in regards to vehicle maintenance, or service quality as described in this Agreement, until such time as the City determines that Contractor has satisfactorily corrected any deficiencies. Such suspension shall be considered for

cause, and the Contractor may not claim any damages against the City for any action or suspension.

- b) Opportunity to Cure. If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 19. Non-Assignability. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

- 20. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 21. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 22. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all

professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.

23. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
24. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
25. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
 - a) Contractor further acknowledges that in the event, this is a federally assisted construction contract, federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. Contractor understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), the higher of the two will prevail.
 - b) Prevailing Wages. City and Contractor acknowledge that in the event this project is a public work to which prevailing wages apply, Contractor shall comply with the Terms for Compliance with California Labor Law Requirements set forth in Exhibit "G", which is attached hereto and incorporated by reference.
 - c) Intelligent Transportation Systems – National Architecture. For all ITS property and service, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and 23 CFR Parts 655 and 940.

26. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
29. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
30. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
31. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach, and such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
32. Notices. Written notices to each party shall be given by registered or certified mail, postage prepaid and addressed to or personally served on:

 Notices, reports and statements to the City shall be delivered to: City

 of Redondo Beach
 415 Diamond Street
 Redondo Beach, CA 90277
 Attn: Transit Manager

 Notices, reports and statements to the Contractor shall be delivered to:

 Contractor's Name
 Contractor Address
 Attn: _____
33. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

34. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
35. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
36. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
37. Inspection. If the services set forth in Exhibit "B" and Exhibit "C" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
38. Services. The project or services set forth herein shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth herein are itemized by price, the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth herein, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
39. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:
- Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or

not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, a written amendment providing for more compensation shall be executed by Contractor and the City, and approved by the City Council. City shall provide extra compensation to Contractor on a fair and equitable basis.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Manager as long as a written appeal is submitted to the City Manager within five (5) days after the staff's determination is received by Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

40. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
41. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
42. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
43. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties and approved by the City Council.
44. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
45. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
46. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery;

and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the compensation set forth in Section 7.

- 47. Federal Funding. In the event the City receives federal funding for this Agreement, Contractor shall comply with all applicable FTA regulations, policies, procedures, and directives, as more specifically set forth in Exhibit "A". Failure to do so will constitute a material breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this _____ day of _____, 2025.

CITY OF REDONDO BEACH

Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

FTA REQUIRED CONTRACT CLAUSE CERTIFICATION

[Clause language is based on FTA Report No. 0105, FTA Best Practices Procurement and Lessons Learned Manual, October 2016, and FY24 CORETAP (FTA Contractor's Manual Triennial Reviews)]

(Checkbox)

	1.	No Government Obligation to Third Parties (by Use of a Disclaimer)
	2.	False or Fraudulent Statements or Claims – Civil and Criminal Fraud
	3.	Access to Third Party Contract Records
	4.	Changes to Federal Requirements
	5.	Equal Employment Opportunity
	6.	Termination
	7.	Disadvantaged Business Enterprises (DBE)
	8.	Incorporation of Federal Transit Administration Terms
	9.	Debarment and Suspension (Non procurement)
	10.	Resolution of Disputes, Breaches, and Other Litigation
	11.	Lobbying
	12.	Clean Air
	13.	Clean Water
	14.	Fly America
	15.	Notice to FTA and US DOT Inspector General of Information Related to Fraud, Waste, etc.
	16.	Employee Protections
	17.	Transit Employee Protection Arrangements
	18.	Charter Bus Operations
	19.	School Bus Operations
	20.	Drug Use and Testing
	21.	Alcohol Misuse and Testing
	22.	Energy Conservation
	23.	Recycled Products
	24.	Seat Belt Use
	25.	Distracted Driving
	26.	ADA Access
	27.	Prohibition on Certain Telecommunications Equipment

Signature: _____

Title: _____

Company Name: _____

Date: _____

FEDERAL CONTRACT CLAUSES

[Clause language is based on FTA Report No. 0105, FTA Best Practices Procurement and Lessons Learned Manual, October 2016.]

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from this underlying Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO THIRD PARTY CONTRACT RECORDS

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. CHANGES TO FEDERAL REQUIREMENTS

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

5. EQUAL EMPLOYMENT OPPORTUNITY

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against

individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. TERMINATION

Termination. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

- (a) Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
 - (1) The Recipient has failed to make reasonable progress implementing the Award;
 - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or
 - (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
- (b) Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- (c) Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with “no year” funds can receive FTA assistance to the extent FTA deems appropriate.
- (d) Uniform Administrative Requirements. These termination rights are in addition to and in no way limit the Federal Government’s rights to terminate described in 2 CFR § 200.340.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible. 49
5. C.F.R. § 26.13(b).

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the City's written consent; and that, unless the City's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

1. **Overview.** It is the policy of the City and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City to:
 - a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 - b. Create a level playing field on which DBE's can compete fairly for DOT- assisted contracts;
 - c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 - d. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
 - e. Help remove barriers to the participation of DBEs in DOT assisted contracts;
 - f. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
 - g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Agreement is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set

forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Agreement. The City shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the City consider during its review of the Contractor's submission package, the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the City.

2. **Contract Assurance**. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate.

3. **DBE Participation**. For the purpose of this Agreement, the City will accept only DBE's who are:

- a. Certified, at the time of bid opening or proposal evaluation, by the Los Angeles Metropolitan Transportation Authority, City of Los Angeles, or the California Unified Certification Program (CUCP); or
- b. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- c. Certified by another agency approved by the City.

4. **DBE Participation Goal**
The City of Redondo Beach DBE participation Overall Goal is 21% and the contract goal is 0%. This goal represents those elements of work for FTA-assisted contracting opportunities by the City performed by qualified Disadvantaged Business Enterprises.

Although the City has not established a contract-specific Disadvantaged Business Enterprise (DBE) goal for this FTA federally funded project, bidders are encouraged to take all reasonable steps to obtain DBE participation and ensure that DBEs can fairly compete for and perform on the City's federally funded contracts and subcontracts as set forth in Part 26, Title 49 CFR.

5. **Proposed Submission**
Each Contractor, as part of its submission, shall supply the following information:

- a. A completed **DBE Utilization Form as provided in Exhibit "A"** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Agreement.

b. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under this Agreement, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule**. No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the City.

c. An original **DBE Letter of Intent** from each DBE listed in the **DBE Participation Schedule as provided in Exhibit "A"**.

d. An original **DBE Affidavit** from each DBE stating that there has not been any change in its status since the date of its last certification.

6. Good Faith Efforts

If the Contractor is unable to meet the goal set forth in the DBE Participation Goal, the City will consider the Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City will consider as part of the Contractor's good faith efforts include, but are not limited to, the following: Documented communication with the City's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

a. Pre-bid meeting attendance. At the pre-bid meeting, the City generally informs potential contractors of DBE subcontracting opportunities;

b. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;

c. Written notification to DBE's encouraging participation in the proposed Agreement; and

d. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Agreement:

- a. The names, addresses, and telephone numbers of DBE's that were contacted;
- b. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- c. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the City.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the Agreement. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the City may take into account the performance of other Contractors in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Contractors, the City may view this as evidence of the Contractor having made good faith efforts.

7. Administrative Reconsideration

Within five (5) business days of being informed by the City that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the City. The City will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

8. Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** without the City's prior written consent. The City may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond

to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the City in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with subsection 10 below (Sanctions for Violations).

9. Continued Compliance

The City shall monitor the Contractor's DBE compliance during the life of this Agreement. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the City that** summarize the total DBE value for this Agreement. These reports shall provide the following details:

- a. DBE utilization established for the Agreement;
- b. Total value of expenditures with DBE firms for the quarter;
- c. The value of expenditures with each DBE firm for the quarter by race and gender;
- d. Total value of expenditures with DBE firms from inception of this Agreement; and
- e. The value of expenditures with each DBE firm from the inception of the Agreement by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the City. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Contractor shall permit:

- a. The City to have access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the Contractor and other DBE parties entered into during the life of this Agreement.
- b. The authorized representative(s) of the City, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Agreement.
- c. All data/record(s) pertaining to DBE shall be maintained as provided in Section 14 of this Agreement.

10. Sanctions for Violations

If at any time the City has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- a. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- b. Termination or cancellation of this Agreement, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests by the City which would cause the City to be in violation of the FTA terms and conditions.

9. DEBARMENT AND SUSPENSION (NON PROCUREMENT)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180.

These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or

- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any agreement that may arise from this offer. The Contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. RESOLUTION OF DISPUTES, BREACHES, AND OTHER LITIGATION

The City and the Contractor shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the City Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The City Representative shall make a written decision regarding the dispute and will provide it to the Contractor. The Contractor shall have the opportunity to challenge in writing within ten (10) working days to City's Executive Director or his/her designee. If the Contractor's challenge is not made within the ten (10) day period, the City Representative's decision shall become the final decision of the City. The City and the Contractor shall submit written, factual information and supporting data in support of their respective positions. The decision of the City shall be final, conclusive, and binding regarding the dispute, unless the Contractor commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

11. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. CLEAN AIR ACT

The Contractor agrees:

- a. It will not use any violating facilities;
- b. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- c. It will report violations of use of prohibited facilities to FTA; and
- d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

13. CLEAN WATER

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. FLY AMERICA

a. *Definitions.* As used in this clause:

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c. If available, the Contractor, in performing work under this Agreement, shall use U.S.- flag carriers for international air transportation of personnel (and their personal effects) or property.

d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

e. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this Agreement that may involve international air transportation.

15. NOTICE TO FTA AND US DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ETC.

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of an underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted Project for which this contracted work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a Project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

16. EMPLOYEE PROTECTIONS

The Contractor agrees to comply with applicable transit employee protective requirements, as follows:

- A. The Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The Contractor also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

17. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

a. Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

- b. **Contract Work Hours and Safety Standards for Awards Not Involving Construction** The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of four (4) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

18. CHARTER BUS OPERATIONS

Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b. FTA regulations, “Charter Service,” 49 C.F.R. part 604;
- c. Any other federal Charter Service regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

Contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA
- b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
- c. Any other appropriate remedy that may apply.

Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

19. SCHOOL BUS OPERATIONS

Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this Agreement that may operate public transportation services.

20. DRUG USE AND TESTING

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before January 31st for the previous calendar year and to submit the Management Information System (MIS) reports to the Transit Manager by January 31st. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

21. ALCOHOL MISUSE AND TESTING

1. Requirements. The Recipient agrees to comply and assures that its Third Party Participants will comply with:
 - i. Federal transit laws, specifically 49 U.S.C. § 5331;
 - ii. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and
 - iii. Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.
2. Remedies for Non-Compliance. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

22. ENERGY CONSERVATION

Energy Conservation - Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

23. RECYCLED PRODUCTS

Recovered Materials - The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

24. SEAT BELT USE

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City.

25. DISTRACTED DRIVING

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

26. ADA ACCESS

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

27. PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the

Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DBE UTILIZATION FORM

The undersigned Contractor has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The Contractor is committed to a minimum of ____% DBE utilization on this contract.

Date: _____

Signature: _____

Company Name: _____

Title: _____

DBE PARTICIPATION SCHEDULE

The Contractor shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Contractor shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participati on Percent (of Total Contract	Description of Work to Be Performed	Race and Gender of Firm

PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____
(Title - e.g., President, Vice President, etc.) of _____ ("Company"), do
state the following with regard to payments made under Contract No. _____
("Contract"):

1. ___ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than thirty (30) business days after Contractor received payment from City.
2. ___ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the City. In addition, Contractor has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City may cause the Payment Request to be rejected by City.)
3. ___ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than thirty (30) business days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ___ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.
5. ___ The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor is required to return any retainage payments to those subcontractors after the subcontractor's work related to this contract is satisfactorily completed and within 30 days of Contractor's receipt of the partial retainage payment related to the subcontractor's work. Attach a copy of the written approval from the City.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

EXHIBIT "B"

SCOPE OF WORK

DRAFT

EXHIBIT "C"

2025 REQUEST FOR PROPOSALS

DRAFT

EXHIBIT "D"
CONTRACTOR'S PROPOSAL

DRAFT

CITY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THE INSURANCE REQUIREMENTS AT ANYTIME, AND THE FINAL INSURANCE REQUIREMENTS LANGUAGE MAY DIFFER FROM THE TEMPLATE PROVIDED

EXHIBIT "E"

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California. Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$10,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this program or be twice the occurrence limit.

Automobile Liability: \$10,000,000 per occurrence.

Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, their officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, their officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure

to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "F"
COST PROPOSAL

DRAFT

EXHIBIT "G"

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

5. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-

five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

9. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

10. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

SECTION 6

Required Proposal Forms (PDF writable forms)

Required Proposal Forms (PDF writable forms documents are posted through the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>

REQUIRED FORMS CHECKLIST

All forms are posted electronically through the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo> .

The following forms must be completed, properly executed, and included in each Proposal in order for that Proposal to be valid. Missing, incomplete or unexecuted forms may render a Proposal noncompliant and cause that Proposal to be rejected for cause.

The forms appearing here will also be provided in PDF Writable Format, Microsoft Word or Excel on the City's website to expedite proposal preparation.

- A. Proposal Questionnaire
- B. Proposal Checklist
- C. Addenda Acknowledgement
- D. References
- E. Proposed DBE Participation
- F. Non-Collusion Affidavit for Contractor
- G. Certification of Primary Participant Regarding Debarment, Suspension, And Other Responsibility Matters
- H. Certification of Restrictions on Lobbying
- I. Comptroller General's List of Ineligible Contractors
- J. Prompt Payment Affidavit
- K. DBE Participation Schedule
- L. DBE Utilization Form
- M. FTA Contract Clauses Certification

Exhibit C Cost Proposal (Excel file)

ATTACHMENTS

- 1 BCT Fleet Inventory**
- 2 Wage Ranges and Benefits for Existing Hourly Employees**
- 3 BCT Operating Statistics, FY 2021-2024**
- 4 Fleet Replacement Plan**

**ATTACHMENT 1
BCT Vehicle Inventory List Table As of June 30, 2024**

Fleet No.	Vehicle Description	Model Yr.	Capacity Amb/Whch	Fuel	Ending Miles as of 6/30/2024	In-Service Date	Engine Type	Warranty Info
516	MV-1	2014	3+1	CNG	51,065	3/1/2018	-4.6 Ford motor	Expired
517	CHAMPION LF E450	2019	14/2	CNG	36,110	10/17/2019	Ford 6.8 V10	Expired
518	CHAMPION LF E450	2019	14/2	CNG	41,730	11/1/2019	Ford 6.8 V10	Expired
519	CHAMPION LF E450	2020	14/2	CNG	45,027	6/1/2020	Ford 6.8 V10	Expired
520	CHAMPION LF E450	2020	14/2	CNG	46,493	8/18/2020	Ford 6.8 V10	Expired
521	CHAMPION LF E450	2020	14/2	CNG	45,944	6/1/2020	Ford 6.8 V10	Expired
544	ELDORADO - EZ RIDER II	2015	29	CNG	339,893	2/9/2015	Cummings ISOG 8.9	Expired
545	ELDORADO - EZ RIDER II	2015	29	CNG	375,624	1/20/2015	Cummings ISOG 8.9	Expired
546	ELDORADO - EZ RIDER II	2015	29	CNG	362,298	1/20/2015	Cummings ISOG 8.9	Expired
547	CHAMPION LF E450	2018	10/2	CNG	85,874	10/17/2019	Ford 6.8 V10	Expired
548	CHAMPION LF E450	2018	10/2	CNG	79,671	10/17/2019	Ford 6.8 V10	Expired
549	ELDORADO - EZ RIDER II	2022	29	CNG	64,900	2/10/2023	Cummings ISOG 8.9	12/13/2024
550	ELDORADO - LF-40	2003	41	CNG	59,914	9/1/2005	Cummings ISOG 8.3	Expired
551	ELDORADO - EZ RIDER II	2022	29	CNG	66,404	2/10/2023	Cummings ISOG 8.9	12/13/2024
552	ELDORADO - EZ RIDER II	2022	29	CNG	62,157	2/10/2023	Cummings ISOG 8.9	12/13/2024
553	ELDORADO - EZ RIDER II	2023	29	CNG	37,123	9/28/2023	Cummings ISOG 8.9	8/13/2025
554	ELDORADO - EZ RIDER II	2023	29	CNG	33,120	9/28/2023	Cummings ISOG 8.9	8/13/2025
555	ELDORADO - EZ RIDER II	2023	29	CNG	47,124	8/30/2023	Cummings ISOG 8.9	8/13/2025
556	ELDORADO - EZ RIDER II	2023	29	CNG	41,084	8/30/2023	Cummings ISOG 8.9	8/13/2025
557	ELDORADO - EZ RIDER II	2023	29	CNG	41,053	8/30/2023	Cummings ISOG 8.9	8/13/2025

ATTACHMENT 2

Wages Ranges and Benefits for Existing Hourly Employees

WAGE RANGES AND BENEFITS FOR HOURLY EMPLOYEES –Effective July 2025.

***Driver Wages**

Length of Service	July 2025	July 2026	Number of Employees
New Hire Trainee	\$22.50	\$22.50	0
0-12 months	\$25.20	\$26.45	5
13-24 months	\$25.60	\$26.90	8
25-36 months	\$26.00	\$27.30	3
37-48 months	\$26.40	\$27.75	4
49-60 months	\$26.80	\$28.15	3
61 + months	\$30.00	\$31.50	12

Other Hourly Employees

Operations Supervisors

July 2025	FTE
\$32.00	2

*Mechanics

July 2025	July 2026	FTE
\$40.00	\$42.00	1

*ZEB Mechanic

July 2025	July 2026	FTE
\$44.00	\$46.00	1

Maintenance Supervisor

July 2025	FTE
\$45.00	1

*Utility/Service Worker

July 2025	July 2026	FTE
\$23.00	\$24.00	2

Dispatchers

July 2025	FTE
\$29.00	3

Admin Clerk

July 2025	FTE
\$25.00	1.5

*Driver Premium Pay. A Driver who conducts in Service Revenue Training and Behind-the-Wheel (BTW) shall be paid a premium of \$1.00 per hour above the driver's current wage rate. The selection of the Driver for Revenue training or as a BTW Trainer shall rest solely with the company. Drivers performing Revenue Training or as a BTW must complete all evaluations and paperwork and other duties as assigned by the Company.

***Medical Insurance**

There are two Insurance Plans: 1) Transportation Concepts—Blue Shield for non-union members and Teamsters Union—Universal Health Care for members only. If an employee elects to participate in a company medical insurance plan, the company contributes \$775 to the monthly employee-only medical premium cost for 2025 and \$850.00 for 2026.

***Dental Insurance**

Dental is available through Principal. Employees pay 100% of the contribution.

***Vacation**

Fulltime employees earn the following vacation days based on years of service:

Years of Service	Vacation Days Earned	Accrual Cap
Start – 3 months	0 days	
3 months – 35 months	5 days per year	10 days
36 months – 60 months	10 days per year	20 days
61 months – 119 months	15 days per year	30 days
120 months and more	20 days per year	40 days

***Paid Holidays**

All full-time employees who have completed 90 days of continuous service are entitled to the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. All employees will also receive one additional paid Personal Holiday per year after completing one (1) year of service.

***Bereavement Leave**

Employees shall in the event of the death of the employee's spouse, registered domestic partners, parents, step-parents, children, step-children, brother, sister, grandparents, or grandchildren be granted up to three (3) work days paid and two (2) additional unpaid days if needed. Operators may substitute paid leave for the additional two (2) days if they choose. Substantiation of relationship and funeral needs may be required.

***Sick Leave**

Full-Time employees who have completed 90 days of continuous service will receive 48 hours of sick leave per year. Sick Leave will not accumulate from year to year.

Sick Leave will not accumulate from year to year and will not be paid out at the time of termination from the Company.

Sick leave cannot be used the day before or the day after an approved holiday.

Sick leave is intended to compensate employees in the event of an absence due to illness or any other use permitted by state law. Unused sick leave will not be paid out upon termination or voluntary quit from the company.

***Company Meetings**

Safety meetings and other informational meetings may be required by the Company from time to time. Employees shall attend such meetings as required by the Company. If such meetings are mandatory, the employees shall be paid for their time. The company will make every effort to schedule mandatory meetings around the employee's schedule. If the employee attends a mandatory meeting on their regular day off because there were no other meeting times available during their regular scheduled work day, the employee will be entitled to a minimum of 4 hours pay.

*** CBA with Teamsters 572**

ATTACHMENT 3

BCT Operating Statistics, FY 2021 – 2024

Revenue Service Hours	102	102 Tripper	109	Total FR	DAR	Total Hours
FY 2021	12,754	258	17,351	30,363	5,784	66,510
FY 2022	14,043	959	20,285	35,287	6,357	76,931
FY 2023	13,808	905	21,729	36,442	6,876	79,760
FY 2024	13,639	879	20,307	34,825	7,387	77,037

Revenue Miles	102 & Tripper		109	Total FR	DAR	Total Revenue Miles
FY 2021	130,540		208,289	338,829	26,902	704,560
FY 2022	143,595		251,568	395,163	41,978	832,304
FY 2023	133,841		248,943	382,784	102,095	867,663
FY 2024	113,433		248,781	362,214	58,351	782,779

Passengers	102 & Tripper		109	Total FR	DAR	Total Passengers
FY 2021	74,092		87,239	161,331	4,845	327,507
FY 2022	148,728		139,173	287,901	7,464	583,266
FY 2023	127,237		140,553	267,790	9,768	545,348
FY 2024	107,130		142,877	250,007	10,603	510,617

SECTION 7

BCT TRANSIT SERVICES STUDY PLANNING FOR BCT ZEB BUS CONVERSION AND OMF

CARB's ICT mandate requires that small transit agencies (including BCT) submit a Council-approved ZEB Rollout Plan by June 30, 2023, and begin purchasing ZEBs in 2026, with a goal of 100% transition by 2040. The regulation provides exemptions for agencies based on a lack of feasible vehicle alternatives, challenging terrain, operating profiles that aren't feasible with ZE alternatives, and other challenges. The purpose of this component of the TSS is to develop a CARB-compliant zero-emission rollout plan in response to the ICT Regulation and a transition plan and strategy for BCT's goal of a 100% ZE fleet.

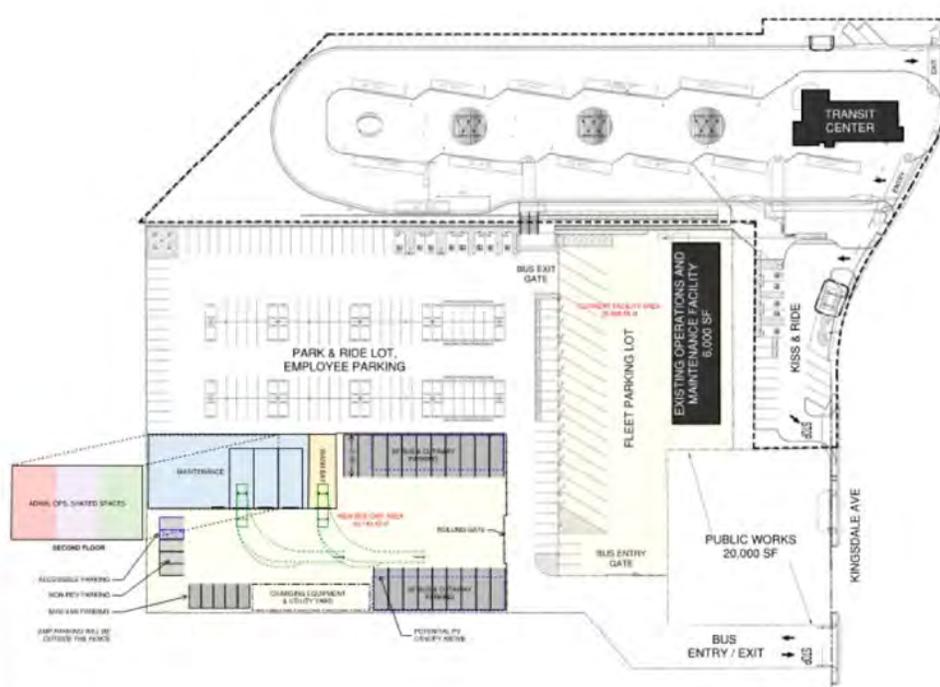
Predictive power and energy modeling was completed to understand the optimal ZEB fleet for BCT. Through this modeling and other considerations, it was determined that battery-electric buses (BEBs) are the preferred technology choice for BCT over hydrogen fuel cell electric buses, as BCT can largely transition its current fleet to BEBs in a 1:1 manner. Transitioning to a BEB fleet will also help reduce BCT's greenhouse gas footprint by 87%.

A fleet replacement plan and infrastructure phasing schedule were developed so that BCT will achieve a 100% ZEB fleet by 2040, with the first BEB purchase in 2029. This timeline is required to accommodate necessary infrastructure modifications and construction of a new facility.

A power demand model and charging profile was developed to understand power and charging requirements for BCT's future BEB fleet. The charging profile utilizes in-depot overnight charging and avoids charging during peak hours to minimize energy costs. The charging profile shows a maximum power capacity of ~700 kW seen during the overnight refueling window.

OMF (OPERATION MAINTENANCE FACILITY)

Analysis of BCT's OMF shows that it is too small to sustain BCT's long-term operations and transition to ZEBs and needs replacement. Space needs programming shows that the current facility is about 6,000 sq. ft. undersized for current operations. A conceptual master plan was developed for BCT's new facility that will accommodate the slight fleet growth resulting from the recommended service plan and BEB operations and maintenance. The plan is shown in Figure 1-8.



Charging equipment, electrical utility improvements, and other infrastructure required to support ZEBs is detailed in the full report. Future planning and design needs are summarized below and phased to align with the delivery of the first BEB is estimated after 2030.

- 2024: Environmental (CEQA and NEPA) clearances
- 2026: Architectural and Engineering (A&E) services
- 2027: Construction Management (CM) services
- 2028: Commence facility construction
- 2030: Facility construction complete in time for the first BEB

Upgrades to utility equipment will be another key factor in upgrading the OMF building for any additional onsite ZEB fueling equipment. The chargers would likely each require a new 480 V electrical feed with a new service from SCE. SCE has significant distribution lines along Kingsdale Ave that could potentially feed a new service to the chargers.

Due to the existing operations and maintenance building and bus parking area being too small and in need of a replacement to sustain for future operations. Proposed building areas that we would need to add would be a wash bay, building utilities, maintenance, operations, administration, shared spaces, and building utilities. Please see below the square footage for these proposed building areas:

Table 9-1: Proposed Building Areas

Department	Proposed Areas	Notes
Maintenance	7,626	Three maintenance bays, shops, storage, etc.
Operations	1,698	Ops offices, dispatch suites, operator lockers, etc.
Administration	2,116	Offices, workstations, conference rooms, etc.
Wash Bays	1,440	Manual wash bay
Shared Spaces	2,460	Restrooms, lockers, break room, training room, etc.
Building Utilities	924	Electrical, mechanical, IT, custodial rooms
Total:	16,264	*Values are in square feet unless noted otherwise.

To reduce the overall impact on the existing park-and-ride lot, the OMF is proposed to be a two-story building to reduce the overall footprint of the facility. However, this is a more expensive solution due to the nature of the building being more complicated and requiring stairs and an elevator. BCT and the City of Redondo Beach (City) may wish to consider the pros and cons of this approach for the future design phases for the facility

Table 9-2 outlines the various parking needs for revenue, non-revenue, and employee vehicles. These areas equate to the largest program areas for any transit operations and maintenance facility as illustrated in Table 9-3 below. Since space is a significant premium at the BCT OMF location, employee parking is proposed as being ‘outside the fence’ of the facility as a part of the park-and-ride lot.

The Non-Revenue and Employee Parking Quantities are based on general rule-of-thumb estimates for similar-sized operations. Future detailed space needs programming should consider shift overlaps, peak visitor demands, and general staffing projections to right-size the future parking needs at a new facility.

Table 9-2: Proposed Parking Sizes and Quantities

Vehicle Type	Space Standard	Quantity	Notes
30' Fixed-Route Bus	14' x 35'	15	Revenue fleet = 23 vehicles
Cutaway Bus	14' x 30'	3	
Passenger Van	10' x20'	5	
Non-Revenue	10' x20'	3	
Employee Parking	9' x18'	56	Parking for relief vehicles, maintenance trucks, etc. Includes visitor, accessible, and employee electric vehicle spaces

Table 9-3 summarizes the potential site area needs for a new bus operations and maintenance facility for BCT’s projected fleet and assumed space needs. The existing facility, at 35,700 sq. ft., is only about 75% of the projected needed size of the new facility of 45,700 sq. ft. This number could vary depending on specific site conditions, construction budgets, preference on building setbacks, and desire for the potential for additional growth beyond the horizon of this study. Regardless, the need for additional space is clear based on this discrepancy between the existing site and the future needs of the agency.

Table 9-3: Proposed Site Areas

Area	Proposed Area	Notes
Building Total	16,264	Table 9-1 above
Fleet & Non- Revenue Vehicle Parking	16,555	Summation of parking quantity in Table 9-2. Parking areas plus 50% grossing factor for circulation aisles, etc
Employee Parking	16,695	Summation of parking quantity in Table 9-2. Parking areas plus 50% grossing factor for circulation aisles, etc
Misc. Exterior Spaces	4,135	The estimated area includes space for future expansion.
Grand Total:	~ 54,000	= ~1.23 acres
		Values are in square feet unless noted otherwise

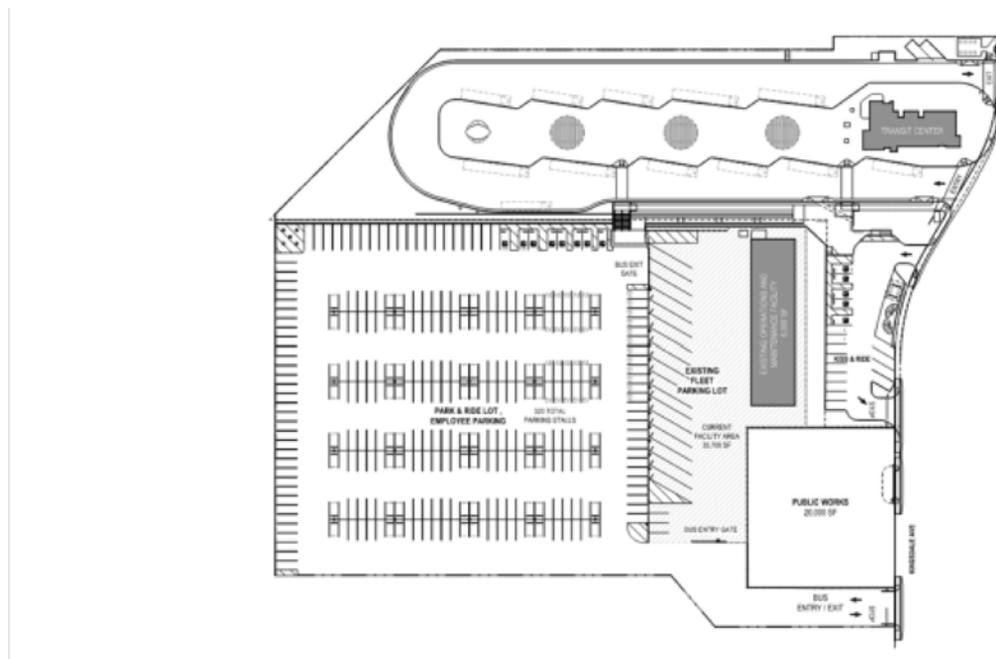
The proposed site area size should be considered as an approximation for a new facility of the programmatic requirements noted herein. Various design options may result in slightly different outcomes for the final space needs and facility size. Planning for future growth beyond the horizon of this study should also be carefully considered so the agency is not short on space for another 15 to 20 years without any opportunity for expansion.

Conceptual Master Plan Layout of New Facility

One of the first steps in establishing a viable property is to evaluate the zoning of the parcel(s) proposed for a new facility. The property is zoned I-1: Industrial. Fortunately, the existing facility and property are already in a zone suitable for use as a vehicle maintenance facility and a conditional use permit or other administrative process should not be required for the permitting of the new facility.

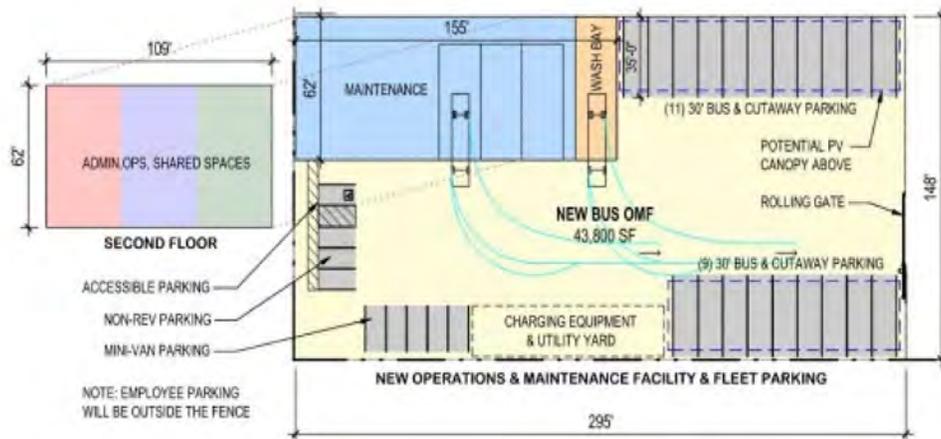
The area of the property where the new OMF is proposed is an open parking lot in the southwest corner (see Figure 9-1 below) with little to no existing infrastructure to displace. There do not appear to be any underground or above-ground utilities in this area and this portion of the site should be relatively simple to construct a new facility within.

Figure 9-1: Existing Conditions Site Plan for Transit Center & Existing Operations & Maintenance Facility



However, it is not within the scope of this study to provide a detailed site assessment of the existing conditions so a detailed site survey and existing condition investigation should be provided prior to the detailed design of the new facility. The proposed conceptual site plan in

Figure 9-3: Enlarged Plan for New Operations & Maintenance Facility

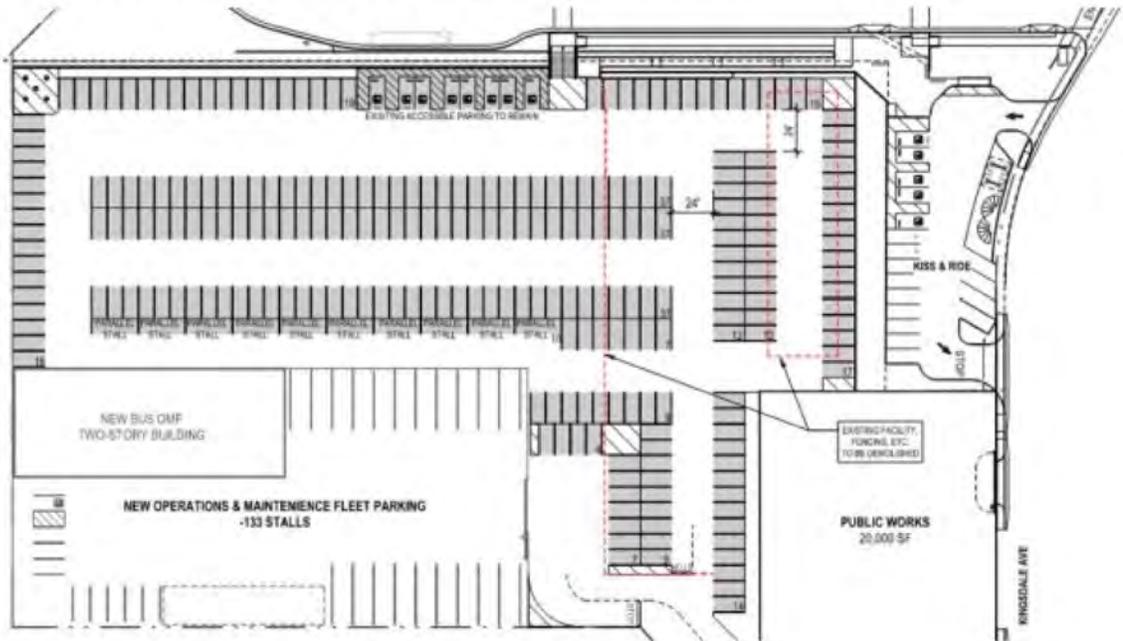


The proposed layout considers employee parking to be outside the actual OMF boundary. The fenced-in OMF will contain parking for the transit fleet, non-revenue vehicles, and accessible employee/visitor spaces. Adequate space is allocated for the vehicle charging equipment and the associated electrical infrastructure that would also be required. This equipment would include charging cabinets, switchgear, transformer, backup generator, and/or battery-energy storage system. The master plan also considers the potential for photovoltaic solar canopies over the bus parking to aid in offsetting demand from the electrical grid. As previously noted, the building is proposed to be two floors to reduce the overall impact on the site. The administration, operations, and shared spaces would be on the second floor over about two-thirds of the ground floor maintenance level.

In order to maximize the parking capacity of the park-and-ride lot and following the demolition of the existing bus facility, the parking lot could be reconfigured and restriped per Figure 9-4 below. The existing lot accommodates 320 total parking spaces. The new OMF would remove about 133 spaces, but the removal of the existing OMF would allow for about 83 new parking spaces. The final net parking total would be about 270 spaces, a reduction of about 50 spaces from the current condition. For a 270-space parking lot, eight accessible spaces are needed with one of which being van accessible, 54 spaces would need to be clean-air/EV capable with 14 of those with electric vehicle charging stations per CalGreen table 5.106.5.3.1.

Figure 9-4

Figure 9-4: Enlarged Plan of Potential Park-and-Ride Lot Modifications



Financial Services

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ADDENDUM #1 (53 Pages)

RFP NUMBER: 2425-003

**RFP NAME: Operation and Maintenance of Beach Cities Transit
Fixed Route Transit and Dial-A-Ride Services**

ADDENDUM DATE: 7:00 p.m., November 12, 2024

ISSUED BY:


Robert Norman, Financial Services Dept.

The following constitutes Addendum #1:

- 1. Responses to Questions 1 - 103**
- 2. Agreement with Transportation Concepts, Beach Cities Transit and Teamsters Local 572 (Related to responses to questions 27, 38, 39 & 45)**
- 3. List of Union Employees (Related to response to question 45)**
- 4. Floorplan of IT Comm Closets (Related to response to question 58)**
- 5. Monthly Passenger Fares Collected for 12 Months (Related to response to question 84)**
- 6. Updated Exhibit C - Cost Proposal (Included as a Separate Excel File)**

This Addendum must be acknowledged electronically through the Procurement Portal via OpenGov on the City's website at the following link:

<https://procurement.opengov.com/portal/redondo/>

OR if a proposal is delivered directly to the City by courier, in-person, or mail, then acknowledgement of this Addendum must be included with your sealed proposal.

ACKNOWLEDGED:

Company Name: _____

Signature: _____ **Date:** _____
Authorized Representative

RFP#2425-003 Addendum 1 - Response to Questions		
#	Question	Response
1	Does the Agency/Authority/District approve of using their logo in the bid response?	<i>Yes, the City would authorize the use of the BCT logo in your bid response.</i>
2	Please confirm that only submitting an Electronic proposal is acceptable?	<i>Please refer to submittal instructions on page 12 of City of Redondo Beach Beach Cities Transit Proposal #2425-003. Responses must be submitted electronically through the City's procurement portal hosted by OpenGov on the City's website at https://procurement.opengov.com/portal/redondo</i>
3	Does the Cost sheet submittal need to be uploaded through the portal in excel format or can it be in PDF format in alignment with the proposal submittal?	<i>Yes, complete the Cost Submittal via Excel format provided and upload it through the portal in OpenGov.com. Your completed Cost Proposal sheet may be submitted in PDF format. However, responses must submitted electronically through the City's procurement portal hosted by OpenGov on the City's website at https://procurement.opengov.com/portal/redondo</i>
4	On the Cost Proposal pages 1 and 5 are password protected so we cannot include proposing firm name. Please correct	<i>The Cost Proposal pages were reviewed and the first tabsheet (Price Proposal) was corrected to make the field for the firm name fillable. The fourth tabsheet (identified as page 5 - Non-driving Service Hourly Rate) had no issues and no changes were made to it.</i>
5	Section 3.1 Bus Stop Maintenance (pg. 41 of RFP) - Please confirm that the contractor is responsible for bus stop cleaning. This function is currently provided by the City	<i>Yes, the contractor will be responsible for bus stop maintenance as indicated in page 41 of the BCT RFP #2425-003. Bus stop maintenance shall occur on an as-needed basis and will be dependent on the specifics of a highly frequented bus stop. Bus stop maintenance will include trash removal, signage repair or replacement, and graffiti removal from bus stop amenities.</i>
6	Please confirm if pricing will be evaluated based on the entire 6-year period	<i>Yes</i>
7	Will the City accept e-signatures?	<i>The City will accept e-signatures on the Required Proposal Forms to be submitted with the proposal.</i>
8	Will the City of Redondo Beach please extend the due date until December 13, 2024? This will allow bidders ample time to respond to City of Redondo Beach answers to questions that are scheduled to be published on November 12th.	<i>Unfortunately, the due date cannot be extended. Please refer to RFP 2425-003, on page 12 of Section 2 for the deadline proposals are due.</i>

RFP#2425-003 Addendum 1 - Response to Questions

#	Question	Response
9	Will the City of Redondo Beach please consider reducing the 25% trigger threshold for service modification to 10-15%? This provides adequate protection to both the client and contractor.	<i>The City cannot change the 25% trigger threshold.</i>

RFP#2425-003 Addendum 1 - Response to Questions		
#	Question	Response
10	Will the City of Redondo Beach please confirm the number and type of telephone drops currently being utilized in the operation of BCT?	<i>The current contractor uses a VOIP phone system with 7 Polycom VVX400 IP Phones.</i>
11	Will the City of Redondo Beach please confirm the number and type of radios currently being utilized in the operation of BCT?	<i>Existing Contractor provides Kenwood NX-3820HGK - UHF (450-512 MHz), 20 installed, one base station and 3 portable hand held radios.</i>
12	Will the City of Redondo Beach please confirm the contractor is responsible for telephones and radios?	<i>Yes, the contractor is responsible for telephones and radio equipment.</i>
13	Will the City of Redondo Beach please confirm there are no bonding requirements with this solicitation?	<i>To be determined.</i>
14	This section states, "Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time." We respectfully request that the City revise this section to reflect the following language, "Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements Standard ISO forms which shall be subject to City approval. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time." Endorsements are ISO industry standard endorsement and cannot be modified with manuscript wording.	<i>The City cannot modify this section with the proposed language. The suggested language already generally restates the City requirements and is somewhat redundant. The City states that Standard ISO forms which are subject to city approval may be acceptable.</i>

RFP#2425-003 Addendum 1 - Response to Questions

#	Question	Response
15	<p>This section states, "Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein." We respectfully request that the City revise this section to reflect the following language, "Contractor shall furnish separate certificates and endorsements for each subcontractor"</p>	<p><i>No, we cannot change the City's Insurance requirements. Refer to the RFP 2425-003, page 121.</i></p>

RFP#2425-003 Addendum 1 - Response to Questions		
#	Question	Response
16	Is the Agency intending to include OEM driver and maintenance training in Zero Emission bus purchases?	<i>Yes, we would expect the vendor to provide for OEM driver and maintenance training.</i>
17	Is the Agency intending to provide PPE, insulated tooling, high voltage signage and barriers, and high voltage fall protection, for the high voltage vehicles?	<i>The contractor is responsible for this. The City of Redondo does not provide this service.</i>
18	Is the Agency planning for in-route charging? If so, what type (depot, inductive, or pantograph) and at what locations/addresses?	<i>The City has not made a final decision on this issue.</i>
19	Has a scheduling or bus blocking analysis been performed regarding the plans for ZEB rollout?	<i>Not at this time. Please refer to the BCT ZEB Rollout Plan posted in OpenGov for RFP 2425-003 on October 17, 2024.</i>
20	Who will be responsible for battery replacements (Agency or Contractor)?	<i>To be determined.</i>
21	Has an analysis been completed to determine how terrain, weather, temperature, traffic, and other operational factors will affect the range of the vehicles? What does the fleet look like going forward, considering it may not be a 1:1 ratio?	<i>No, an analysis has not been done. The City has not started implementing the ZEB Rollout Plan due to staff turnover.</i>
22	Do you have a resiliency solution identified regarding the ZEB rollout?	<i>No, an analysis has not been done. The City has not started implementing the ZEB Rollout Plan due to staff turnover.</i>
23	1) Please clarify what software is paid for by the city.	<i>The City pays for the annunciator software system.</i>
24	2) Please clarify what software is the responsibility of the contractor.	<i>Refer to RFP 2425-003, Section 3.0 Responsibilities of Contractor. Contractor is responsible for dispatching, telephone systems software, operating statistics, scheduling, etc.</i>
25	The RFP indicates that the contractor shall be responsible for the use, maintenance, and safekeeping of all the city owned equipment. Does this exclusively refer to vehicles listed on attachment 1 on page 128?	<i>The contractor is responsible for maintaining all City equipment, including but not limited to, BCT fleet information as referred on pg 128 of the RFP 2425-003.</i>
26	The RFP indicates a replacement cycle in which buses will be replaced with ZEB beginning in 2029 with a complete ZEB fleet will be achieved by 2040. Please confirm that this is still the intention of the city.	<i>Please refer to the RFP 2425-003, in Attachment #4 on page 133. The Fleet Replacement Plan is subject to change.</i>
27	Will the City of Redondo Beach please provide vendors with a copy of the current Collective Bargaining Agreement and any current or anticipated MOU's?	<i>Please refer to the Teamsters Agreement Local 572 provided in Addendum #1.</i>

RFP#2425-003 Addendum 1 - Response to Questions		
#	Question	Response
28	Are there any other pass-thru cost that was not mentioned in section 3.1.4	<i>Refer to RFP 2425-003, all current pass-through costs have been stated in Section 3.1.4.</i>
29	Please provide a few examples of out of contract services	<i>Some examples include: summer camp transportation, Beryl Elementry School trip to the Chart House Restaurant and public works department job walk-thrus.</i>
30	Please indicate whether the ZEB Infrastructure, tooling, and safety equipment will be provided by the City during the base term of the contract.	<i>To be determined. Please refer to RFP 2425-003, Section 3.0 Responsibilities of Contractor, Section 3.17.</i>
31	Please indicate whether the City will provide lifts and shop tools. Can the City provide a list of all maintenance equipment that will be provided?	<i>Contractor is responsible for all required equipment in the manner required by the RFP 2425-003.</i>
32	Please provide the number of bus stops the contractor will have to maintain with the estimated time to maintain, frequency, and provide some details around the responsibility for maintaining the bus stops. Please provide the number of trash cans and the frequency for cleaning.	<i>There are approximately 238 stops to be maintained. Maintenance of bus stops is as needed. Regarding time to maintain and frequency of maintenance, we are expecting bidders to draw upon their experience elsewhere to provide good-practice estimates.</i>
33	If a new provider is selected and retains existing operators of the service do the operators have to meet the " b. Experienced Operators: Class "B" training requirement"	<i>All existing operators meet this requirement.</i>
34	Will the City of Redondo Beach please provide Deadhead travel distance to each of the three fueling facilities from the current OMF facility?	<i>This would be part of the run cuts the proposer would need to figure out.</i>
35	This section states, "All certificates and endorsements are to be received and approved by the City before the contract is awarded." Please clarify if the City means to say, "All certificates and endorsements are to be received and approved by the City before the contract is signed."	<i>No, all certificates and endorsements are to be received and approved by the City first, before the contract is placed on the agenda for the Mayor and City Council approval of contract award.</i>
36	It appears that this form would require a post award. Please confirm that this form is not required with the vendor's proposal.	<i>Which form are you referring to? Please specify which form you are referring to.</i>
37	Please confirm that the financial statements submitted must be audited and they must be specific to the entity submitting the proposal.	<i>Refer to RFP 2425-003, Section 2, on page 17, #2 Financial Statements, which states, "Provide audited financial statements or financial reviews for past two years. Financial statements or reviews must provide a thorough summary of the financial stability and capacity of the proposing firm and its parent company, if any.</i>

RFP#2425-003 Addendum 1 - Response to Questions		
#	Question	Response
38	Does 5333(b) of Title 49, regarding Transit Labor Protection (formerly Section 13(c)) apply to this contract? If so, please provide a copy of the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project for which Federal assistance is provided to support work on the underlying contract.	<i>Refer to Teamsters Agreement Local 572 provided in Addendum #1.</i>
39	Is there a living wage ordinance in effect for City of Redondo Beach for which bidders should factor in their pricing? If so, please provide bidders with a copy of the most recent ordinance and future ordinance projections so that all bidders may factor for these important costs.	<i>Refer to Teamsters Agreement Local 572 provided in Addendum #1.</i>
40	Please clarify the number of vehicles used in revenue service by day of week, and the maximum amount of vehicles used at peak service time, for each of the services described in the RFP.	<i>Weekday: 11, peak 14. Saturday: 7, Sunday: 6.</i>
41	Will the City of Redondo Beach please indicate if the incumbent has been assessed any Liquidated Damages over the last 24 months?	<i>There has been no assessed liquidated damages in the last 24 months</i>
42	Please clarify if the fleet provided by City of Redondo Beach meets the CARB standards, or if the City of Redondo Beach plans on updating these vehicles to meet the new CARB regulations at City of Redondo Beach cost?	<i>Our existing fleet are CNG vehicles. Yes, all vehicles meet the CARB standards.</i>
43	Is the contractor responsible for separator cleanout and ground environmental concerns?	<i>The contractor is responsible for separator cleanout and ground environmental concerns.</i>
44	Please explain any facility taxes or licenses?	<i>An annual business license is required and there is an Annual Fire Department Fees</i>
45	In order for bidders to comply with Labor Code 1070/1072 bidders will need the following information: In order for bidders to comply with Labor Code 1070/1072 bidders will need the following information: A. seniority list for the current employees for this contract with position, full time or part time status, length of service, and current rate of pay; B. current rates/benefits of the current employees with specific information regarding co-pays, dependent coverage and amount of premium paid by employer; C. information regarding retirement plans; D. Any applicable collective bargaining agreements for employees of these services and any applicable MOUs or side letters of agreement	<i>Refer to List of Union Employees and the Teamsters Local 572 Agreement provided in Addendum #1.</i>

RFP#2425-003 Addendum 1 - Response to Questions		
#	Question	Response
46	What type and number of support vehicles are currently provided by the current contractor? Does the City of Redondo Beach have any requirements or specifications/preference regarding the age, model, or fuel requirement of support vehicles?	<i>Five contractor company relief vehicles and two maintenance support vehicles.</i>
47	How many vehicles will be made available to the incoming contractor to perform training during the start-up period?	<i>The incoming contractor shall be responsible for performing start-up training in the existing fleet. The existing fleet will consist of 1 Fixed Route vehicle and 2 Dial-A-Ride vehicles.</i>
48	Please clarify if the contractor is responsible for engine and transmission overhauls for the revenue fleet? If yes, would the City of Redondo Beach consider allowing the contractor to provide this on a pass-through basis to the City?	<i>Yes, the contractor is responsible for engine and transmission overhauls for the service revenue fleet. No, the Contractor shall not provide a pass-through basis to the City.</i>
49	Please provide the last 12 months of history for major component replacement and repair for the City of Redondo Beach provided fleet for this contract.	<i>Unit 517 Champion cutaway transmission, Unit 546 EZ-Rider, engine rebuild and transmission replaced, Unit 548 Champion Cutaway Radiator replaced.</i>
50	At this time what are the three biggest challenges Beach Cities Transit face, and how have these inhibited the City of Redondo Beach from achieving its goals?	<i>1. BCT Route changes for Line 102 and 109, 2. Implementation of ZEB Rollout Plan, and 3. OEM Design/Construction</i>
51	Please provide the current driver bid sheets for Beach Cities Transit, showing all bid and open runs, and the total hours for each operator per week. Are the blocks subject to manipulation? For example, would the City of Redondo Beach permit interline deadheading in order to possibly reduce the peak vehicle requirement?	<i>This is proprietary. The city does not have this information.</i>
52	Please provide garage deadhead and distance calculations by route. We need this to verify assumptions pertaining to runtypes, relief points, travel times and payments, and other premiums paid to drivers. This information is critical for firms to provide City of Redondo Beach with their most aggressive and efficient pricing.	<i>Please refer to the reports posted in OpenGov for RFP 2425-003 on October 17, 2024</i>
53	In order to provide best pricing to City of Redondo Beach and reducing the need for assumptions that may increase the price of services please provide information on the current operation regarding driver reliefs- locations and how they are completed, how operators are paid for reliefs along with the number and use of shuttle vehicles/relief cars, etc. If a new provider is selected to be the next contractor do they have to adhere to your current relief points?	<i>This is proprietary. The City does not have this information. The contractor is responsible for planning and preparing scheduling.</i>
54	Please clarify if “billable time” continues past “scheduled hours” due to exterior factors (traffic, weather delays, etc.) that are beyond the control of the contractor.	<i>No, contractor is responsible for time beyond scheduled hours.</i>
55	Please verify that there is no Disadvantaged Business Enterprise goal established for this contract and that good faith effort is not required.	<i>DBE contractor goal is zero percent. Please refer to page 98 in RFP#2425-003 for Good Faith Efforts requirements.</i>

RFP#2425-003 Addendum 1 - Response to Questions		
#	Question	Response
56	Will the City of Redondo Beach please provide the name and contact information for any current DBE subcontractors affiliated with this operation?	<i>The City does not have any current DBE subcontractors affiliated with this operation.</i>
57	If Good Faith Efforts (GFE) are required, would the City of Redondo Beach allow all GFE to be submitted on a thumb drive reduce the excessive amounts of paper required to print GFE logs?	<i>Submittal of GFE documentation must be uploaded in OpenGov with your proposal to RFP 2425-003.</i>
58	Please provide marked up floor plan with IT Comm closets shown	<i>Refer to submitted floor plan in Addendum #1.</i>
59	We respectfully request that the City include a provision that provides for price adjustments if Contractor's costs increase or revenues decrease as a result of (i) changes to the scope of work/service hours requested by the City, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions; and (iv) costs incurred in response to a federal, state, or local state of emergency (including the COVID-19 pandemic or similar national emergency), including providing personal protective equipment, supplies, staffing, and additional services (including additional health and safety services or requirements). If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days' written notice to the other party. Contractor needs price protection for changes requested by the City, or matters that were not contemplated at the time of Contractor's proposal.	<i>This is a decision that requires review and approval of the City Attorney's office and Council approval.</i>
60	We respectfully request that the City include Contractor's vehicle acceptance standards as the applicable standard against which all vehicles will be inspected. We also request that the City include Contractor's vehicle acceptance agreement as an exhibit to the Agreement. Upon delivery of the vehicles to Contractor, the vehicles must be in the same condition as the condition that Contractor is required to maintain. Include that the Authority will be responsible for the cost of major repairs needed during the first 180 days after Contractor begins service under the Agreement.	<i>Contractor is responsible for vehicle inspections.</i>
61	We respectfully request that the City include a provision to make it clear that Contractor is not responsible for any facility repairs or environmental issues or releases of hazardous materials existing on or prior to the Contractor's occupancy of the Authority's facilities or caused by any party other than Contractor. Contractor should not be responsible for existing issues or issues caused by other parties.	<i>To be determined.</i>

RFP#2425-003 Addendum 1 - Response to Questions		
#	Question	Response
62	<p>We respectfully request that the City include a provision to clearly acknowledge and agree that Contractor is not a party to and not bound by any existing CBA. Contractor shall have the ability to determine which employees it will hire and will have the right to set the terms and conditions of employment for its employees.</p> <p>Contractor must have the ability to negotiate the terms and conditions of employment and shall not be bound by the terms of any CBA between the employees and the prior contractor.</p>	<p><i>Collective Bargaining Agreement (CBA) is the union contract that the contractor is bound by.</i></p>
63	<p>This section states, "Operators shall have no felony conviction history." We respectfully request that the City revise this section to provide that Contractor will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws.</p> <p>Contractor will make individualized assessments of applicants with criminal histories, but believes automatic disqualification of applicants based on "any criminal conviction" violates federal law. Specifically, the U.S. Equal Employment Opportunity Commission (the "EEOC") has determined that automatically disqualifying applicants based on criminal history may violate Title VII of the Civil Rights Act of 1964. The EEOC's enforcement guidance is found at: http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm</p>	<p><i>The City will make no revisions.</i></p>
64	<p>This section states, "The term of this Agreement may be extended at the sole discretion of the City for two (2) additional two-year period, commencing on July 1, 2031 ("Option Period"), by a written amendment executed by both parties, and approved by City Council."</p> <p>We respectfully request that the City revise this section to require mutual agreement for any renewal of the term of the agreement.</p> <p>Renewal or extension of the agreement should require agreement of both parties.</p>	<p><i>This is a decision that requires review and approval of the City Attorney's office and Council approval.</i></p>
65	<p>This section states, "Authority may terminate at any time immediately upon written notice to Contractor."</p> <p>We respectfully request that the City revise this section to provide for 60 days' prior written notice and payment of Contractor's close-out costs.</p> <p>Contractor will have contract termination costs as well as employment termination obligations required by law (WARN ACT, etc.).</p>	<p><i>This is a decision that requires review and approval of the City Attorney's office and Council approval.</i></p>
66	<p>The Bidder's individual authorized to bind the company will not be the individual negotiating the terms of this contract. Please confirm if this letter can be signed by just the individual authorized to bind.</p>	<p><i>Please refer to page 14 in RFP 2425-003, which states: The cover letter must include the original signature of an individual with the authority to negotiate on behalf of, and to contractually bind, the proposer.</i></p>
67	<p>Can we co-locate network equipment in existing IT closets, or do we need to use separate areas?</p>	<p><i>Yes</i></p>
68	<p>Please provide pictures of IT closets to determine if there is enough space to co-locate equipment.</p>	<p><i>It is the contractor's responsibility to install their own equipment.</i></p>

RFP#2425-003 Addendum 1 - Response to Questions		
#	Question	Response
69	What is the current bandwidth to the facility? Is there a backup circuit? Who is the ISP's?	Verizon
70	Are there any pain points with current Wi-Fi? If so, please indicate where on a floor plan they exist?	Not Applicable
71	Are phone recordings required?	Yes, this is required
72	Are there any existing exterior Wi-Fi access points in the parking lot/yard?	No.
73	Does the facility have Cat 6 wiring throughout?	No.
74	Please, confirm that BCT is responsible for replacing all on-board equipment mentioned in this section once it has reached the end of its useful life.	BCT is responsible for replacing some, but not all on-board equipment. We are not responsible for portable radios.
75	Please, confirm what on-board equipment (if any) BCT requires the Contractor to provide.	Radios communication equipment on-board buses.
76	Could you please confirm that BCT requires the Contractor to propose/provide the reservation, scheduling, and dispatch system for the WAVE services? Additionally, please clarify that this requirement is distinct from what BCT is providing on RFP Page 74 as part of the Intelligent Transportation Systems (ITS) products.	Yes, the City will require the contractor to provide their own reservation, scheduling, and dispatch system for the WAVE Dial-A-Ride services. The City currently has an existing Real-Time Transit Information Systems (RTIS) and the City will provide the contractor with the use of this system.
77	Does BCT currently (or will at some point in the future) require the Contractor's proposed reservation, scheduling, and dispatch system for WAVE to integrate with the BCT's TAP card fare collection system?	The City requires the contractor to integrate with the BCT's TAP card fare collection system.
78	Please, provide the make, model, and age of all on-board vehicle equipment (e.g. video surveillance systems, fareboxes, annunciators systems, digital display systems, etc.) for which the Contractor will be responsible for servicing and maintaining.	An equipment list will be provided in Addendum 2.
79	Can BCT please tell us the system/platform currently being used as the Intelligent Transportation System for the Fixed Route services? For the Wave (Dial-A-Ride) services?	BCT's existing Real-Time Transit Information Systems (RTIS) is GMV Syncromatics for the Fixed Route and the WAVE Dial-A-Ride services.
80	This section indicates that the Contractor shall be responsible for the maintenance and replacement of the ITS equipment. Please, provide a list of all in-vehicle equipment technology along with its associated remaining warranty.	GMV Syncromatics, and TAP systems, Hanover Destination signs, and REI Camera system. Warranties: GMV, REI Cameras
81	The section indicates that Service Contracts may be available for Proposers to purchase from the ITS vendor. Can BCT please provide an estimate of the annual costs for the ITS vendor service contracts, as well as the name of the ITS vendors from which these service contracts can be purchased?	Currently, BCT only has an ITS contract with GMV Syncromatics for the Real-Time Transit Information Systems (RTIS).
82	Form J - Prompt Payment Affidavit seems to be a form that would be submitted post award by the successful bidder. Can you please confirm that Form J is not required to be submitted with our proposal.	Form J "Prompt Payment Affidavit" is required to be submitted with your proposals.
83	Will the city consider the option years to be mutually agreed upon?	Yes.
84	What is the amount of the monthly passenger fares collected for the last 12 months, by month?	Please refer to the list for "Monthly Passenger Fares" provided in Addendum #1.

RFP#2425-003 Addendum 1 - Response to Questions		
#	Question	Response
85	The Cost Proposal forms provided included the base years, (6 years) and the Cost Effectiveness evaluation criteria identifies the base and option periods. Can the City confirm that on the 6 years of the base will only be used in the evaluation of our cost proposal?	<i>Yes that is correct.</i>
86	Ambiguity surrounding service changes can present significant challenges and uncertainty as to the Contractor's operations and ability to plan fulfillment effectively. To ensure certainty, could the City kindly decrease the service level change threshold that triggers a rate change from twenty five percent (25%) to ten percent (10%) and entitling Contractor to an equitable rate change for changes over such threshold?	<i>The City cannot change the 25% trigger threshold in the manner stated in the RFP 2425-003.</i>
87	Will the City consider amending Section 3.9.14 of the RFP to provide for either Party's ability to remove personnel from the Project?	<i>The City cannot change Section 3.9.14 in the manner stated in stated in the RFP 2425-003.</i>
88	Would the City consider amending Section 12 of the Sample Transit Service Agreement to read "Contractor shall not be in breach of this Agreement in the event of failure to perform due to circumstances outside of its control, including but not limited to delays, failure to perform, or excess costs caused by the following: acts of nature (including fire, epidemics, earthquake, flood or other natural disaster), acts of the government (changes in law, riots, war, or civil disorder), labor strikes, or unavailability of fuel. To the extent that Contractor is able to perform under such circumstances, Contractor will be entitled to equitable adjustments in compensation commensurate with its performance."	<i>This is a decision that requires review and approval of the City Attorney's office and Council approval.</i>
89	Will the City consider amending Section 18 of the Sample Transit Service Agreement to provide the Contractor with a cure period of 30 days upon notice of default.	<i>This is a decision that requires review and approval of the City Attorney's office and Council approval.</i>
90	Will the City kindly clarify whether the City's right to terminate the Agreement upon written notice of default takes effect immediately or after the 10 day cure period.	<i>To be determined.</i>
91	To facilitate Proposer to accurately project costs of insurance/claims, will the City please provide a five-year loss history for auto liability and workers compensation?	<i>The City does not have this information.</i>
92	Would the City please provide a list of assets and related values to be insured?	<i>Refer to the fleet list that was provided online in OpenGov on October 17, 2024. The contractor is responsible to research related values with their insurance company.</i>
93	We understand from the RFP that the City expects to respond to questions from proposers and issue a final addendum on Nov. 12, 2024, and final proposal submissions are due to the City only 8 business days later, on Nov. 22, 2024. Would the City consider extending the proposal due date to Dec. 20, 2024, to allow proposers ample time to review the final clarifications and addenda and properly incorporate the information supplied by the City into their final technical proposal and pricing?	<i>Unfortunately, the due date cannot be extended. Please refer to RFP 2425-003, on page 12 of Section 2 for the deadline proposals are due.</i>

RFP#2425-003 Addendum 1 - Response to Questions		
#	Question	Response
94	As electronic submissions become more prevalent, electronic signatures have become commonly accepted in legal documents. Will the City accept electronic signatures on the cover letter and required forms?	<i>The City will accept e-signatures on the Required Proposal Forms to be submitted with the proposal.</i>
95	Please clarify the key staff who must be named in the proposal with detail on experience and qualifications. It is completely reasonable (and expected) to require identification of a Project Manager and Maintenance Manager and description of their qualifications. It is also understandable that the City will want a description of the experience of key ZEB staff, since it is such a priority for the City. But please note that it will be extremely challenging for interested proposers to identify "supervisory staff," as it is difficult to find and commit candidates for these roles during the procurement process. This could also present an unfair advantage to the incumbent provider, who already has supervisory personal providing this service. Would the City consider eliminating the requirement to identify supervisory personnel in the proposal, and instead accept a description of the required qualifications and duties of the roles, which the proposer would work in collaboration with the City to fill during the transition process?	<i>Please refer to page 50 through 52 of the RFP 2425-003.</i>
96	We understand that the project specific DBE goal for this project is 0%. Please clarify if the proposer is still required to compete DBE forms and Good Faith Efforts documentation requirements (as indicated in the federal contract clauses included with the RFP), with no project specific goal.	<i>DBE contractor goal is zero percent. Please refer to page 98 in RFP#2425-003 for Good Faith Efforts requirements.</i>
97	Once BEB vehicles are introduced to the fleet, will the City retain responsibility for battery replacements in case of failure?	<i>This is to be determined.</i>
98	Will the City consider renegotiation/contract opener in the event that there is material change in the scope of work to include timing and specifications of vehicle replacements or other associated assets?	<i>This is to be determined.</i>
99	Can the City provide an updated Seniority list? The one provided in #1 Current contract is from October 2019. Additionally, would you include their rates of pay so we can offer a rate that would encourage retention of existing employees?	<i>Seniority list attached. For pay rates, please refer to the Collective Bargaining Agreement (CBA) provided online in OpenGov.com.</i>
100	Will the City kindly amend Section 4(2.3) of the RFP to provide for increases or decreases to the level of service more than twenty five percent (25%) of the vehicle service hours to be subject to mutual agreement of the Parties?	<i>Please refer to page 36. The City cannot make changes to subsection 2.3 in the RFP.</i>
101	Will the City kindly amend Section 10 of the Sample Transit Service Agreement to provide for increases or decreases to the level of service more than twenty five percent (25%) of the vehicle service hours to be subject to mutual agreement of the Parties?	<i>This is a decision that requires review and approval of the City Attorney's office and Council approval.</i>
102	Will the City consider amending Section 14 of the Sample Transit Service Agreement to limit the Contractor's indemnification obligations to claims arising from Contractor's gross negligence or willful misconduct.	<i>This is a decision that requires review and approval of the City Attorney's office and Council approval.</i>
103	Will the City consider major components on vehicles to be a pass thru cost?	<i>This is to be determined.</i>

AGREEMENT

Between

**TRANSPORTATION CONCEPTS
(BEACH CITIES TRANSIT)**

AND

TEAMSTERS LOCAL 572



July 1, 2022

Through

June 30, 2026

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PREAMBLE

This Agreement is entered into and is effective the first (1st) day of July 2022 between Transportation Concepts, Beach Cities Transit (hereinafter referred to as “The Company”) and Teamsters, Chauffeurs, Sales Drivers and Helpers, Local 572 (hereinafter referred to as “The Union”).

ARTICLE 1 INTENT AND PURPOSE

Section 1 The parties hereto enter into this collective bargaining Agreement for the purpose of promoting and maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties. Both parties pledge to cooperate with each other in good faith in the enforcement of the terms of this Agreement. It is the intent of both parties to provide uninterrupted operations to the clients we serve and to provide a secure and productive work environment to the employees of the company.

Section 2 The parties, recognizing the competitive nature of the Company’s business, hereby pledge mutual cooperation in providing high quality service to the Company’s clients in an economical fashion, consistent with the terms herein set forth.

ARTICLE 2 RECOGNITION

Section 1 **Scope of Existing Unit:** The Company recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit certified in Case 31-RC-8839 including:

All full-time and regular part-time bus drivers and mechanics employed by the Employer at its facility located at 1521 Kingsdale Avenue, Redondo Beach, California. Excluded are all other employees, guards and supervisors as defined in the Act.

Section 2 This Agreement shall be binding on the successors and assignees of the parties and no provision, terms or obligations contained in the Agreement shall be

modified, altered or changed in any manner as a result of the sale, merger, transfer or assignment of either party. Likewise, this Agreement shall not be changed, modified, or altered as a result of the change in ownership or management of either party unless mutually agreed to.

Successor shall mean a change in ownership of the Company or reconstitution of the Local Union.

ARTICLE 3 MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions possessed by the Company prior to the execution of the Agreement are specifically reserved to and vest exclusively in the Company. Further, by the way of example only and not by way of limitation, the rights, powers and authorities of the Company shall include the right to:

- (a) Reprimand, suspend, discharge or otherwise discipline employees for cause and to determine the number of employees to be employed.
- (b) Hire employees, determine their qualifications, assign and direct their work, promote, demote, transfer, layoff or recall employees to work.
- (c) Set the standards of productivity and the services to be rendered; maintain efficiency of operations; determine the personnel, methods, means and facilities by which operations are conducted; and set the starting and quitting time and the number of hours and shifts to be worked.
- (d) Close down or relocate Company operations or any part thereof; expand, reduce, alter, combine, transfer, subcontract non-driving activities; cease, permanently or temporarily, any job, department, operation or service; control and regulate the use of vehicles, facilities, equipment and other property of the Company or Revenue Account.
- (e) Introduce new or improved technology, research, service and maintenance methods, materials and equipment; determine the methods of financing operations or services; and determine the number, location and operation of departments, divisions and all other units of the Company.
- (f) Issue, amend, and revise reasonable policies, rules, regulations, and practices including rules of conduct or standards of performance; take whatever action is either necessary or advisable to determine, manage

and fulfill the mission of the Company and direct the Company's employees, determine the existence or nonexistence of information to assist in making management decisions; and carry out the Revenue Contract's lawful directives not in violation of this Agreement.

The Company's failure to exercise any right, prerogative or function hereby reserved to it or the Company's exercise of any such right, prerogative or function in a particular way shall not be considered a waiver of the Company's right to exercise such right, prerogative or function or preclude it from exercising it in some other way in the future for the term of this Agreement. The Company shall endeavor to give the Union as much notice as practical regarding any major changes in facilities, equipment or operations that may materially affect the bargaining unit employees.

ARTICLE 4 UNION SECURITY

Section 1 It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this agreement, shall remain a member in good standing and those employees who are not members in good standing, shall on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also become a condition of employment that all employees covered by this agreement and hired on or after its effective day, shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

Section 2 The Company agrees to notify the Union on a monthly basis of the name, address and telephone number of all bargaining unit employees entering the employ of the Company, and provide the names of employees who leave the bargaining unit.

Section 3 In the event an employee fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply or failure to maintain membership, the Union may give the Company notice of this fact and the employment of such employee shall be terminated by the Company. The employee shall have until the end of the next pay period after the Union gives written notice to the Company, to resolve the nonpayment with the local Union.

Section 4 No member of the Union shall be disciplined, discharged or discriminated against for upholding Union rules or principles or performing work for the Union, provided the employee's job performance is not affected.

ARTICLE 5 CHECK OFF

Section 1 The Company will give a Union membership application to each operator during initial training, and will forward complete applications to the Union. "Membership" as used herein shall mean only an obligation of an employee to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees, as required by current law.

Section 2 It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction form voluntarily executed by the employee.

Section 3 Where an employee who is on Checkoff is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

Section 4 The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms or liability of any kind, which may arise out of or by reason of actions taken by the Company for the purpose of complying with Articles 4 and 5.

ARTICLE 6 NO STRIKE – NO LOCKOUT

Section 1 It is agreed during the term of this Agreement, the Union, its officers or members shall not sanction or participate in any strike, slowdown or work stoppage against the Company.

Section 2 In the event of any of the above activity, the Union shall immediately repudiate such action, and shall notify and instruct the employees orally, and in writing, that such action is in violation of this Agreement, and that they are to return to work at once, and shall immediately make every other reasonable effort to bring about a cessation of such violation.

Section 3 It is also agreed that during the term of this Agreement, the Company shall not engage in a lockout of its employees.

Section 4 The Company and the Union mutually agree that equipment and operational safety is a priority. Unsafe situations shall be reported to the Company as soon as possible. The Company shall make every reasonable effort to resolve the unsafe situation. The Company recognizes that employees enjoy certain legal protections against operating unsafe equipment and that the Company may not discipline employees for properly exercising their legal rights.

ARTICLE 7 SHOP STEWARDS & UNION REPRESENTATIVES

Section 1 The Company agrees to recognize Stewards as appointed by the Union. There shall be no more than two (2) Stewards per site at any one time during the life of this Agreement.

Section 2 Shop Stewards may assist in the investigation, presentation and settling of grievances. Stewards shall not be discriminated against in discharging duties assigned them by the Union.

Section 3 Shop Stewards have no authority to take any action that may interrupt the Company's business, except as authorized by official action of the Union.

Section 4 Shop Stewards may not conduct Union business during their working hours unless authorized by the Company. The Company will pay a Shop Steward(s), as needed the reasonable time required to be present and assist at each bid.

Section 5 A duly authorized representative of the Union shall be permitted to visit the premises of the Company at reasonable times for the purpose of transacting any business of the Union. However, the representative shall first make their presence known to the general manager or their designee.

ARTICLE 8 PROBATIONARY PERIOD

Section 1 New employees shall be on probation until the completion of ninety (90) calendar days from the date of hire. During this probationary period, such employees shall be considered as being on trial subject to dismissal at any time at the sole discretion of the Company. Discipline and discharge during the probationary period shall not be subject to the Grievance and Arbitration Procedure.

Section 2 By written mutual agreement between the Company and the Union the probationary period may be extended for an additional sixty (60) calendar days.

ARTICLE 9 SENIORITY

Section 1 The Company shall recognize seniority rights upon completion of the employee's probationary period retroactive from the employee's first day of work or date of transfer into the bargaining unit covered by the Agreement. If more than one (1) employee begins work on the same day, the employee's seniority position will be determined by lottery.

Section 2 There shall be one (1) seniority list containing the names of all bargaining unit members covered by this Agreement. New employees will initially be assigned to a particular type of service covered by this Agreement during training where the driver will remain until the next bid opportunity. The official seniority list shall be posted on a monthly basis in the drivers' room, with a copy to the Local Union.

Section 3 Layoffs will be determined by seniority; the employee with the least amount of seniority shall be laid-off first. Recall of laid-off employees shall be in reverse order of layoff. An employee duly notified by the Company to return to work from layoff must return to work within seven (7) calendar days of receipt of such notice or be considered terminated. Notice as set forth herein shall be by certified mail to the employee's last known mailing address. A copy of such notice shall be sent to the Union by regular mail.

Section 4 An employee's seniority shall be broken and his or her rights under this agreement forfeited, for the following reasons:

- a) Justifiable discharge;

- b) Voluntary quit;
- c) Absence for three (3) consecutive working days, without notifying the Company;
- d) Absence due to layoff exceeding twelve (12) months;
- e) Promotion out of the bargaining unit in excess of six (6) months within the life of this Agreement.

ARTICLE 10 TRANSFER RIGHTS

Section 1 An employee accepted for transfer from a Company location into this location shall begin to accrue site seniority at the new location from the date the employee begins work at the new location, and will immediately rescind seniority held at the previous location. However that employee shall retain Company seniority from the other location for purposes of wage progression and benefits provided under the Agreement. If multiple operators from a single Company facility are accepted for transfer into the location covered by this Agreement, the Company will accept such transfers in order of seniority.

Section 2 All employment referred to in this Article shall be subject to the qualifications of the affected employee. The Company will notify the Union in writing of any transfers into the location covered by this Agreement, within seven (7) calendar days of the date the transfer is complete.

Section 3 Transferees under this provision may be required to serve a probationary period as established in the Agreement, unless the transfer is from a Company operation and the employee was represented by the Union at that location. All transferees are subject to meeting the qualifications of the revenue contract to which assigned.

ARTICLE 11 ROUTE ASSIGNMENT & BIDDING

Section 1 Upon request, the Company will meet with the Union to review bid issues prior to each general bid, and the bid procedures will be strictly followed. The Company shall post and maintain a schedule of all assignments, and such assignments shall be subject to a general bid every six (6) months, for all services covered by this Agreement.

Pertinent information about each assignment, including assignment times, shall be included in the posting. The general bid shall be posted seven (7) full calendar days in advance of the bid, along with a current seniority list. In addition, prior to the bid day the Company shall make copies of the general bid packet available for review by employees.

Section 2 A driver who reports as instructed by the Company on general bid day will be allowed two (2) minutes to bid on available routes and work assignments in order of his or her recognized seniority. However, a driver must be fully qualified and licensed to perform all work involved in the assignment for which he or she is bidding.

Section 3 Proxy bidding shall be allowed, but all proxy bids must be completed on an official signed form and received by management by 5:00 p.m. the day before the bid. The proxy shall include a total number of bid routes equal to the driver's recognized seniority rank. Failure to be present, provide no proxy, or too few selections on a proxy shall result in the driver going to the bottom of the bid list. The driver will be assigned open work. All general bids will be held on Saturday and will start promptly at 8:00 a.m.

Section 4 Drivers on leave of absence on bid day will not be permitted to bid at the general bid, and upon return from such leave the driver shall be assigned an open position in order of his or her seniority.

Section 5 Interim bids may be posted, in addition to general bids when substantial changes occur in the work assignments. Bidding will be accomplished by the same procedures followed by the general bid.

Section 6 When permanent openings occur, the Company will post the opening for seven (7) calendar days, and all bargaining unit members shall be permitted to bid on the opening. The most senior qualified bidder will be awarded the position. The successful bidder's former route shall be assigned by the Company giving due regard to seniority where possible.

Section 7 When temporary vacancies of 30 calendar days or less occur, the service will be operated by extra board drivers and other available drivers. If the driver who vacated the position returns to work in less than thirty (30) calendar days, or returns from an FMLA/CFRA leave they will return to their original bid unless a general bid has occurred, at which time they will be placed into an open position until the next opportunity to bid. If a driver returns after thirty (30) calendar days,

and is not returning from FMLA/CFRA, the driver will return to an open position until the next opportunity to bid. The Company will notify both the Union and the employee.

ARTICLE 12 EXTRA BOARD

Extra Board Positions will be incorporated into the General Bid. Extra Board Drivers may be assigned any available open run or shift. The purpose of the Extra Board is to enable the Company to provide reliable and uninterrupted service.

ARTICLE 13 DISCIPLINE & DISCHARGE

Section 1 Employees may be disciplined only for just cause. Discipline shall be issued to the employee within ten (10) workdays of the Company's knowledge of the violation, except that preventability or non-preventability of accidents shall be decided no later than thirty (30) days after the accident occurred. Upon the Company's request, and upon a showing of good cause (for example, delay receiving pertinent information), the Union will grant an extension of up to ten (10) calendar days for the Company to reach a conclusion about whether the employee should be charged with a violation of Company rules.

Section 2 The Company recognizes the concept of progressive discipline including the following steps:

- * Documented counseling;
- * Written warning or warnings, as appropriate;
- * Suspensions without pay;
- * Final warning, and,
- * Termination.

Further, violations of the most serious matters as set out in the Company's Operator Handbook/Manual, such as, dishonesty, fighting in the workplace or while on duty, insubordination, violation of the Company's Drug & Alcohol policy, failure to report an accident, incident, or moving violation as required by the Company's accident and moving violation policy, prohibited harassment, and serious safety infractions, may be addressed by termination on the first offense.

Section 3 If the Company is required to remove an employee by the client with whom the Company has a revenue contract, the Company agrees to discuss the matter with the client in an attempt to resolve the matter. The requirement to remove an employee shall not be subject to the Grievance and Arbitration procedure.

Section 4 The Union, the shop steward and the affected employee will be given a copy of all written disciplinary actions promptly upon their effective date.

ARTICLE 14 LEAVES OF ABSENCE

Section 1 Union Leave: The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights, and without pay, to an employee designated by the Union to serve on official Union business. Request for such leave must be submitted in writing to the Company at least seventy-two (72) hours in advance of the effective date of the desired leave, specifying the length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Company's operation due to lack of available employees. An employee on Union leave of absence who returns to full duty is subject to passing all return-to-work requirements, including drug test if out more than 30 calendar days, and training as directed by the Company.

Section 2 Personal Leave: A personal leave of absence without pay may be granted to regularly-scheduled, full-time employees who have completed at least twelve (12) months of continuous service. A personal leave of absence may be considered when the employee has a need for a leave that is not covered by other leaves of absence provided by the Company. Personal leaves may not be taken to extend the length of any other leave of absence granted by the Company. Any personal leave granted will run concurrently with other leaves to which employees are entitled under the law.

The leave of absence, when granted, will be for a period of up to thirty (30) days. Under unusual circumstances, an extension may be granted for a like period if a written request is submitted and approved in writing by the location manager prior to the expiration of your leave. The Union will be notified of all leaves granted.

Subject to Section 6 below, during a personal leave of absence, the employee must pay his or her required premiums in advance on a monthly basis to continue

participating in the Company insurance plans. Failure to promptly pay the premium will result in cessation of coverage and will subject the employee to a waiting period for resuming coverage after returning from leave. Such leave will be without pay and without loss of seniority rights. An employee on a personal leave of absence who returns to full duty is subject to passing all return-to-work requirements, including drug test if out more than 30 calendar days, and training as directed by the Company.

Section 3 Medical Leave: A medical leave of absence without pay may be granted to regularly-scheduled, full-time employees who have completed at least twelve (12) months of continuous service. A medical leave of absence may be considered for illness or injury which is not subject to the provisions of Workers Compensation, FMLA or CFRA. Medical leaves may not be taken to extend the length of any other leave of absence granted by the Company. Any medical leave granted will require the Employee providing documentation to support the need for the leave. Medical documentation may be required by the Company throughout the period of absence. Any medical leave granted will run concurrently with other leaves to which employees are entitled under the law.

The medical leave of absence, when granted, will be for a period of up to one hundred eighty (180) days. An extension may be granted for a like period if a written request is submitted and approved in writing by the location manager prior to the expiration of your leave. The Union will be notified of all leaves granted.

Subject to Section 6 below, during a medical leave of absence, the employee must pay his or her required premiums in advance on a monthly basis to continue participating in the Company insurance plans. Failure to promptly pay the premium will result in cessation of coverage and will subject the employee to a waiting period for resuming coverage after returning from leave. Such leave will be without pay and without loss of seniority rights. An employee on medical leave of absence who returns to full duty is subject to passing all return-to-work requirements, including drug test if out more than 30 calendar days, and training as directed by the Company.

Section 4 On The Job Leave: A driver injured on the job will be paid in full for the day of injury if he or she is unable to complete his or her workday. A medical leave of absence due to an employee's illness or injury on-the-job shall be granted by the Company upon the employee providing acceptable medical documentation to support the need for the leave. Medical documentation may be required by the Company throughout the period of absence. If the Company requires the employee

to go to its physician for a medical examination, it shall pay for the examination. Such leave will be without pay and without loss of seniority rights.

Subject to Section 6 below, during a medical leave of absence, the employee must pay his or her required premiums in advance on a monthly basis to continue participating in the Company insurance plans. Failure to promptly pay the premium will result in cessation of coverage and will subject the employee to a waiting period for resuming coverage after returning from leave. An employee on an on the job medical leave of absence, for not more than Twelve (12) months, who is released to return to duty, may do so subject to passing all return-to-work requirements, including drug test, if out more than 30 calendar days, and training as directed by the Company. An extension may be granted if a written request is submitted and approved in writing by the location manager prior to the expiration of the leave.

Section 5 FMLA/CFRA Leave: The Company shall grant leaves of absence to employees according to the provisions of the Family Medical Leave Act (FMLA), and the California Family Rights Act (CFRA), and any other California state law or federal law that applies to the Company. An employee on FMLA or CFRA must use all of his or her vacation prior to taking such leave. FMLA/CFRA, and any other legally required leaves taken, shall run concurrently unless specifically prohibited by law, with any leave of absence approved, and shall not be in addition to the medical or personal leave granted by the Company. For purposes of determining the maximum period of time available to an employee, a rolling twelve (12) month period shall be used.

Subject to Section 6 below, during a FMLA/CFRA leave of absence, the employee must pay his or her required premiums in advance on a monthly basis to continue participating in the Company insurance plans. Failure to promptly pay the premium will result in cessation of coverage and will subject the employee to a waiting period for resuming coverage after returning from leave. An employee on FMLA/CFRA leave of absence who returns to full duty is subject to passing all return-to-work requirements, including drug test if out more than 30 calendar days, and training as directed by the Company.

Section 6 Payment of Benefits: The Company will pay its portion of the employee's medical insurance for an employee on a personal leave of absence or a medical leave of absence (including on the job medical or FMLA/CFRA) if the employee arranges to pay, and pays, his or her portion of the insurance premiums, not to exceed a maximum of 6 months. There shall be no waiting period for insurance

participation under the plan then in effect, for an employee who maintained his or her insurance throughout a leave of absence.

Section 7 Violation Of Leave Terms: An employee who does not return to work on the specific day scheduled for his or her return, (absent extreme extenuating circumstances that prevented the employee from contacting the Company), who engages in employment with another employer while on such leave, or who fails to maintain regular contact with the Company as directed by the Company, and provide acceptable medical documentation throughout the leave, will be considered to have voluntarily quit his or her employment with the Company.

ARTICLE 15 GENERAL CONDITIONS

Section 1 Pay Periods and Paydays: The pay periods begin on the first (1st) and sixteenth (16th) of each month. Pay checks are issued on the seventh (7th) and twenty-second (22nd) of each month, unless the pay day falls on a weekend or holiday then pay checks will be issued on the following business day. Paychecks will be available at 1:00pm on each payday. Upon request, the company will provide the employee with all current accrued Paid Time Off (PTO) that is available from their last payroll period worked. The Company will provide updated total vacation hours for employees on a monthly basis.

Section 2 Company Meetings: Safety meetings and other informational meetings may be required by the Company from time to time. Employees shall attend such meetings as required by the Company. If such meetings are mandatory, the employees shall be paid for their time. The company will make every effort to schedule mandatory meetings around the employee's schedule. If the employee attends a mandatory meeting on their regular day off because there were no other meeting times available during their regular scheduled work day, the employee will be entitled to a minimum of 4 hours pay. Failure to attend will result in an assessment of attendance points.

Section 3 This Agreement as written contains the entire existing Agreement between the parties, and neither party shall be bound by any statement, representation, agreement or stipulation made prior to the execution hereof, and not set forth herein, or any subsequent side agreement or addendum, unless reduced to writing and signed by both parties to this Agreement.

Section 4 Physicals and Drug Screens: The Company agrees to pay the cost of renewal physicals for all employees required to have a DL-51 medical card to keep all credentials up to date, provided that the employee shall be required to have the physical performed by a medical examiner designated by the Company.

In the event the Company requires the employee to take a physical examination or drug screen, the Company shall pay the cost of the procedure of such physical examinations or drug screens. The Company shall also pay the employee for all of their travel time, to and from and waiting time at the facility. Random drug testing shall be performed on the day of the driver's regularly scheduled run.

Section 5 Appropriate Licensing: All transit bus drivers shall maintain current and valid CDL, VTT, School Bus or School Pupil Activity Bus (SPAB) credential, and medical card. As a courtesy, the company will strive to provide a one month advanced notice of expiration of such credentials, however, it is understood that the renewal of all required licenses, credentials and or medical cards will be the responsibility of the driver. Any transit bus driver whose credentials expire will be placed out of service without pay until their credentials are renewed. If renewal is not completed within fifteen (15) days they will be terminated.

Section 6 Use of Electronic Media: In situations where Transportation Concepts intends to use electronic media [GPS, coach and facility audio and video or other media] in issuing discipline or providing further training, the formatted material will be made available to the Union at the time of the employee interview with Transportation Concepts. Upon request, a copy of the media will also be given to the Union. Transportation Concepts review of electronic media must be triggered by a bona fide complaint, event or business need. Transportation Concepts will not randomly view electronic media for the sole purpose of issuing discipline. However, if during the review of electronic media other items are noted, those items may be used for further training purposes with that employee. For disciplinary purposes Transportation Concepts is limited to the occurrence or event that gave rise to the need to review and discipline the employee.

ARTICLE 16 MEAL PERIOD AND REST BREAKS

The Company shall comply with State law concerning meal periods and rest breaks.

ARTICLE 17
GRIEVANCE & ARBITRATION PROCEDURE

Section 1 A grievance is defined as a claimed violation of the terms of this Agreement, or a claim that a disciplinary action (including discharge) taken against a member of the Bargaining Unit was without just cause. Notwithstanding the above, no grievance protesting the discipline, discharge or other termination of probationary employees shall be subject to the grievance or arbitration procedures.

A grievance as defined above shall be processed in the following manner:

Step 1 - Within seven (7) working days after the employee or the Union knows, or by reasonable diligence could have known, of the occurrence or condition which is grieved, either the employee or the Union Steward may present the matter to the employee's supervisor (or if the employee's supervisor is not available, to the next appropriate Company Representative). The matter may be presented either orally or in writing.

Step 2 – If the grievance is not settled at the first step, it must be reduced to writing and signed, initialed or otherwise marked by the employee or the Union Steward and presented to the appropriate Manager or Supervisor (or, if the Manager/Supervisor is not available, to another appropriate Company Manager) within the above seven (7) working day period in order for it to be processed to Step 2 of this procedure. The appropriate Supervisor and/or Manager, the employee and/or the Union Steward shall meet to discuss the grievance within five (5) working days after it has been received at the second step. The Company shall answer the grievance within five (5) working days after the second step meeting. A grievance concerning the termination of an employee may be submitted at Step 2.

Step 3 - Within fifteen (15) working days after the written grievance has been presented to management pursuant to Step 2, the Union or the employee may advance the grievance to the third step of the grievance procedure by so advising the Company's Human Resources Director (or the Company's designated representative) in writing. Within fifteen (15) working days following receipt of said timely notice, a meeting to discuss the grievance will be held between the Union (or the designated representative) and the Company's Human Resources Director (or the Company's designated representative). The Company shall give a written answer to the grievance following the third step meeting.

Section 2 Any grievance not advanced to the next step by the Union within the time limit prescribed in each step shall be deemed resolved on the basis of the Company's last answer to the grievance. Any time limits for the grievance procedure may be extended on a case-by-case by mutual agreement of the Company and the Union in writing; the new agreed date shall then govern. All claims for back wages shall be limited to not more than thirty (30) calendar days prior to the date the written grievance is filed.

Section 3 If grievance has not been settled after Step 3 of the grievance procedure, it may, but only within thirty (30) calendar days from the date of the Company's third step answer to the grievance, be submitted to arbitration upon the written request of either party sent to the other. An Arbitrator shall be selected in accordance with the provisions of Section 3.3. If no such request is made, the grievance shall be closed.

Section 3.1 Employees covered by this Agreement cannot, except through the Union, initiate or invoke the arbitration procedures set forth in these Sections.

Section 3.2 After a valid and timely request for arbitration has been made under Section 3 above, the parties will promptly meet for the purpose of selecting an Arbitrator to hear the case. In the event the parties are unable to agree upon the selection of an Arbitrator after receipt by either party of a request to submit a case to arbitration, a request by either party may be made to the Federal Mediation and Conciliation Service to furnish a suggested list of names of seven (7) Arbitrators from which list said parties shall select one (1) Arbitrator. However, before any names are struck from the list if either party feels such list is unsatisfactory, said party shall have the right to request no more than two (2) additional lists of Arbitrators from the Federal Mediation and Conciliation Service.

Section 3.3 Upon receipt of the Arbitrators' list, both parties shall have fifteen (15) working days to accept the list or may request for an additional list of Arbitrators. Such selection shall be made by the parties alternately eliminating names from said lists. After each party has eliminated the names of three Arbitrators from the list, the remaining one (1) shall be accepted by both parties as the Arbitrator to hear and decide the case.

Section 4 The Arbitrator shall have no authority to add to, delete from, amend, or in any way disregard any of the terms of this Agreement, or fashion a remedy in which back pay is awarded retroactively for more than 30 calendar days prior to the date on which the grievance was filed.

Section 5 The compensation of the Arbitrator shall be borne equally by the Company and the Union.

Section 6 The specific time limits set forth in this Article may be extended by mutual agreement between the Company and the Union. If a time limit expires on a Saturday, Sunday, or holiday, the final day shall be the next business day.

ARTICLE 18 ACCIDENT REVIEW COMMITTEE

Section 1 The Accident Review Committee (ARC) shall review each accident and make findings and recommendations to the Company to prevent future accidents of a like or related nature. The Company shall consider the findings and recommendations of the ARC in determining whether or not an accident was preventable. Discipline rendered as a result of a decision that an accident was preventable is subject to the Discipline and Grievance & Arbitration Procedure of this labor agreement.

Section 2 The Accident Review Committee will be made up of equal numbers of bargaining unit members and non-bargaining unit members. The Accident Review Committee shall consist of not less than four (4) persons. The Union shall have the right to select the bargaining unit members.

Section 3 The goal of the ARC shall be to maintain a high level of credibility and objective among its members. Therefore, the Company and Union will meet to develop participation criteria for ARC members, and to discuss other procedural issues associated with the ARC.

ARTICLE 19 TEMPORARY DISRUPTION OF OPERATIONS

In the event of unforeseen circumstances, such as natural disasters (fires, floods, earthquakes, etc.), and civil emergencies, the Company may cease, or rearrange its work, without incurring work or pay guarantees. The Company will make every reasonable effort to comply with seniority for the purpose of assigning available work. It shall be a mutual responsibility of the employer and employees to make

contact to determine when regular service will resume, and to properly report to duty.

ARTICLE 20 COMPANY RULES

Section 1 The Company may implement and enforce reasonable rules and regulations, or may modify or eliminate such rules or regulations, at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement.

Section 2 Prior to implementation of any new or revised work rule, the Company will post a copy and will provide a copy of the rule to the Union. Where practicable, the Company will meet with the Union to discuss the rule, if requested by the Union, within fourteen (14) calendar days of such notice, but not later than thirty (30) calendar days after the Company's notice to the Union. Such meeting and discussion shall not delay implementation of the rule or regulations.

Section 3 The Company may implement a new rule without first meeting with the Union to discuss said rule, when required in writing by the Company's client and is a compliance issue with the contract between the company and its client or in the case of rules concerning safety that should not be delayed.

Section 4 The Company will provide each employee with a copy of the Company Rules and Regulations.

Section 5 Attendance Points. The Company recognizes outstanding attendance. If an employee works 6 months with perfect attendance, all of their prior attendance points will be removed.

ARTICLE 21 REVENUE CONTRACT TO PREVAIL

The relevant provisions of a revenue contract between the Company and its customers under which an employee of the Company performs work shall be incorporated by reference into this Agreement, to the extent only that such provisions impose terms, conditions or requirements upon the Company and/or its employees that are not required under the terms of this Agreement. In a situation in which a provision of this Agreement is in conflict with any of the provisions of such revenue contracts, the relevant provisions of said revenue contracts shall prevail for

all purposes. Nothing in this Section shall be construed as subjecting any of the terms of any of the Company's revenue contracts to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 22 DRUG & ALCOHOL POLICY

Section 1 In acknowledgement of the nature of the Company's operations and the very special and overriding safety consideration, the Company has instituted a policy for fitness for duty drug and alcohol testing, which is based on the rules for drug and alcohol testing set forth by the Federal Transportation Administration. The Company will provide each employee with a copy of the Policy upon request.

Section 2 The Company will pay all costs for Company required physical examinations, and drug and alcohol testing. The Company will pay for time off from work by an employee as a result of a drug or alcohol test after a notice of negative or cancelled results is received and the employee has been returned to his or her regular duties.

ARTICLE 23 BULLETIN BOARD

The Company agrees to provide the Union with space for a bulletin board. Postings by the Union on the bulletin board shall be confined to official business of the Union. Only official union representatives and job stewards are permitted to post bulletins or notices on the board.

ARTICLE 24 HOURS OF WORK- DRIVERS ONLY

Section 1 - Regular Work Schedule: All Full-time Drivers will be scheduled a minimum of 36 hours per week. Employees will not be required to work more than one-(1) six-(6) hour split per day.

Section 2 - Work Week: The workweek shall consist of seven (7) days beginning at 12:00 a.m. on Monday and ending at 11:59 p.m. the following Sunday.

Section 3 - Overtime Work: A Driver shall be paid overtime in accordance with the Federal Department of Transportation (DOT) law in effect for all work performed when the total hours exceed forty (40) per workweek. Employees shall

be assigned overtime work on the basis of a voluntary list, based upon seniority and consistent with procedures established by the company. If the list is exhausted, or, in an immediate need, the company will assign overtime in accordance with the needs of efficiently meeting its responsibilities under the revenue contract.

Section 4 - Work Qualifications: In order to qualify for a category of work under this Agreement, an employee must be fully qualified to operate the required equipment safely and efficiently and must possess all required licenses and certificates for the category of work desired and all required in service hours must be current. The Company shall make every effort to offer training to all drivers on new equipment that is placed in service.

Section 5 Check-Out and Cleanup Time: Employees shall perform a pre-trip and post-trip inspection of their assigned bus prior to leaving and returning to the yard. It is understood that employees shall be compensated fifteen (15) minutes for performing the pre-trip, and five (5) minutes for performing the post-trip and that the amount is built into the bid run.

ARTICLE 25 HOURS OF WORK MAINTENANCE PERSONNEL

Section 1 Regular Work Day: The regular workday for maintenance personnel will normally consist of eight (8) hours.

Section 2 Regular Work Week: All Full-time maintenance personnel will be scheduled a minimum of 40 hours per work week.

Section 3 Work Schedule: The Company shall prepare and post a work schedule for all maintenance department employees. Such schedules shall contain each shift, workdays, consecutive days off, and if applicable, any leader/specialty assignments.

Section 4 Overtime: Maintenance personnel shall receive time and one-half (1 ½) his straight-time hourly rate of pay for all hours worked in excess of:

- (a) eight (8) hours in a single day, or;
- (b) forty (40) hours in a single week.

Section 5 Assignment of Overtime: The Company shall have the right to assign an employee to work daily or weekly overtime; provided, however, that the

Company shall attempt to distribute such overtime by seniority as is practicable among those employees qualified to perform the work.

Section 6 Lunch and Rest Periods: Maintenance personnel will receive a thirty (30) minute unpaid lunch period commencing not less than four (4) nor more than six (6) hours after the commencement of a scheduled work day of six (6) hours or more. Maintenance personnel shall receive two (2) ten (10) minute rest periods during an eight (8) hour workday, one (1) during each half of such workday.

Section 7 No Guarantee: Nothing in this Agreement shall serve as a guarantee for maintenance personnel of a particular number of hours of work in a given single day or of a particular number of hours or days in a single week.

ARTICLE 26 WORKING CONDITIONS

Section 1 Full-Time Employees: Those employees who work the scheduled, customary number of hours each week (normally 40 hours, but not less than 36 hours per week).

Section 2 Part-Time Employees: Those employees who work less than 36 hours per week.

Section 3 A promotion shall result in the bargaining unit employee officially withdrawing from Union membership during the promotion period. The Company will send a notice of the promotion to the Union within seven (7) calendar days. No benefits under this Agreement will remain in effect during the promotion period.

Section 4 Not later than the end of a six (6) month period the Company may determine, or the driver may decide, to return to the bargaining unit without loss of his or her seniority position. Upon return, the driver will be placed on the Extra Board in seniority order until the next opportunity to bid. The driver will not have bidding rights during the promotion period.

Section 5 Drivers may perform additional duties on a temporary basis (exempt for the six-month out-of bargaining-unit limit) such as dispatching/ routing, but will not discipline or recommend discipline of bargaining unit members. "Temporary basis" means a portion of a day to not more than one week, or a week-to-week replacement for vacation, unless the parties agree otherwise. All hours worked

performing additional duties will be paid at the rate for that position. The work performed will be offered by seniority as is practicable among those employees qualified to do such work.

**ARTICLE 27
WAGES**

Section 1 Employee Pay Rate: Employees covered by this Agreement shall maintain their current pay rate as of the effective date of this agreement and will receive the following hourly wage increase during the term of this Agreement. All increases will be effective on July 1st of each year:

Operators

Effective Date	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Training	\$17.50	\$17.50	\$17.50	\$17.50
0-12 month	\$19.00	\$19.60	\$20.20	\$21.80
13-24 month	\$19.40	\$20.00	\$20.60	\$22.20
25-36 month	\$19.80	\$20.40	\$21.00	\$22.60
37-48 month	\$20.20	\$20.80	\$21.40	\$23.00
49-60 month	\$20.60	\$21.20	\$21.80	\$23.40
61+ month	\$22.00	\$23.00	\$24.00	\$27.00

***Increase effective on Operator’s Anniversary Date**

Mechanics

7/1/2022	7/1/2023	7/1/2024	7/1/2025
\$31.00	\$32.50	\$34.00	\$35.00

Utility

7/1/2022	7/1/2023	7/1/2024	7/1/2025
\$16.50	\$17.00	\$17.50	\$18.00

Section 2 Driver Premium Pay: A Driver who conducts either In-Service Revenue or Behind the Wheel training shall be paid a premium of one dollar (\$1.00) per hour above the Drivers current wage rate while performing this training. The selection of the Driver for Revenue training or as a BTW Trainer shall rest solely with the company. Drivers performing Revenue Training or as a BTW must complete all evaluations and paperwork and other duties as assigned by the Company. They will also be required to complete the training sign in/out log to track their hours for this additional pay.

**ARTICLE 28
INSURANCE**

Section 1 Eligibility: Full-time employees are eligible for medical benefits after sixty (60) days of continuous service. An employee’s coverage under the medical insurance programs will begin the first day of the month following sixty (60) days of continuous service provided the employee has completed an enrollment form within fourteen (14) days after first becoming eligible.

Section 2 Coverage: Two types of plans will be offered for qualified employees and one type of plan for dependents. Employee only coverage is available through either the Company medical plan (currently Anthem) or through the Teamsters Multi-Benefit Trust (“Trust Fund”) (currently Kaiser). Dependent coverage will only be available through the company medical plan.

Section 3 Premiums: If an employee elects to participate in a medical insurance plan the company will contribute the following per month towards the employee only coverage or 60% of the total premium cost, whichever is higher.

7/1/2022	7/1/2023	7/1/2024	7/1/2025
\$600	\$650	\$700	\$750

If the employee wishes to extend coverage to his/her authorized dependents they shall pay the entire cost of the premium for such dependent coverage.

Section 4 The Company will not pay the premium for any calendar month that the employee works less than an average of 30 hours per week, except as specifically provided in the Agreement.

Section 5 Teamsters Multi-Employer Benefit Trust - Employer

Contributions: The Employer hereby agrees to contribute to the Teamsters Multi-Benefit Trust, the full amount of the contribution required for purpose of providing Medical, Dental, and Vision coverage for each full-time employee. Contributions shall be payable to the Trust Fund on or before the 20th of the month preceding the month of coverage and shall be deemed delinquent if not received before the 10th day of the month for which coverage is provided. The parties recognize and acknowledge that the regular and prompt filing of accurate Employer reports and the regular and prompt payment of contributions is essential to the maintenance of the Trust Fund. The Employer is responsible for the full contribution for all covered employees regardless of whether the employee completes an enrollment form.

The Employer shall report, on a form approved by the Trust Fund, the names of each Employee performing work under this Agreement. The Employer hereby agrees to pay to the Trust Fund the full amount of the contribution required for all Employees unless a Waiver of Benefits which meets all Trust Fund requirements is in effect.

For purpose of this Section an “Employee” is defined as a regular full-time employee who works no less than thirty (30) hours per week.

Section 6 Funding of Health & Welfare Benefits:

Effective July 1, 2022, the Health & Welfare benefits shall be funded as follows:

Low Plan	Total Contributions
Employee Only	\$652.02

High Plan	Total Contributions
Employee Only	\$716.20

The “Employee Cost Share” for Health & Welfare benefits shall be made through payroll deduction.

Section 7 Acceptance of Trust: The Employer hereby agrees to accept, assume and be bound by all the terms, conditions and obligations imposed by and under the Declaration of Trust Providing for the Teamsters Multi-Benefit Trust Fund (Trust Agreement”) as it currently exists, or as it may thereafter be amended or restated, and by this acceptance agrees to become a party to the Trust Agreement. The Employer further agrees that the Employer Trustees named in the Trust, their successors and/or alternate Trustees (“Trustees”), if any, selected in accordance with the provisions of the Trust Agreement, are and shall be the Employers representative, and the Employer hereby consents to be bound by the acts of said Trustees in accordance with the provisions of the Trust Agreements.

**ARTICLE 29
HOLIDAYS**

Section 1 All full-time employees who have completed 90 days of continuous service are entitled to the following paid holidays:

New Years Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Personal Holiday - (2)
Labor Day	

Section 2 Employees will receive up to eight hours of compensation at their regular rate of pay for each of these holidays. Holidays that fall on a Saturday will be observed the previous Friday; those that fall on a Sunday will be observed the following Monday. Employees who are requested to work on one of the holidays specified above will receive an additional one day pay at his or her regular rate. To be eligible for any holiday pay, employees must work their regularly scheduled work day before and after the holiday and work the holiday, if required (unless the holiday ends or precedes a scheduled vacation). Employees on leave of absence, or laid off; are not eligible for holiday pay.

Section 3 Personal Holidays will be awarded on a first-come, first served basis.

**ARTICLE 30
VACATIONS**

Section 1 Pay and Benefits. The vacation program is based upon the individual employee’s length of continuous service with the Company. Vacation benefits do

not begin to accrue for any employee until he or she has served nine (3) full months of continuous service, and will be based on the employee's date of hire. Full-time employees will earn vacation benefits in accordance with the following schedule.

Number of months of Service with Company	Vacation Days Earned	Accrual Cap
Start – 3 months	0 days	
3 months – 35 months	5 days per year	10 days
36 months – 60 months	10 days per year	20 days
61 months – 119 months	15 days per year	30 days
120 months and more	20 days per year	40 days

Drivers who had 10 years or more of system seniority as of January 1, 2010 will begin to accrue 10 days of vacation per year starting April 1, 2011.

Once eligible, employees will accrue vacation on a daily basis. Vacation does not accrue during any period in which an employee is on an unpaid leave of absence which exceeds thirty (30) days, unless otherwise required by law. Employees may accrue up to a maximum of two times (2x) their annual vacation benefit amount. Once the maximum is accrued, employees will accrue no additional vacation until vacation is taken, and the employee's vacation balance falls below the cap. Employees may not take vacation before it is earned. No vacation will be advanced. In addition, employees will not be paid in lieu of taking time off.

ARTICLE 31 UNIFORMS

Driver Uniforms

Section 1 The Company shall designate and approve, according to the Company's policy, all appropriate uniform apparel and supplies that shall be worn whenever an employee is on duty. The Company shall provide at no cost to the employee upon successful completion of the training program five (5) shirts, one (1) of which will be a Polo Shirt, three (3) pairs of pants, one (1) safety vest and one (1) jacket. Drivers may, at their own cost, purchase shorts or sweaters which must be approved by the Company and which may be worn at times approved by Beach Cities Transit. Polo shirts may only be worn on Fridays, weekends or Holidays only.

The Company will provide new uniform items in the initial issue. The Company will replace uniforms that are worn out in the course of employment.

Section 2 Upon termination of employment with the Company for any reason, the employee must return the uniforms to the Company. The employee shall pay the cost of lost uniforms.

Section 3 The employee shall provide an accurate timepiece, dark shoes appropriate for safe driving that do not have open toes or heels, socks, belt and other wearing apparel to meet the Company's policy.

Mechanics Uniforms

Section 4 Uniforms Provided: The maintenance personnel covered by this Agreement will be provided shop uniforms. Company shall provide to all a complete set of uniforms that is required for the location assigned. It is the employee's responsibility to be in complete and proper uniform during all assigned shifts. Employees must return all uniforms upon separation from the Company.

Section 5 Cleaning of Uniforms: The Company shall be responsible for obtaining and maintaining a shop linen service to pick up, launder and return uniforms on a regular basis, and maintenance personnel shall be responsible for making their uniforms available for laundering.

Section 6 Company Property: Uniforms items shall at all times remain the property of the Company and maintenance personnel shall return all uniform items in the event of termination of employment. The Company shall have the right to hold any monies due the employee upon termination pending the return of all uniform items. The charge for uniform items not returned shall be that amount charged the Company by the uniform service.

ARTICLE 32 MECHANICS TOOLS

Section 1 Tools Required: A Mechanic shall, as a condition of being assigned to a classification covered by this Agreement, own and make available for his own use at the Company's place of business a full inventory of hand tools necessary to perform the work required.

Section 2 Tool Security: A Mechanic shall, as a further condition of being assigned to a classification covered by this Agreement, own and make available for

his own use at the Company's place of business a suitable, locking tool box which will hold and secure his full inventory of tools. A Mechanic shall be required to return all of his personal tools to his toolbox at the end of each shift and to secure and lock the toolbox.

ARTICLE 33 UNPAID LEAVE

Section 1 Bereavement: Employees shall in the event of the death of the employee's spouse, registered domestic partners, parents, step-parents, children, step-children, brother, sister, grandparents, or grandchildren be granted up to three (3) work days paid and two (2) additional unpaid days if needed. Operators may substitute paid leave for the additional two (2) days if they choose. Substantiation of relationship and funeral need may be required.

Section 2 Voting Time Off: Employees are allowed up to two (2) hours time off from work without pay to vote in general elections if the employee cannot vote during normal off-duty hours. These two (2) hours must be taken at either the beginning or the end of the workday. Employees who are going to need time off for this purpose should notify their supervisor at least three (3) working days in advance.

Section 3 Jury Duty/Court Appearances: An employee should notify his/her supervisor immediately upon receiving a notice to report to jury duty or to serve as a court witness. An employee who is summoned to jury duty service or as a court witness will receive time off without pay. Employees need to provide the company with written notification and verification by the court for all days missed. If the absence of an employee due to jury duty will cause an extreme hardship on the company, the company can request that the employee ask the court for a temporary deferral or postponement.

ARTICLE 34 SICK LEAVE

Section 1 Effective January 1, 2022. Full Time employees who have completed 90 days of continuous service will receive forty-eight (48) hours of sick leave per year.

Part-Time employees will receive annual sick leave in accordance with California State Law.

Sick Leave will not accumulate from year to year and will not be paid out at time of termination with Company.

Section 2 Sick Leave cannot be used the day before or the day after an approved holiday.

Section 3 Sick Leave is intended to compensate employees in the event of an absence due to illness or any other use permitted by state law. Unused sick leave will not be paid out upon termination or voluntary quit from company.

ARTICLE 35 NONDISCRIMINATION

The Company and the Union pledge not to discriminate against an employee or prospective employee in violation of any relevant and applicable local, state or federal statute.

ARTICLE 36 SAVINGS CLAUSE

Section 1 If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State or Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

Section 2 If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement.

ARTICLE 37
TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2022, through and including June 30, 2026, except as changes, amendments or supplements may be mutually agreed during its term and reduced to writing. This Agreement shall be automatically renewed from year to year thereafter, unless either party gives written notice of a desire to modify, amend or terminate same at least sixty (60) days, but not more than ninety (90) days prior to the expiration date or any anniversary date thereof.

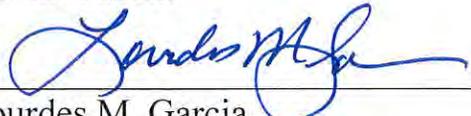
IN WITNESS THEREOF, the duly chosen representatives of the parties hereby affirm that they have the authority to enter into this Agreement on behalf of themselves and their principals and thereto affix their hand this _____ day of _____, 2024.

For the Company:



Rich Rogers,
Chief Operating Officer
Dated: 6/25/24

For the Union:



Lourdes M. Garcia,
Secretary-Treasurer
Dated: 6/24/24

Side Letter #1
Between
TRANSPORTATION CONCEPTS
AND
TEAMSTERS LOCAL 572
FOR THE
BEACH CITIES TRANSIT PROJECT

ARTICLE 27
WAGES

Section 1 Employee Pay Rate. Employees covered by this Appendix shall maintain their current pay rate as of the effective date of this agreement and will receive the following hourly wage increase during the term of this Agreement. All increases will be effective on July 1st of each year:

Operators

Effective Date	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Training	\$17.50	\$17.50	\$17.50	\$22.50	\$22.50
0-12 month	\$19.00	\$19.60	\$20.20	\$25.20	\$26.45
13-24 month	\$19.40	\$20.00	\$20.60	\$25.60	\$26.90
25-36 month	\$19.80	\$20.40	\$21.00	\$26.00	\$27.30
37-48 month	\$20.20	\$20.80	\$21.40	\$26.40	\$27.75
49-60 month	\$20.60	\$21.20	\$21.80	\$26.80	\$28.15
61+ month	\$22.00	\$23.00	\$24.00	\$30.00	\$31.50

Mechanics

7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
\$31.00	\$32.50	\$34.00	\$40.00	\$42.00

ZEB Mechanic

7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
			\$44.00	\$46.00

JS
10/1/2024

Utility

7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
\$16.50	\$17.00	\$17.50	\$23.00	\$24.00

ARTICLE 28
INSURANCE

Section 3 Premiums. If an employee elects to participate in a medical insurance plan the company will contribute the following per month towards the employee only coverage or 60% of the total premium cost, whichever is higher.

7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
\$600	\$650	\$700	\$775	\$850

If the employee wishes to extend coverage to his/her authorized dependents, they shall pay the entire cost of the premium for such dependent coverage

ARTICLE 34
TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2022, through and including **June 30, 2027**, except as changes, amendments or supplements may be mutually agreed during its term and reduced to writing. This Agreement shall be automatically renewed from year to year thereafter, unless either party gives written notice of a desire to modify, amend or terminate same at least sixty (60) days, but not more than ninety (90) days prior to the expiration date or any anniversary date thereof.

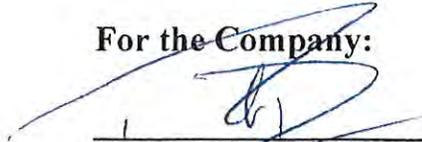
For the Union:



Tait Skifstrom, Business Representative

Dated: 10/4/2024

For the Company:



Rich Rogers, EVP/COO

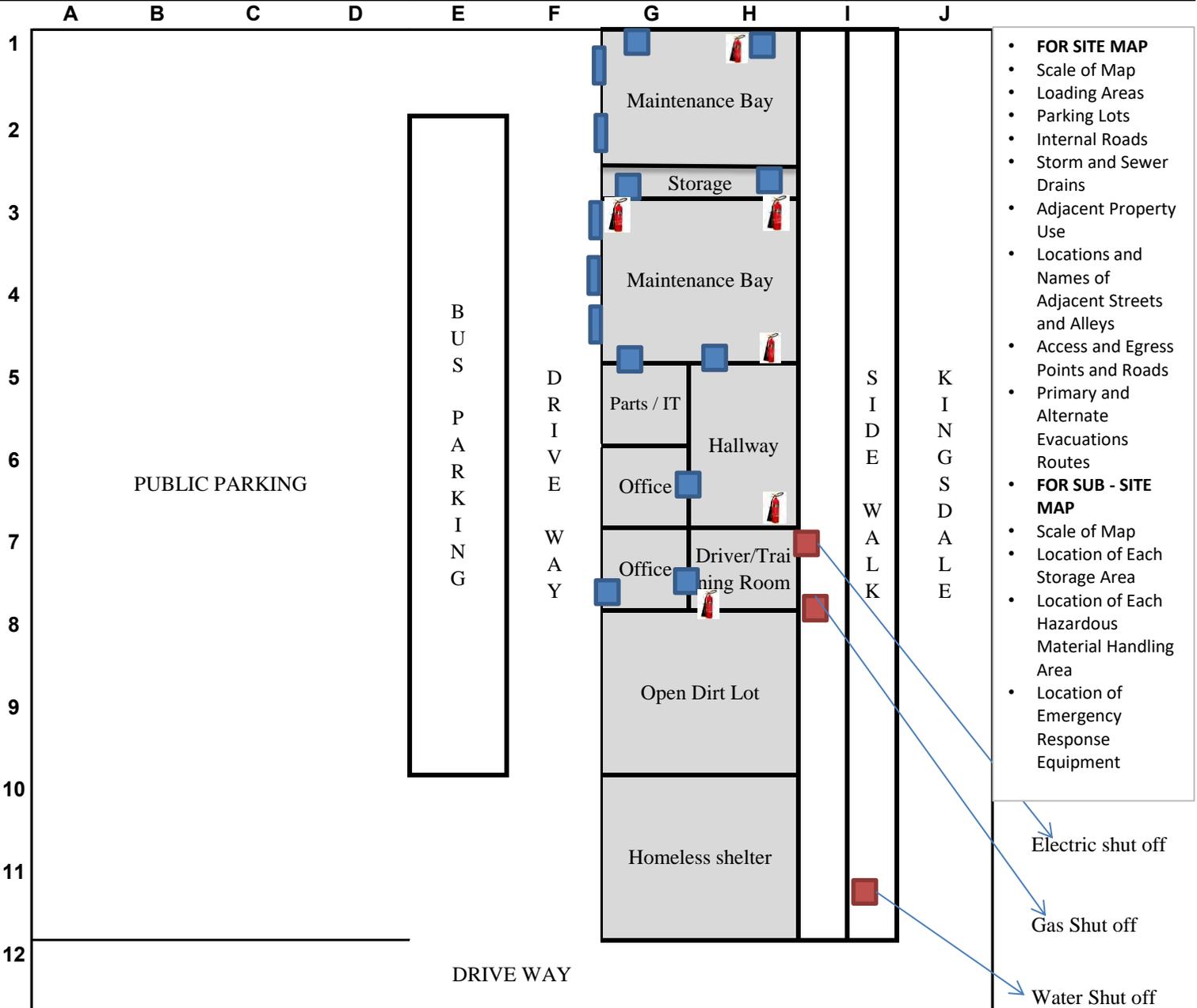
Dated: 10/4/2024

**REDONDO BEACH - ACTIVE EMPLOYEES
AS OF 11/1/24**

	NAME	ID #	JOB TITLE	LHD
1	RIVERA, SERGIO E	23467	Driver	01/01/10
2	FERNANDEZ, BERNARDINO	23476	Driver	01/01/10
3	GOSEY, TRESSA A	23459	Driver	01/01/10
4	HUNT, LESLIE	12282	Driver	11/24/10
5	MOSES, ANDREA	22071	Driver	05/26/14
6	GARCIA, JUAN	22776	Driver	07/01/15
7	MARTINEZ, CARLOS	23510	Driver	06/01/17
8	FAULKNER, ABREANNA	26387	Driver	11/06/18
9	ROBB, LYNNETTE	26571	Driver	09/19/18
10	MARTINEZ, ATILIO	26585	Driver	10/10/18
11	WILLIAM, CHARLES	6397	Driver	09/01/20
12	TORO, LILLIAN	6558	Driver	09/01/20
13	SAWYER, MARCEL	7140	Driver	06/28/21
14	RICH, LISA	7257	Driver	11/02/21
15	WESTBROOKS, ROSANDA	7463	Driver	06/14/22
16	ACOSTA, SARAH	7522	Driver	07/25/22
17	PALACIO, TOWANA	7539	Driver	08/09/22
18	OLIVER, MARIA	7563	Driver	09/07/22
19	WEBBER, BETTY	7619	Driver	10/20/22
20	COOPER, PHILLIP	7666	Driver	12/05/22
21	MEZA, ALEJANDRO	7711	Driver	09/15/23
22	MOORE, KESHONDA	7929	Driver	09/13/23
23	CARBAJAL APRIL	7939	Driver	10/04/23
24	COPELAND CELESTE	7224	Driver	10/16/23
25	BROWN, ABRANA	8031	Driver	02/06/24
26	ALLEN, FRANK	8046	Driver	06/17/24
27	MILTON, MICHAEL	8053	Driver	03/27/24
28	SILVA LUNA, SERGIO	8133	Driver	08/26/24
29	HOLLENS, ELIJA	8151	Driver	10/02/24
30	HUMPHREY, KAELIN	8165	Driver	10/15/24
31	LINDSTROM, LUKE	8166	Driver	10/15/24
32	ESTABAN, RUIZ	26621	Mechanic	01/09/19
33	GONZALEZ, MARIA	7840	Utility	07/02/23
34	AYALA, JAVIER	7884	Utility	08/08/23
35	GARCIDUENAS, VICTOR	8767	Mechanic	09/23/24

SITE ADDRESS 1519 Kingsdale Ave	103	CITY Redondo Beach	104	ZIP CODE 105
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DATE MAP DRAWN 11/5/2024	MAP # #3 Makro Facility	FACILITY ID # 10300369
------------------------------------	-----------------------------------	----------------------------------



OFFICIAL USE ONLY			DATE RECEIVED			REVIEWED BY		
--------------------------	--	--	----------------------	--	--	--------------------	--	--

DIV	BN	STA	OTHER	DISTRICT	CUPA	PA
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FY 2023-24 Fare Collection for BCT Fixed Route and DAR

Months	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Totals
Line 102	\$3,417.80	\$3,647.46	\$3,669.99	\$4,213.79	\$3,527.05	\$2,639.59	\$3,241.54	\$2,890.86	\$3,278.68	\$3,342.98	\$3,708.84	\$2,925.94	\$40,504.52
Line 109	\$6,721.93	\$6,678.84	\$5,902.47	\$6,046.46	\$5,606.95	\$5,422.54	\$5,323.80	\$4,729.36	\$5,514.55	\$5,852.63	\$5,977.29	\$5,818.24	\$69,595.06
Totals	\$10,139.73	\$10,326.30	\$9,572.46	\$10,260.25	\$9,134.00	\$8,062.13	\$8,565.34	\$7,620.22	\$8,793.23	\$9,195.61	\$9,686.13	\$8,744.18	\$110,099.58
DAR	\$849.05	\$897.96	\$877.77	\$960.08	\$835.01	\$718.23	\$785.67	\$803.47	\$910.40	\$822.90	\$985.68	\$796.29	\$10,242.51

Updated Exhibit C - Cost Proposal
(Included as a Separate Excel File)



Financial Services

415 Diamond Street, P.O. Box 270
Redondo Beach, California 90277-0270
www.redondo.org

tel 310 318-0683
fax 310 937-6666

ADDENDUM #2 (4 Pages)

RFP NUMBER: 2425-003

**RFP NAME: Operation and Maintenance of Beach Cities Transit
Fixed Route Transit and Dial-A-Ride Services**

ADDENDUM DATE: 7:00 p.m., November 13, 2024

ISSUED BY: 
Robert Norman, Financial Services Dept.

The following constitutes Addendum #2:

- 1. Revised Response to Question 79**
- 2. BCT FY24 Transit Fleet OnBoard Vehicle Equipment (Related to response to question 78)**
- 3. Second Update to Exhibit C - Cost Proposal (Included as a Separate Excel File)**

This Addendum must be acknowledged electronically through the Procurement Portal via OpenGov on the City's website at the following link:

<https://procurement.opengov.com/portal/redondo/>

OR if a proposal is delivered directly to the City by courier, in-person, or mail, then acknowledgement of this Addendum must be included with your sealed proposal.

ACKNOWLEDGED:

Company Name: _____

Signature: _____ **Date:** _____

Authorized Representative

RFP#2425-003 Addendum 2 - Revised Response to Question 79

#	Question	Response
79	Can BCT please tell us the system/platform currently being used as the Intelligent Transportation System for the Fixed Route services? For the Wave (Dial-A-Ride) services?	<i>BCT's existing Real-Time Transit Information Systems (RTIS) is GMV Syncromatics for the Fixed Route. The transit vehicles designated for the WAVE Dial-A-Ride services are not equipped with the real time information system.</i>

BCT FY24 Transit Fleet OnBoard Vehicle Equipment

This spreadsheet is associated with Question #78 for BCT RFP #2425-003 Q & A

Fleet No.	Vehicle Description	Mode	Model Yr	Fareboxes	Type of Cameras	Number of cameras	Annunciators	Destination sign	Bus Smart-Card Validator (Fare TAP System)
DAR									
516	Mobility Ventures, MV-1	DAR	2014	Diamond-Manual Dropbox	REI camera system HD5-600	5	No Annunciator	None	Not Applicable
517	Ford E450 Champion Flex	DAR	2019	Diamond-Manual Dropbox	REI camera system HD5-1200	7	No Annunciator	Hanover system	Yes
518	Ford E450 Champion Flex	DAR	2019	Diamond-Manual Dropbox	REI camera system HD5-1200	7	No Annunciator	Hanover system	Yes
519	Ford E450 Champion Flex	DAR	2019	Diamond-Manual Dropbox	REI camera system HD5-1200	7	No Annunciator	Hanover system	Yes
520	Ford E450 Champion Flex	DAR	2020	Diamond-Manual Dropbox	REI camera system HD5-1200	7	No Annunciator	none	Yes
521	Ford E450 Champion Flex	DAR	2020	Diamond-Manual Dropbox	REI camera system HD5-1200	7	No Annunciator	none	Yes
FR									
544	ELDORADO - EZ RIDER II	FR	2015	Diamond-Manual Dropbox	REI camera system HD800	8	DRI DR 700 equipped in bus	Twinvision	Yes
545	ELDORADO - EZ RIDER II	FR	2015	Diamond-Manual Dropbox	REI camera system HD800	8	DRI DR 700 equipped in bus	Twinvision	Yes
546	ELDORADO - EZ RIDER II	FR	2015	Diamond-Manual Dropbox	REI camera system HD5-1200	8	DRI DR 700 equipped in bus	Twinvision	Yes
547	Ford E450 Champion Flex	FR	2019	Diamond-Manual Dropbox	REI camera system HD5-1200	7	Hanover system	Hanover system	Yes
548	Ford E450 Champion Flex	FR	2019	Diamond-Manual Dropbox	REI camera system HD5-1200	7	Hanover system	Hanover system	Yes
549	ELDORADO - EZ RIDER II	FR	2022	Diamond-Manual Dropbox	REI camera system HD5-1200	12	GMV Syncromatics	Hanover system	Yes
550	ELDORADO - LF-40	FR	2003	Diamond-Manual Dropbox	REI camera system HD800	7	Hanover system	Hanover system	Yes
551	ELDORADO - EZ RIDER II	FR	2022	Diamond-Manual Dropbox	REI camera system HD1200	12	GMV Syncromatics	Hanover system	Yes
552	ELDORADO - EZ RIDER II	FR	2022	Diamond-Manual Dropbox	REI camera system HD5-1200	12	GMV Syncromatics	Hanover system	Yes
553	ELDORADO - EZ RIDER II	FR	2023	Diamond-Manual Dropbox	REI camera system HD5-1200	12	GMV Syncromatics	Hanover system	Yes
554	ELDORADO - EZ RIDER II	FR	2023	Diamond-Manual Dropbox	REI camera system HD5-1200	12	GMV Syncromatics	Hanover system	Yes
555	ELDORADO - EZ RIDER II	FR	2023	Diamond-Manual Dropbox	REI camera system HD5-1200	12	GMV Syncromatics	Hanover system	Yes
556	ELDORADO - EZ RIDER II	FR	2023	Diamond-Manual Dropbox	REI camera system HD5-1200	12	GMV Syncromatics	Hanover system	Yes
557	ELDORADO - EZ RIDER II	FR	2023	Diamond-Manual Dropbox	REI camera system HD5-1200	12	GMV Syncromatics	Hanover system	Yes

Second Update to Exhibit C - Cost Proposal

(Included as a Separate Excel File)

EXHIBIT "D"
CONTRACTOR'S PROPOSAL

See attached.



Proposal to the City of Redondo Beach for the Operation & Maintenance of the Beach Cities Transit Services



Submitted by:



12 Mauchly Building I
Irvine, California 92618

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November 20, 2024

Robert Norman
Purchasing Administrative Analyst
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Dear Mr. Norman,

On behalf of Transportation Concepts (TC), I would like to begin by expressing gratitude for the opportunity we have had to serve as the City's contractor of choice over these last 15 years. We are extremely excited about the opportunity to be considered once again to manage and operate the Beach Cities Transit Fixed Route and Dial-A-Ride Services for the City of Redondo Beach for another 10 years.

Transportation Concepts has been quite successful in operating these services over the last 15 years. Our focus over these years has been on constantly striving to meet or exceed the City of Redondo Beach and the community expectations, which we believe we have successfully achieved. This is a direct result of the continuity of our local team, which has been led by Mr. Brett Baum, a proven leader, along with outstanding location staff, as well as the support of a strong local corporate support team. Mr. Baum has been the Project Manager for the Beach Cities Transit Service for the last 14 years. We have an extremely strong and capable workforce, which has been strengthened over the years in terms of the number of staff positions as well as necessary wage increases to maintain the continuity of our workforce. We continually strive for improved operational statistics and have nurtured a true partnership approach with the City of Redondo Beach. This has resulted in an extremely cohesive client/contractor relationship that has continued to provide outstanding results.

With our dedicated local team, who are currently in place, Transportation Concepts has a clear understanding of the needs of the BCT system, the technology utilized in day-to-day operations, and the parameters driving the system. We are familiar with the unique characteristics of the system to include the ridership profiles of the Fixed-Route and Dial-a-Ride services, the coordination of vehicle maintenance and cleaning, as well as the geographical, environmental, and labor challenges found in the local region.

Throughout our working relationship with the City of Redondo Beach, Transportation Concepts has been extremely successful in managing all aspects of this operation. Our team, however, is committed to continual improvement and is committed to striving for ways to further improve the operation over the next 10-year contract term.

Mr. Baum leads with a very hands-on type of management style. He understands his internal working environment as well as the external environment his team serves. He is adamant about getting out into the community on a regular basis and conducts road supervision on a regular basis. Additionally, Brett has also been a resident of the City of Redondo Beach for several years.



We hope that through our proposal we truly reiterate our continued dedication and commitment that only Transportation Concepts will bring to the City of Redondo Beach. We have focused on the qualifications of our company, our local team, our knowledge of technology and our sincere desire to continue to manage and operate the BCT service for the next 10 years.

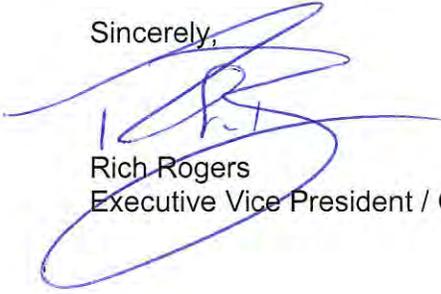
Some of the highlights of our proposal include:

- An extremely qualified Project Manager and Maintenance Manager leading the team as well as a staunch support team both at the BCT operation as well as at the corporate office in Irvine, California. No other competitor will offer a management team with the experience and credentials of Mr. Baum and his team.
- A compensation plan that includes continual wage increases for drivers and staff.
- An operational plan that focuses on training, customer service and safety which are proven and designed to result in a positive experience for the end user and potential for ridership growth.
- Local management team with years of “hands on” experience operating Real Time Information systems and Zero Emission Buses.
- A proven operational approach and support system that consistently strives to exceed the needs of the City of Redondo Beach.
- Outstanding positive references from current clients who have experienced contracting with our company for their Fixed Route and Dial-a-Ride Contractor needs.

We are excited about the opportunity to once again be considered as the contractor of choice and extend our partnership with the City of Redondo Beach for another 10 years.

We acknowledge receipt of Addendums 1, 2, and 3, which are included in the required forms section of our proposal. If further information is needed, please contact me at (949) 864-3493 or via e-mail – rrogers@transportation-concepts.com. I am authorized to bind Transportation Concepts to the terms of this proposal, and it is valid for a minimum of 180 days from the submitting deadline.

Sincerely,



Rich Rogers
Executive Vice President / Chief Operating Officer



B. Background/Experience with Fixed Route and Paratransit Systems



The City of Redondo Beach has contracted with Transportation Concepts (TC) to operate Beach Cities Transit since January 1, 2010. Over these 15 years TC has provided an exemplary level of Fixed Route and Dial a Ride services. TC was the driving force in implementing a process to provide accurate reporting of statistics, dramatically improved on-time performance, introduced a comprehensive monthly reporting format that provided a much greater degree of operational data to the City, brought in advanced and proven maintenance to address service reliability issues prior to 2010, and dedicated a proven transit leader in Mr. Brett Baum to lead the successful efforts over the last 5 years.

TC's approach to success has always been that the management and operation of Beach Cities Transit remains transparent, and laser focused on the fact that the community comes first. From our employees to the people we serve, everyone has a stake in the transit system, and without them, we as a Company would not have achieved such success.

Partnership and Continual Improvement

Throughout these last 3 contractual terms, TC has remained instrumental in working with the City of Redondo Beach in a collaborative approach to improving both the image and performance of Beach Cities' Transit service. This has enabled BCT to maintain steady growth and stability. TC management has always met or exceeded the Cities key performance goals, along with implementing many enhancements, such as a significant fixed route restructuring, which resulted in an increase in ridership since implementation. Enhanced Dispatch and management oversight through a relocation of the dispatch center and management offices to the maintenance and bus storage yard located on Kingsdale Ave, dramatically improved not only the direct supervision of the BCT, but the camaraderie and unity of all employees because of this forward-thinking change. TC worked with the City in the development of a standardization of vehicle type procurement insight coupled with a realistic vehicle replacement plan and enhanced our preventative maintenance program to meet the growing technological advancements.

In July 2015, The City of Redondo Beach awarded Transportation Concepts (TC) a second term contract to continue to operate the Cities Dial-A-Ride and fixed route services. Beginning immediately, we implemented a computerized scheduling and dispatch system which replaced the manual system that was previously in place. As a result, we saw improved efficiency in the system, and made making reservations for the passengers easier, resulting in reduced passenger wait times, enhanced responsiveness which mitigated customer complaints. Other benefits included improved On time performance (OTP), NTD reporting, accuracy in trip scheduling and communication with drivers.

In 2020, Transportation was successful again in being selected and was awarded another 5-year contract with The City of Redondo Beach to continue to manage and operate the Beach city's transit services. During this period, we opted to implement an enhanced

computerized scheduling and dispatch system, replacing the system that was previously in place. As a result, we saw further improved efficiencies in the system. Coupled with attempts to continue to improve, we had a significant challenge in dealing with the Covid Pandemic and the construction of the transit center during this contract period.

Partnership during the Pandemic

Transportation Concepts continued its unwavering commitment to the Beach Cities community by running service throughout the Covid-19 global pandemic. We continued daily service operations on the fixed route and Dial-a-Ride systems. Not only were we able to maintain our service but we had our staff diligently disinfecting and sanitizing the bus stops and surrounding areas to ensure the safety and well-being of our passengers. This commitment made BCT one of the safest bus services to ride in Southern California. When other transit agencies were struggling to acquire the necessary PPE, Transportation Concepts was able to source the appropriate PPE to keep not only our staff safe but our rides too.



Redondo Beach Transit Center



Throughout the planning and construction of the Redondo Beach Transit Center construction, TC worked in close partnership with the construction teams, the City, and other outside agencies to provide off-site parking for our transit buses to ensure minimal disruption to transportation services.

We also collaborated with city officials to ensure compliance with local regulations and guidelines. TC, being as safety conscious as it is, provided routine safety site safety checks to ensure our employees were safe when walking to and from their buses.

Integration of Systems & Knowledge of BCT

Throughout our years of experience managing Beach Cities Transit for the City of Redondo Beach, TC has partnered with the City to integrate many enhancements such as the Transit Automated Passenger system (TAP), Real Time Information Systems (RTIS), Digital Bus Destination (head sign) project, Bus fleet Annunciator implementation project, GMV Syneromatics, and the REI camera systems. This has not only proven to be an enhancement to the riders, but it also has allowed BCT to become a much more efficient operation. Not only has our team implemented these technologies but we have become highly proficient in utilizing them, along with troubleshooting issues and making necessary repairs as needed.

Additionally, with our team's longevity and experience comes System Knowledge. The following are just a few items that have enhanced not only BCT but the TC operation over the last contract term.

- **TAP System Expertise:** The TAP (Transit Automated Passenger) system enables efficient fare collection and passenger tracking. Our team is skilled in configuring, maintaining, and troubleshooting this system, ensuring seamless operation in our transit vehicles. This expertise helps us address issues quickly, minimizing downtime and enhancing the passenger experience.
- **Paycom.** TC has also partnered with a Payroll/HR organization (Paycom) which, besides having all our payroll and HR needs in one place, Paycom also integrates directly with online recruiting sites like Monster, indeed, and Zip Recruiter.
- **GMV Syncromatics Proficiency:** GMV Syncromatics is integral to our fleet management, offering tools for real-time vehicle tracking, reporting, and operations management. Our team is adept at navigating its features, allowing for effective monitoring of vehicle performance and operational efficiency. We can troubleshoot connectivity issues, data discrepancies, and software functionality, ensuring that the system runs smoothly.
- **Knowledge of Routes:** based on our knowledge and experience of the service needs, we have developed several detour and detour notices for the public for the annual events such as the July 4th Fireworks Display, Pier Lighting Events, and 5K/10K Walk/Run events, thus limiting the impact on the public.
- **Troubleshooting Skills:** Our maintenance technicians are trained to diagnose and resolve problems efficiently, whether it involves hardware components or software configurations. This capability ensures that both systems remain operational, contributing to the overall reliability of our fleet.
- **Repair Capabilities:** Beyond troubleshooting, our team is equipped to perform repairs on both the TAP system, the REI Buswatch camera system, and the GMV Syncromatics. This includes hardware replacements, software updates, and system integrations, allowing us to maintain the integrity of these critical systems.
- **Continuous Learning:** We prioritize ongoing training to keep our team updated on the latest technologies and best practices related to technological advancing systems, including ongoing ZEB training and certification programs. This commitment to professional development enhances our troubleshooting and repair capabilities.

Overall, our proficiency with BCT technological advancements ensures efficient operation, enhanced service reliability, and supports our goal of providing an exceptional transit experience for the end user.

NTD

TC has worked closely with City Staff to improve the out comprehensive management report that provided both operational and fiscal data. TC has also assisted the City in the development of the NTD data collection process.

Triennial Reviews

Transportation Concepts has worked closely with the City on their FTA Triennial Reviews, and we have not had negative findings since our involvement.

Other Factors

Based on some of the limitations of the facility, together with the city assistance we have been able to maintain a functional and effective working environment, which includes a dedicated dispatch area, drivers' room, and management offices. TC also worked very closely with the Transit Manager on plans for the new transit facility, specifically to accommodate the BCT operations and maintenance services, and the facility needs to accomplish that.

With this knowledge, we are well positioned to continue working with this current transit facility and partner with the City with its future transit plans relative to the ZEB roll out as well as the ongoing plans related to the Transit Operations & Maintenance Facility (OMF).

Operationally, TC has in place a proactive work environment where focus is placed on safety, service, and the enrichment of our employees. Work schedules are planned out well in advance to accommodate the service needs while allowing employees flexibility in planning their outside activities. TC uses a centralized dispatch system where all employees, customers, and associates contact a central location (phone, email, in-person, radio) to interact with the operation.

Present Day

Although we are in the final months of our current contract with the City, we are committed to continuous improvement. The following is a current project the BCT team has begun:

- **Upgrading our Scheduling and Dispatch System**
 - Although the system we implemented back in 2020 as a huge improvement, changes with the manufacturer have resulted in the platform no longer being supported and thus rendering it obsolete.

Over the last several months, TC has evaluated several electronic scheduling and dispatch systems and has committed during this last year of our contractual agreement to move forward with upgrading our existing Dial-a-Ride (DAR) scheduling and dispatch system to "Trip Master." We are currently in the process of training on this new platform and expect to go live mid-to late December 2024. Below is a list of a few key features that will help us to better serve the community:

- A new "Smart scheduler" will aid in optimizing the pick-up and drop-off of passengers by creating clusters of riders who are located within proximity.
- The Smart Scheduler will incorporate personalized passenger settings that can be set to fit individual needs (For instance, if Jane Doe requires additional time for boarding the bus, the Smart Schedule may be configured to consistently authorize more time for this passenger while boarding). This process helps with overall all-time performance and efficiency.
- Dial-a-ride passengers will now receive automated text notifications reminding them of their pickups. Riders will also get text messages letting them know the bus arrival time.
- Trip Master's app-based program has a more intuitive interface making it easier for operators to navigate tablets and help with overall time performance.

Additional details of the Trip Master scheduling and dispatch system can be found in Section R of this proposal.

Overall Company Experience

From the operation of a six-bus shuttle operation at the Ontario Airport in 1982, through today, Transportation Concepts has enjoyed measured growth. Currently, the company manages several Fixed Route, Shuttle or Dial-a-Ride contracts in the Southern California Region, all in areas with similar challenges to the Beach Cities Transit. The company operates these services utilizing a fleet of over 200 vehicles ranging in size from seven passenger minivans to 40-foot transit coaches. Most of the vehicles maintained and operated by Transportation Concepts use Alternative fuels. In addition, we have 9 years of direct experience operating Zero Emission Buses in several locations since 2015 and have partnered with 4 specific agencies over those years on the OMF facility planning, ZEB procurements, and charging infrastructure and related safety and management systems. Please reference Section Y of our proposal for additional details related to our experience with Zero Emission Bus and infrastructure planning.

Fixed-Route Services



TC has over 25 years of experience operating fixed-route service in the local region with public transit agencies that receive Federal Section 5307 transit funding. In addition to our **fifteen (15) years of operating Beach Cities Transit**, other comparable fixed-route experience over the last 20 years includes; **7 years** prior experience under contract with **Los Angeles Metro** operating **55 buses**, **19 years** under contract with **Corona Transit**

operating **20 buses**, **10 years** of prior experience with the **Riverside Transit Agency** operating **86 buses**, along with contracts with **Omnitrans**, **Palos Verdes Peninsula**, the **City of Avalon**, **Los Angeles County**, and several other municipal operations throughout the Southern California area.

In addition, our talented and valued employees have been responsible for the operation of regularly scheduled services throughout the state including overall management responsibilities encompassing day-to-day administration of systems operating in rural transit environments as well as major metropolitan areas transporting over 5 million passengers per year. This includes routing and scheduling, safety oversight, vehicle and facility maintenance, road supervision and dispatch oversight, integration of technology, and of course vehicle operations. Additionally, the TC management support team has had experience with Fixed Route operations since 1987.

Shuttle/Circulator/Feeder Services



TC has been providing shuttle services since 1982. In fact, we currently operate several shuttle services of varying operating characteristics to include, airport and campus shuttles, medical center shuttles, and employer shuttles. We are extremely proficient at providing high quality, high capacity, short haul, and high frequency services. In addition, we provide other special services including regular shuttles connecting

remote parking lots to employment centers; feeder services linking passengers from the train station to employment centers, and commuter services providing transportation from designated parking lots in suburban areas to jobsites located in major metropolitan areas. These services are one way we can contribute to improving the air quality of the communities we serve.

Demand Response/ADA Paratransit / Dial-a-Ride Services



TC also has close to **25 years of experience** operating Paratransit service in the local region with public transit agencies that receive Federal Section 5307 transit funding. In addition to our **fifteen (15) years** of operating **Beach Cities Transit**, other comparable Paratransit experience over these last 20 years includes **19 years** under contract with the **City of**

Corona operating **14 vehicles**, **15 years** with the **City of Glendora** operating **10 vehicles**, **12 years** under contract with the **Riverside Transit Agency** operating **60 vehicles**, **5 years** under contract with **Omnitrans** operating **110 vehicles**, along with several other operating contracts with municipalities in the Los Angeles and Southern California region. Additionally, TC corporate support staff have experience providing Dial-a-Ride services for close to **40 years**.

We have experience managing various size and types of specialized services ranging from two to over one hundred vehicle operations carrying up to **1,000** passengers per day. In addition, we have significant experience with various automated reservations and scheduling systems.

C. Service Delivery Approach

Management Philosophy

As a smaller transit organization, our reputation means more to us than just turning a profit. Gill Barnett, the founder and CEO of our company has always stated ***"If you take care of your clients and take care of your employees, they will in turn take care of the business."*** This is the **foundation of our company culture** was formed on that principal and is one of the key reasons that Transportation Concepts has continued to meet or exceed expectations over the last 42 years, and why we have been selected by the City of Redondo Beach as the contractor of choice for the last 15 years. Another significant reason is that our company stands out in comparison to other transit contractors: **"We do what we say - and we do it well."**

Although Transportation Concepts operates as a dba under Parking Concepts, the provision of effective transportation operations is the core business of Transportation Concepts. We do not have other businesses that divert focus from our primary objective with our clients, such as the City of Redondo Beach, which is to transport passengers safely and effectively while creating a positive image for the BCT as well as our organization simultaneously. Our concentration remains on your service. If additional support is needed other than the provision of normal services, we have very tenured and knowledgeable internal staff that can provide consulting and assistance in the areas of maintenance, labor, risk management, safety, technology, and environmental concerns.

Over the last 42 years, Transportation Concepts has nurtured a management approach/philosophy that is specific to the needs of our customers. Although it is extremely important to have reliable corporate support, we believe that the service is only as strong as the local team leader. As we have demonstrated over the last 15 years in working with the City of Redondo Beach, the local team will operate in partnership with City staff by working towards the same goal of providing premier service to the residents and visitors of Redondo Beach and the surrounding beach communities. Our objective is to improve the quality of life in the communities that we serve. Part of our efforts include hiring locally to provide an environment that promotes camaraderie and community involvement as demonstrated over our term in Redondo Beach. In addition, our corporate team will always provide as much support as necessary and be available for consultation as requested anytime.

Company Strategic Plan

We recently embarked on the development of an organizational blueprint for the future direction of the company, as well as to define our long-term goals. We feel it's important for the evaluating team to better understand the purpose of our company culture and that our long-term goals align with the future of BCT. The following is an overview of that Strategic Plan:

Mission Statement

Empowering our team to deliver superior service to our partners with uncompromising integrity

Vision Statement

To be the industry-leading service provider for our partners, led by our culture, team, and technology

Strategic Priorities

1. Client Retention, Engagement, and Satisfaction

- Transparency
- Above contract requirements
- Project management
- Quality service
- Deliver what is promised

2. Process Improvement

- Develop procedures, SOPs, org chart
- Quality assurance
- Performance management
- Accountability
- Efficiencies

3. 5 Rights: People, place, thing, skill, mindset

- Workforce
- Succession planning bench
- Retention + engagement
- Performance Management + Evaluation
- Reward + recognition
- Talent Development

4. Branding and Marketing

- Brand recognition
- Uniformity presence
- Reflect + validate vision
- Leverage technology

5. Financial Strategies and Accountability

- Expenses/ revenue/ cash flow
- Leverage technology

Organizational Values

Integrity

- Do what is right...and when no one is looking
- Do what is right, not what is easy
- If in doubt - what would Gill Barnett do?

- Family**
 - Each employee is more than just a number
 - Treat everyone fairly
 - Hear and encourage every voice

- Customer Focus**
 - Prioritize our Customers and their needs
 - Empathize with our customers
 - Solicit customer feedback at all levels of organization

- Accountability**
 - Take ownership of our actions
 - Strive for clear, open, and direct communication
 - Do not dwell on mistakes – learn from them

- Safety**
 - Guides everything that we do
 - Target Zero -Zero claims and near misses
 - Strive for a relentless pursuit of safety improvements

- Leadership**
 - Lead by example
 - Establish trust and demonstrate care
 - Aspire to be great in our service to others

BCT Specific Operations Programs

As a professional provider of transportation services for over four decades, we have developed and implemented programs for a full range of transportation services. Our programs include the following:

- ❖ **Safety** – safety culture, employee, riders, maintenance shop, environmental, incident prevention and response.
- ❖ **Customer Service** – passenger relations, disability awareness.
- ❖ **Employee Development** – recruitment, screening, hiring, training, and supervision.
- ❖ **Maintenance** – preventive, body work, warranty, parts inventory, vehicle appearance, heating/air conditioning, audit/inspection, and ongoing technician enhancement training.
- ❖ **Vehicle Operation** – employee check in, vehicle inspection, dispatch/vehicle communications, on time performance, route supervision, fare collection and extensive continual training.

All these programs will continue to be in place for BCT. To successfully facilitate our programs throughout each of our operations we must effectively maintain our support structure and ensure that each area is developing and continuously improving. Every person on our team must demonstrate a high degree of passion for customer service and be able and willing to provide it to the community and the ridership system.

"Since Transportation Concepts began service operation for the City in January 2010, their success rate has been largely based on the management staff who continue to be adaptable, responsive and proactive in resolving service issues, providing professional and technical assistance, and in addressing the needs and expectations of City staff "

Joyce Rooney - City of Redondo Beach

Over the last 42 years Transportation Concepts has had an excellent performance record with the contracts we have operated. We have consistently focused on efforts to exceed client expectations and nurture an excellent safety culture within each of our operations. This approach has resulted in our organization achieving a solid reputation for getting the job done as promised. We are proud of our success. However, our philosophy is one of always keeping our eyes open for a better way to serve our clients. We are committed to continue operating under this philosophy relative to the service provided to the City of Redondo for the Beach Cities Transit Service.

The following is our *Beach Cities Transit Operations Policy and Procedures* manual. This is issued to all employees upon hire. In addition, our company handbook is also issued at the time of hire, and further demonstrates our understanding of this project. Information on our employee handbook can be found in Section M of this proposal.

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These procedures are incorporated into the existing TC Handbook. Situations may occur that are not covered by these policies and procedures, such instances, drivers must exercise good judgment. In all situations, drivers must report these to their supervisor and dispatch.

All drivers must become thoroughly familiar with the TC policies and procedures, special requests and instructions. Ignorance will not excuse negligence of duty, and disciplinary action as stated below or contained in the TC Employee Handbook, sections "K", Workplace Conduct page 43-45. Clarification of these rules must be done through your immediate Supervisor or Trainer.

1. Special Instructions:

Special Instructions supersede the procedures contained herein and are to be obeyed while in effect. Special Procedures and instructions may be issued in the form of:

- Bulletins
- Notices
- Memos
- Schedule Memos

2. Compliance and Instructions:

Drivers must accept responsibility for and carry out the oral and written instruction of any authorized TC or Agency representative.

3. Notice Boards and Mailboxes:

Drivers must consult the noticeboards and check their mailboxes if provided before and after each day's assignments.

4. Cooperation with Law Enforcement and Fire Department:

Drivers must cooperate with Law Enforcement and Fire Department agencies. If such cooperation creates a dangerous situation or changes any established TC procedure, notify your supervisor immediately for clarification. At no time can passengers get involved with assisting in any safety related issue. An Incident report must be completed and turned into your supervisor at the end of your shift detailing the incident.

5. Safety in the Yards:

Drivers must be alert and take necessary precautions to ensure their personal safety and the safety of others. Reflective Safety Vests must be worn at all times when walking yard and or layover. The safety vest may not be worn while operating any vehicle.

6. Seat Belts:

Drivers must wear seat belts when operating any vehicle, revenue vehicles included. When operating a non-revenue vehicle, it is the operator's responsibility to ensure that all occupants of the vehicle are using the seat belts before the vehicle is put into operation.

7. Electronic Devices:

All electronic devices must be off and not visible while operating a vehicle, including a non-revenue vehicle. The only exception is the two-way radio or PTT phone. Using a cell phone while operating a vehicle will result in immediate termination.

- Cell phones and accessories
- Computers and accessories
- Electronic audio and visual devices.
- Earpieces.

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8. Pull in, Pull out and Off Route:

Drivers must strictly adhere to all operating procedures and traffic laws on all pull out, pull in and detours. Drivers must never park or layover in any unauthorized location. Unnecessary deviations or delays are prohibited. Drivers must always use their four way signals when pulling into a stop.

9. Routes:

Deviating from routes is prohibited, unless directed by Law enforcement, fire department, supervisor or agency representative. Routes are to be completed as per the established paddles. Cutting a route short or deviating without authorization will result in immediate termination.

10. Service Delays:

Drivers must notify dispatch immediately when a delay or blockade has interrupted service for more than 10 minutes or may prevent the bus from reaching the layover in sufficient time. Also, notify dispatch once the delay / blockade has been cleared. Ensure this information is written on your trip sheet.

11. Time Points:

Speeds must be monitored so that drivers arrive at time points safely and on schedule. DO NOT depart time points earlier than the scheduled time. DO NOT arrive at time points or layovers more than 3 minutes ahead of schedule. Running times must be distributed evenly between time points.

Violation of this section will result in Disciplinary action up to and including termination.

12. Detours:

When driving through an authorized detour, stop at any intersection where it is safe to allow passengers to board and alight.

13. Layover:

Engines must be turned off when layover time exceeds 5 minutes. Always ensure your vehicle is pulled forward and does not block any driveway or intersection. Always try to accommodate other drivers.

14. Unattended Buses:

When a bus is left unattended at any location, it must be properly secured. Do not leave any supplies on the bus. Drivers must keep their passes, ID badges, and transfers on them at all times. Return to the bus with sufficient time to prepare for service. Never leave passengers onboard when unattended. Always notify dispatch when you leave the bus unattended.

15. Announcing Departures:

Announcing your departure should be done moments before departing the stop. Always keep a look out for passengers.

16. Transporting Animals:

Drivers must transport service animals in accordance with the Americans with Disabilities Act guidelines. All other animals must be secured in a suitable carrier. Notify dispatch whenever a service animal is onboard.

17. Request for Assistance:

All requests for emergency assistance must be made through dispatch. A driver may request the assistance of law enforcement or just the assistance of a supervisor. Drivers must use the correct 10 codes when these requests are made.

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18. Reporting Disturbance and Altercations:

Report all disturbances and or altercations to dispatch as soon as it is safe to do so. Always wait for the supervisor's arrival. Avoid all confrontation even if it means getting off the bus. Safety first. Incident report must be submitted before signing off for the day.

19. Fares:

Never insist on payment of fares, just quote the fare. DO NOT create a situation that can jeopardize your or the passenger's safety.

20. Unnecessary Service Delays:

Drivers must never stop to purchase food or beverages or to conduct personal business at any time; this includes deadheading to and from the TC yard to the start or end of service while operating any vehicle. Stopping along the route to use the restroom in an emergency is permissible. If said stop is at a business that sells food or beverages, Operators are not permitted to make purchases. In the event the restroom is in a mall or casino, the same rules apply, shopping and gambling are restricted.

The only exception to the above is when an Operator is on their meal break and has been authorized to use a TC vehicle during their meal period.

Always contact dispatch when there is a need to stop. Dispatch will need your name, route #, bus # and location. Once back in service you will again need to contact dispatch informing them you are back in service. Passengers can never be left in your vehicle unattended. Also instruct the passengers to disembark.

21. Treatment of Passengers:

Good passenger relations are essential for our success. Drivers are required to treat all passengers in a courteous and respectful, and professional manner at all times. When dealing with your passengers, be conscious of your actions and words used, but as importantly your tone. Don't be offensive and sarcastic. Remember, you not only represent TC, but the Agency/ Client as well.

22. Tampering with Fare box:

Drivers are strictly prohibited from tampering with the fare box. Drivers are not permitted to use any non approved tool to clear the fare box. Any attempt to adjust or tamper with the position or normal operation of any of Company property, including the fare box is strictly prohibited. Employees who engage in theft of, or willful misuse of Company property will be subject to discipline up to and including immediate termination and where appropriate and criminal prosecution.

23. Securing Fare Media:

Drivers are responsible for all fare media that is issued to them as well as any that is collected during their assignments. Fare media must never be left on the bus when the vehicle is unattended. When drivers are on the bus, the fare media should be stored out of sight at all times. All fare media must be turned in at the end of your schedule. IAT cards must be documented on the driver's trip sheet reflecting how many were received, sold and returned to dispatch.

24. Radio Conduct:

Vehicles that are equipped with two-way radio systems fall under the direction and is regulated by the FCC (Federal Communications Commission). The following is prohibited over the radio:

- Use of obscene, unnecessary comments, slang terms and profanity
- Unauthorized use of messages
- Excessive, false or deceptive signals or communications
- Unauthorized call signs
- Tampering

Violation of this section will result in Disciplinary action up to and including termination.

TRANSPORTATION CONCEPTS OPERATIONS POLICY AND PROCEDURES

25. Smoking Policy:

Transportation Concepts (TC) is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. It is the policy of TC to prohibit smoking on all Company premises and in all Company vehicles in order to provide and maintain a safe and healthy work environment for all employees. In conjunction with state and local law, employees are free to smoke in designated areas outside the buildings and vehicles during non-working hours (i.e. before work, during breaks and after work).

In fairness to all employees, individuals who smoke are expected to comply with existing Company policy regarding break time. Smokers will not be singled out or monitored in any way that results in treatment different from that applied to other employees.

Employees violating Company rules on breaks or smoking will be subject to disciplinary action up to and including termination.

TC operates in accordance with California Code Reg. Title 22, sec 12000 (b), which states that tobacco smoke is a chemical known to the state to cause cancer. Also, TC follows all the city, county and state policies and regulations in monitoring smoking in public places. Any employee who violates Company/locations smoking policies will be subject to disciplinary action. Ref: Employee Handbook January 2024.

Administering the Policy

- The no smoking policy applies to all employees and outside business guests who may be visiting the building
- This policy covers the smoking of any tobacco product and the use of smokeless (or spit) tobacco
- Smoking is not allowed within the building at any time
- Smoking is not permitted in any company vehicles, either owned or operated by Transportation Concepts
- It is the responsibility of each employee to ensure that his/her visitor(s) comply with all provisions of this policy
- Smoking is permitted on the grounds provided that it occurs beyond 25 feet of any building entrance or open window
- Employees who choose to smoke within the permitted areas must do so on their regularly scheduled breaks or meal periods
- All materials used for smoking, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers as provided
- No additional time off work shall be authorized for employees that smoke
- Each employee is expected to abide by the terms of the Smoke-Free Workplace Policy

Employees are required to sign an acknowledgement that they have read and understand the smoke-free workplace policy. A copy of the signed acknowledgement will be placed in the employee's personnel file.

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26. Speed:

Drivers will not drive any TC or agency vehicle at a speed that exceeds the posted speed limit, or a safe speed for the conditions. Speed adjustments should be made only when directed to do so by a posted speed limit sign. Adjustments should be made for inclement weather, traffic conditions, visibility, surface of the roadway and the size of the vehicle.

27. Destination Signs:

Drivers must display the proper destination sign number, destination route sign at all times. When not in service on pull out and pull in, or off route trip the driver must display a "Not in Service" destination.

28. Use of Lights:

Regardless of time of day, i.e. sunrise, sunset or darkness, the interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely. Remember, passenger safety starts with a good vehicle safety inspection which includes interior lighting. If you find safety critical systems are not in working order they must be reported to Dispatch and Maintenance.

29. Tires:

Except when curbing wheels for proper securement, ensure that the tires of any vehicle do not contact the curb or any object that could damage them. If the tires are damaged, note the damage on the DVIR.

30. Door Operation:

Do Not open the doors at any time while the bus is in motion. The bus must come to a complete stop before the doors are opened and be completely closed before the bus is in motion.

Violation of this section will result in disciplinary action up to and including termination.

31. Vehicle Check at Layover:

Upon arrival at a layover, drivers are required to check their bus for the following:

- Sleeping or intoxicated passengers
- Lost articles
- Debris
- Hazardous Substances
- Damage
- Low tires
- Lights

32. Calling Stops:

Drivers are required by ADA regulations to announce in a clear, distinct voice all transfer points, major intersections, and destination points, points of interest and any stop or location upon request. In addition, make announcements at sufficient intervals along the route to familiarize vision impaired passengers to their locations.

Violation of this section will result in disciplinary action up to and including termination.

33. Passenger Stop Request Sign:

The stop request sign must be on at all times.

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34. Driver / Passenger Conversations:

Avoid all unnecessary conversations while the bus is in motion. Questions should be answered briefly and politely, without diverting attention to the road. Treat all questions and answers as if it is the first time you have heard it, regardless how many times you have heard the questions before. Schedules should be provided to the passenger to help minimize inquiries.

35. Ejection:

It is illegal and prohibited for any Driver to place their hands upon a passenger without that passenger's permission. Passengers behaving in an offensive manner should be requested to stop the offending conduct. If it becomes necessary to request the offending party to alight the bus, always notify dispatch and have a supervisor meet you on route. When alighting the passenger, the bus should be pulled over to a safe location. Small children or people who appear to be in a vulnerable position must never be ejected. A full report must be handed in at the end of the driver's schedule. Courtesy cards should be handed out to passengers when situations like this occur.

36. Badges:

The employee identification badge is part of your uniform and must be worn at all times. After receiving your badge it's your responsibility to keep hold of and protect it.

If you have legitimately lost your employee identification badge there is a \$20 replacement fee. Any Driver who knowingly allows someone else to use their employee badge will be terminated.

37. Time Keeping:

It is recommended that all operators keep a record of their working hours. Each work run has a sign-on and sign-off time. An employee may sign on early does not entitle you to overtime. Employees are required to sign their name next to their sign in time and again when they sign out. This is to be done at the scheduled time, not before and not after.

Any overtime occurring at the end of your shift must be approved by the on-duty controller. If you can't justify the reason, you're completing your shift late the on duty Controller is not authorized to sign-off on the overtime.

38. Assisting the Elderly:

As a person ages, physical changes begin to appear.

- **Vision** – This is affected in many ways; the eyes ability to distinguish between colors is impaired. Bright and contrasting colors should be used to assist elderly persons. The white or yellow stripes on stairwells and aisles help distinguish between steps and the width of the aisles. Eyes can become very sensitive to bright sunlight. The eye becomes more susceptible to cataracts, which causes vision to be cloudy and blurred. Blurred vision can also affect the elderly person's ability to judge distance. To further aid the elderly, **bus operators are required to call stops, transfer points and time points.**
- **Hearing** - The range of hearing, especially in the areas of very high or low-pitched sounds is normally limited by age. It is important, therefore, not to shout at an elderly person since this normally does little good and may cause them to become upset or confused. If the elderly person seems unable to hear you, speak a little louder and slower, and even try in a lower voice.
- **Physical** – Many elderly persons experience difficulty in boarding the bus. They may have physical conditions and injuries that limit their mobility. Park the bus close to the curb at the stop, and make sure that the doorway openings are positioned properly. Point out obstacles or hazards, which they may encounter and offer to assist them as they board or alight from the bus.

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- **Priority Seating** - The first two front rows are allocated to priority seating for the elderly. Upon request, a bus operator can ask passengers in these seats to move in order to accommodate elderly passengers.

The **ADA (Americans With Disabilities Act)** does not require elderly persons to use priority-seating areas on the bus.

A few pointers that may help you as a bus operator to assist with the elderly.

- Announce the bus and route number to elderly passengers standing outside the bus. This can be done using the PA system.
- Announce stops, transfer points and time points.
- Speak clearly and more slowly.
- Park closer to the curb.
- Kneel the bus.
- Keep priority seating open.

Passengers seated in designated areas are not compelled to move, as the elderly are not required to use designated seating. However, from a customer service standpoint you should try to encourage this.

39. E-Mail, Voicemail, and Computer Network System Policy:

Employee privacy rights do not extend to work-related conduct or the use of company-owned equipment or supplies. You should be aware of the following policies:

- **Our Right to Access Information**
Although employees have individual access codes to e-mail, voicemail, and computer network systems, these systems are accessible at all times by Parking Concepts, Inc. and may be subject to periodic unannounced inspections by us. All system access codes must be available to the Company, and employees may not use access codes that are not known to the Company.
- **Systems Use Restricted to Company Business**
Employees are expected to use e-mail, voicemail, and computer network systems for Company business only and not for personal purposes. Personal purposes include, but are not limited to, soliciting or obtaining opinions for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. In this regard, the Company reserves the right to retrieve and read any messages composed, sent or received. Please note that even when a message is deleted by the user or recipient, it may be possible to re-create the message; therefore, complete privacy of messages cannot be guaranteed to anyone, and communications should be limited to business purposes.
- **Forbidden Conduct**
Employees are prohibited from using PCI/ TC information systems in any way that may be disruptive or offensive to others including, but not limited to, the transmission, receipt or viewing of sexually explicit messages, cartoons, images, sounds, ethnic or racial slurs, or anything else that may be construed as unlawful harassment or disparagement of others.
- **Password Security and Integrity**
Employees are prohibited from the unauthorized use of other employees' access codes to gain access to their e-mail and voicemail messages. Personal or other inappropriate use of information systems will result in disciplinary action up to and including immediate dismissal.

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40. Lost and Found:

Any item found on a bus must be properly documented and secured by the following process.

- **Initial Find**
Drivers are to call in stating when and where the item was found
Dispatchers are to log the call
- **Returning to the Yard**
The driver is to turn the item over to the dispatcher on duty
The dispatcher is to tag the item.
The dispatcher is to log the item in the lost and found logbook
- **Securing the item**
All lost and found items are to immediately be secured in the combination safe
Any bulk items that cannot fit in the safe should be secured in the manager's office
- **Returning Items**
Passengers must produce I.D when claiming items at our facility

41. In Service Check:

All drivers are to contact dispatch when going into service. This is to be done when first starting service and anytime you are starting after relieving another driver, or after a lunch break.

The correct procedure after confirming contact is to state your route and then "10-8" and your location. For example: Dispatch: "go ahead", 102-1, 10-8 at the Pier". An example for lunch relief drivers is as follows: Dispatch "go ahead", Operator: 10-7, 10-8 at LAX".

Again, this only needs to be done on the first trip when you take over your bus, not on every trip of your route.

42. Bus Stops:

At bus stops that service more than one bus at a time, please remember to stop at the end of the stop, not in the middle.

Additionally, if safe to do so, if another bus pulls in behind you, pull forward to allow the other bus to safely enter the stop. Always ensure you stop at the service stop when another vehicle bus is already at the stop.

43. Reporting Incidents:

Anytime an incident or anything out of the ordinary occurs, no matter how minor it may seem at the time, you MUST report this to dispatch and or a supervisor immediately by radio or cell phone. Once you have completed your shift you are then to ensure an incident report is made out and issued to your supervisor or manager before you sign off for the day.

Every incident that occurs in a vehicle has the potential of escalating into liability for and cost to the company, but most importantly it can jeopardize your job.

The following are examples of the more common types of incidents but does not include every type of incident that may occur.

- Passenger failing to pay for his/her fare.
- Passenger arguing with another passenger, or yourself.
- Passenger disturbing other passengers.
- Passengers not having the correct or expired transfers or cards.

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- Accidents.
- Passenger injuries.
- Passenger falling when de-boarding the bus.
- Road hazards.
- Passenger conflict.

44. Rewritten Trip Sheets:

When drivers rewrite their trip sheets the following procedure must be followed.

- When a trip sheet is rewritten, only (2) copies must be submitted (Original trip sheet & rewritten trip sheet).
- Specific comments providing explanation of rewrite must be placed on the comment section of rewritten trip sheet
- Original trip sheet and rewritten trip sheet must be stapled together

45. Talking to the Media:

It is TC policy that drivers or any employee ARE NOT PERMITTED to speak to the media at any time for any reason. This is a very sensitive issue and could cause heavy liability issues for both the agency and TC. If you are approached by someone from the media for a comment on anything, you are to redirect them to TC Management.

As an employee of Transportation Concepts, you are also an ambassador and representative for the Agency/ Client. Anything you say or do, while in uniform, on the clock or on the bus reflect on both TC and the Agency and Client. As a driver, you are always in the spotlight, especially when there is an accident, incident or even changes to the service, and people from the media are always trying to get information from you as you are first line of the source.

Violation of this section will result in disciplinary action up to and including termination.

46. Uniform Policy:

Image is an important factor when it comes to professionalism. TC prides itself on its image and And this is why we issue uniforms. It is up to each of you to ensure your uniforms are clean and that you are in complete and proper uniform during all assigned shifts, this includes fueling. Failing to be in complete and clean uniform will result in the employee being sent home.

Watches form part of a requirement for this job, and it is your responsibility to have a good working watch with you at all times during your shifts. The correct time of day must be maintained at all times while on duty. Watch malfunctions are not an excuse for running off schedule.

The following is the required TC uniform:

- TC issued Shirts – (ONLY WHITE T-SHIRTS ARE ALLOWED UNDER THE SHIRT)
- TC issued Pants
- Black Shoes
- Dark Socks
- TC issued Jacket
- TC issued Caps (or plain blue, no lettering)
- I.D. Badges (When issued)

47. Credentials:

Renewal of your proper credentials is your responsibility!

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Your credentials consist of your Driver License, VTT Card and your Medical Examiners Certificate. The company is NOT responsible for reminding you when your credentials are going to expire. It is your responsibility to keep all your credentials current and not wait until the last minute to renew them. In regard to your VTT Card it is your responsibility to make sure that you have enough in-class training hours to renew your VTT.

If the re-newel of your credentials should interfere with the company's day-to-day operations due to neglect on your behalf, you will receive a written warning and be suspended without pay until your credentials are updated.

48. Passengers Riding with Luggage:

Luggage must be positioned in front of or on passengers while the bus is in motion. The luggage must not occupy additional seating or the seating or leg space of another passenger. If the luggage does not meet these criteria, then we cannot place luggage on the bus. As a result, we cannot transport customers.

49. Wheelchair and Mobility Device Policy:

BCT requires all wheelchairs and mobility devices to be secured by a 4-point system. Passengers failing to adhere to this rule will not be permitted to ride.

Loading:

- Location: ensure that the vehicle is on the correct side of the street
- The vehicle should be on firm, level ground
- Lift should come to rest on concrete or pavement
- Always avoid soft, wet, or slippery surfaces
- Before contact is made with passenger security belt must be put on

Vehicle:

- Leave engine on
- Turn fast idle on (If applicable)
- Turn the lift switch on (If applicable)
- Engage parking brake
- Make sure wheelchair is clear of lift deployment

Authorization:

- Only **TC** personnel, who have been properly trained in wheelchair procedures, may perform these functions.

Deployment:

- Deploy lift to flat, solid ground
- Pull the wheelchair onto the lift platform, passenger facing away from vehicle
- Secure brakes on the wheelchair
- Disconnect an electric wheelchair's power supply, if the passenger is not able to fully control the chair
- Fasten and tighten lift belt if equipped with one
- Stand behind the passenger if space permits and notify the passenger that you are about to move the lift

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- Ride up on the lift platform, if you can safely do so, holding the wheelchair with one hand
- Make sure that the safety lift flap locks into an upright position as the platform clears the ground
- When the lift reaches the top of its cycle, release wheelchair brakes and pull the chair backwards into the vehicle
- Maneuver chair to securement position, DO NOT LIFT the wheelchair

Securement:

- 4-point tie-down system is to be used
- Under no circumstances should there be less than 4 straps used
- All wheelchairs and mobility aids should always be secured in a forward-facing position
- All electric wheelchairs must have power turned off while secured
- Encourage passengers in scooters to transfer to a seat

Equipment:

- 4-tie down straps, 2 front, 2 back
- One lap-belt set
- One shoulder harness set
- If the shoulder harness cannot be secured, then a lap belt will suffice, however, these should be rare occasions

Connect:

- Apply brakes to the mobility aid
- Connect front tie down straps to a T-connector of the wheelchair frame, on the front half of the wheelchair
- Connect back, ratchet tie down straps to a T-connector on the back half of the wheelchair
- Never connect straps to wheels, footrests, armrests, or any detachable or moveable part of the wheelchair
- A tightened tie-down strap must be straight, not twisted
- Unoccupied wheelchairs must be tied down

Recheck:

- Recheck all straps, test by pulling from the back of the wheelchair to see if it moves

Unloading:

- The unloading area should always be on level ground
- The vehicle engine should be on, parking brake on, lift switch on, fast idle on-if applicable
- Release all tie downs and store them in proper container
- Activate lift
- Verify that the safety belt is secured
- Maneuver wheelchair onto lift, setting brakes

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- Inform the passenger that you are going to activate lift to downward position Lower to the ground by standing on the lift behind the passenger and holding onto the wheelchair with one hand
- If the wheelchair is too large to allow you to ride on the lift platform, stand on the ground and to the side of the lift while raising and lowering. Maneuver the wheelchair onto and off the lift platform while standing on the ground in front of the lift. Once the wheelchair is aboard the vehicle, secure it, then proceed to secure the lift closing all doors
- Once the lift reaches the ground, ensure the end gate is down, unlock wheels, unfasten lift strap, then push wheelchair off of the lift platform
- Secure the area by stowing the lift and closing doors, never leave the lift out and unattended

General guidelines:

- Never leave the keys in the vehicle when assisting passengers to a destination
- Safety belt to remain on the passenger until they are at their destination
- Never leave passenger unattended on the lift
- Store tie downs in proper container
- Always maintain physical contact with the wheelchair
- Explain each element of the procedure to the passenger
- Always lock brakes on the wheelchair
- Shut off power to electric wheelchairs when on the lift platform and in the vehicle
- Make all wheelchair movements as smoothly as possible
- **DO NOT** leave the vehicle running in front residences, or facilities. When not in use always turn the engine off
- Do not use the manual operation capability of the lift to load a passenger. This function is intended to unload passengers when the lift cannot be operated electrically. No standees permitted during manual operation

Ergonomics:

- When physical strength is required, always use leg and hip strength, not back strength
- When securing tie-downs, kneel and keep your back straight
- Do not move a wheelchair over multiple steps
- Pull a wheelchair downhill and push moving uphill
- If at any time circumstances prevent you from following these procedures contact dispatch

50. Your Responsibility as an Operator:

- Drivers shall carry out a complete walk around inspection of the vehicle prior to the departure of the first run of each day to satisfy DOT requirements and company regulations.
- Drivers shall instruct passengers on loading and unloading procedures, safety rules and rules of conduct when needed.
- Drivers shall always be in their vehicle when loading and unloading passengers, with the exception of loading and unloading wheelchair passengers.

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- Drivers shall not allow passengers to sit or stand in the driver's compartment, shall enforce strict discipline on the vehicle and shall enforce all rules of conduct of the company as outlined by the company policy. This makes allowances for the Standee Policy.
- Standees: No standees allowed beyond the "standee line", and as long as you have full view of all your mirrors. The dispatcher must be notified when you have a full bus.
- Drivers shall not leave the vehicle while passengers are on board. In case of an emergency set the emergency brake and turn off the engine and remove the key.
- Drivers shall unload or load passengers only at the designated time and place. If there are any changes to the route the drivers will be notified by the Dispatcher /Supervisor or General Manager.
- Drivers shall keep the service doors closed at all times when the vehicle is in motion.
- Drivers shall not back up a vehicle unsupervised except in an approved area or in an emergency.
- Drivers shall report any mechanical problems in writing on the DVIR forms to the Supervisor.
- Drivers shall use radios strictly for company business and conduct all conversations in a professional manner. Drivers, in the event of a mechanical breakdown, you are to immediately notify the Dispatcher of your location and the nature of the problem by using the correct radio codes.
- **Drivers shall report any incident to the Dispatcher immediately. The driver should not continue in route unless authorized to do so by the Dispatcher.**

51. **Pre and Post Trip Inspections:**

Pre and Post Trip Inspections are Mandatory parts of your daily functions. Pre-Trips and the completion of your DBR's must be done before the bus rolls out of the yard. Drivers are to be present on their buses during the time of Pre-Trip. Supervisors will monitor this daily. AM DRIVERS. The PM drivers are to complete their Post Trip Inspections when they return to the yard.

52. **Drivers Trip Sheets:**

The drivers logs forms part of your daily function. Your paperwork is to be completed in full, this includes bus details, route times and all ridership details. Most importantly is that you complete all ridership details, especially on the last run. If you do not pick up any passengers, you must fill in the spaces with a zero. Please ensure that all your transfer information is filled in accurately and your start and end transfers and any unused punched transfers are stapled to your paperwork. This includes the last run, if you do not have any passengers, fill in "0" in the space provided. Your start and end times must be filled in on every trip, this is the actual time you leave and arrive not the time as per the schedule. Do not only write the start time and leave the end time blank. Please refrain from circling and artwork on the logs, this is an official document which is audited by TC and Agency/ Client.

53. **DVIR:**

DVIR's may only be completed during the physical inspection. You cannot do your inspection and then complete the DVIR in the office. Drivers who do not adhere to the above will have to re-do their pre-trip the correct way.

For your own safety, the following procedure must be adhered to correctly:

1. The first driver assigned to a vehicle fills out the DVIR in triplicate.
2. The DVIR is to be completed in full reflecting the following items;
 - Vehicle #
 - Date
 - Drivers Name
 - Start miles**At the end of your shift, complete the End miles and End time**

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- Start time
 - Check off each item one by one. For defects mark an "X" next to the item
 - Any comments related to the defects found. No personal comments must be made
 - Drivers to sign the DVIR (middle of the page)
 - Supervisor / Dispatchers signature (right top corner)
3. Supervisor/ Dispatcher must sign off DVIR initialing the top right-hand corner of the DVIR, ensuring all safety related items are checked off before the bus departs from the location.
 4. The signed YELLOW copy must be handed to the supervisor / dispatcher before leaving the location. The PINK and WHITE copies are kept on the bus for the duration of the day while the bus is in service.
 5. The 2nd and 3rd drivers are to use the same DVIR as the first, this time completing the drivers #2 or 3 box.
 - Name
 - Start miles
 - Start time
 - Check off each item one by one. For defects mark an "X" next to the item. (for the drivers taking over in route, do the work around and check brakes).
 - End time } **At the end of your shift**
 - End Miles }
 6. At the end of the day after the Post Trip Inspection is completed, the PINK copy is to be left in the vehicle for the next morning driver to review and the WHITE copy is to be turned into the supervisor/ dispatch.

(This will allow the morning driver the opportunity to see what defects the previous driver wrote up).
 7. Whenever a repair is done, the mechanic will check and sign off on the defect which was reported on the WHITE copy of the DVIR and file this with the repair order in the vehicle file. The mechanic must also check off the repaired items on the PINK copy on the bus.

54. Sick Passengers:

If a passenger is sick on the bus, the driver must pull over immediately in a safe place, and call into dispatch informing them of this. Check with the passengers if they require medical assistance. If assistance is required, advise dispatch, who will call 911.

Immediately dump the kitty litter over the spilled body fluid and instruct the passenger/s to move to another seat. Do not inhale while dropping the kitty litter and do not touch any of the body fluid.

Then continue route until a replacement bus meets you to do a bus exchange. The bus is returned to the location and tagged for utility personnel or mechanic to clean up.

The bus cannot go back into service until the body fluid is cleaned up correctly.

Requirement: All drivers are to ensure they have at least one bag of Kitty litter on their bus when doing their pre-trip inspection.

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55. Passing-Up Bus Stops:

Skipping stops is prohibited. Only buses full to capacity and approval from dispatch can pass a stop.

56. Pedestrians:

You must always yield the right of way to pedestrians crossing the street regardless of whether they are at a marked crosswalk or not. Pedestrians may stop/ change direction back into the path of the bus. Always use caution, until they are well clear of the bus.

Watch for pedestrians emerging between or around large vehicles.

57. Recovery Time:

Recovery time is the time between the scheduled arrival of one trip and the scheduled start of the next trip. This time is to allow for recovery of lost time and provide appropriate headway spacing. This is not break time, or personal time, but may be used as such if there is waiting time before the next scheduled departure. You should return to the bus with enough time to board passengers.

Note: Never leave an unattended bus with passengers on board, and always advise dispatch that you will be away from the bus.

58. In Service Driver Relief:

Drivers are never to wait at the relief point if the relief driver is running late. Continue in service but advise dispatch. The relief driver will be required to meet you on route.

59. Extra Board:

An Extra Board (EB) position is selected by bid. This position requires the driver to be qualified to drive all Fixed route and DAR routes. This position fills in for drivers when they are sick, on vacation, or an open bid. The driver should be flexible with their hours, as the hours can change depending on the requirement on the day.

60. Railroad Crossing:

Remember anytime can be train time, whenever you approach a railroad crossing
LOOK, LISTEN, LIVE.

- 1) Slow down upon approach.
- 2) Activate your 4-way flashers at least 100 feet from the railroad crossing.
- 3) Come to a complete stop no less than 15 feet, no more than 50 feet from the crossing marker (stop sign, black and white X shaped crossbuck etc. If you are unable to get a clear view in either direction after the initial stop has been made, you may move up to a point (NOT THE TRACK) where you may determine that no train is approaching.
- 4) Pull the bus to the right side of the lane.
- 5) Listen and look in both directions for approaching trains. Open the front door of the bus to improve your ability to see and hear an approaching train. Look for a second train.
- 6) Stop and wait for approximately 30 seconds.
- 7) Proceed only if the track is clear, the arms are up, and signals are off. Make sure there is no traffic ahead which might prevent you from completely crossing the tracks.
- 8) When it is clear, close the door and cross only when all tracks are clear.

RAILROAD XING PROCEDURES SPECIFIC TO THE XING ON SEPULVEDA BLVD AFTER LEAVING PLAZA EL SEGUNDO.

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- 9) When traveling West on Park Place Drive to Sepulveda, you must be in the outer turning lane.
- 10) Put on your 4-way flashers immediately as you start to make the turn, this will warn vehicles behind you, you are preparing to stop.
- 11) Pull from the intersection, slowly, do not speed up.
- 12) Come to a complete stop in this same lane; do not merge to the curb lane, or inner turning lane.
- 13) Follow the same rules as points 3 through 8.
- 14) Upon pulling from the railroad crossing, merge one lane to the left, to make the left turn onto Rosecrans. Remember to stay in the outer turning lane, as your first service stop is just after you make the left-hand turn.

61. Rules of the Bus:

- 1) Fixed Routes:
 - a) Operators should not allow any passengers to stand behind the yellow standee line.
 - b) Operators are to ensure that customers have moved as far to the rear as possible and are not seated on the floor.
 - c) Operators should not allow any person to occupy a position that will interfere with your vision to the front or sides, or in the outside rear-view mirrors (i.e., they must stand behind the yellow line).
 - d) Children 6 and under must be accompanied. If a child attempts to board and there is no adult escort, board the child and notify Dispatch immediately for instructions.
 - e) When necessary, Operators should request priority seating for the elderly or disabled passengers.
 - f) Wheelchairs must be secured with a four-point tie down, and request the passenger uses the shoulder and lap belt.

- 2) Dial-A-Ride (DAR):
 - a) DAR operators are expected to make sure that they are standing outside the vehicle at the passenger door to assist passengers boarding and exiting from the vehicle. If the passenger refuses assistance, you are still required to stand by the door.
 - b) Always tell the passengers to watch the step and hold on to the handrails.
 - c) Ensure the passenger is seated and secured preferably with seatbelts before putting the vehicle in motion.
 - d) A vehicle should not be put in motion until the doors are closed. The doors should not be opened until the vehicle is at a complete stop.
 - e) Warn passengers to wait until the vehicle comes to a complete stop before attempting to stand.
 - f) During darkness and whenever otherwise deemed necessary, you should ensure that the interior lighting is sufficient for customers to enter and exit safely. This is to be done by leaving the adequate number of interior lights on while in transport.
 - g) Wheelchairs must be secured with a four-point tie down, and request the passenger uses the shoulder and lap belt.

62. Fueling Buses:

All buses are to be fueled by the drivers when the fuel levels get too low. Fueling should be done at least once per shift. The times for fueling can be advised through dispatch and can be found on driver's paddles. This includes all DAR (WAVE) drivers.

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It is imperative that buses are maxed out when fueling, filling the tank all the way, between 3600PSI and 4000PSI. Partial fueling is only allowed when authorized by dispatch or supervisors. Drivers are required to advise dispatch prior to going to fuel.

No passengers are allowed on the vehicle when fueling.

63. Bus Stop Maintenance

To maintain our bus stops, TC will assign our operators the responsibility of reporting any bus stop concerns daily to our dispatch center. Furthermore, TC will assign our Road Supervisors the responsibility of conducting bus stop inspections each month to ensure they are up to specifications. We will also continue to utilize the form we developed to report these concerns (see below).

Bus Stop Bench and Sign Cleaning						
Date: _____		Name: _____			Start time: _____	
		Name: _____			End Time: _____	
Stop Sequence	At Stop Panel #	Route Sign	BCT LINE 109 NB	City	Stop Location	Check Mark if Cleaned
STOP NAME						
1	101	109	Palos Verdes Blvd / Via Valencia	RB	Near	
2	102	109	Catalina Ave. / Elena Ave.	RB	Near	
3	103	109	Catalina Ave. / Avenue I	RB	Near	
4	-	109	Catalina Ave. / Avenue F	RB	Near	
5	-	109	Catalina Ave. / Avenue C	RB	Near	
6	-	109	Catalina Ave. / Knob Hill Ave.	RB	Near	
7	-	109	Catalina Ave. / Topaz St.	RB	Near	
8		109	Catalina Ave. / Sapphire St.	RB	Near	

During our monthly bus stop inspections, our Road Supervisors shall review and report on the following matters:

- Report damaged or missing bus stop signs, benches, and trash receptacles to the City of Redondo Beach and neighboring Cities.
- Reporting missing, damaged, or weathered bus stop ID numbers to the city for replacement.
- Report any graffiti on bus stop signs, benches, and trash receptacles to:
 - City of Redondo Beach for transparency reasons only
 - Local police graffiti department
 - TC utility team, so they can plan for graffiti removal.
- Review the overall bus stop and surrounding area for cleanliness, infrastructure, or safety concerns.

Cleaning Process:

- Maintenance personnel drive out to the scene in a vehicle equipped with a pressure washer, graffiti remover, and hazmat cleaning materials.
- Remove all the trash, and empty trash receptacles.
- Wipe down and remove graffiti from the bench and or sign.
- Hose down the above areas.
- Wipe down and dry the bench.

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64. Service Animals:

Service or guide animals necessary for travel by passengers with disabilities are allowed on all vehicles. As a reminder, please educate all drivers that when picking up a customer with a service animal, the following question can only be asked:

Is this your service animal?

If the passenger replies, "yes", the passenger is allowed to board vehicle with service animal. No other inquiries are necessary.

All animals must be in the possession or care of the passenger and must not interfere with, disrupt or disturb service on the vehicle. Please also share the following information with all staff in regard to small pets and non-service animals:

1. Small animals such as birds and cats must be secured in a commercially made pet carrier or cage that can be safely placed on the passenger's lap and does not require a separate seat
2. Glass, breakable or homemade carriers are not permitted
3. The animal must be completely enclosed within the pet carrier or cage at all times.
4. The pet carrier or cage must completely prevent the animal from escaping or physically contacting another passenger.
5. The pet carrier or cage must be constructed so that no bedding material or pet waste can exit

65. Reasonable Modification:

In accordance with 49 CFR Part 37, Section 37.5 Nondiscrimination, the City of Redondo Beach, in operation of Beach Cities Transit fixed route services and the WAVE Dial-A-Ride, shall make reasonable modifications in policies, practices, or procedures when the modification are necessary to avoid discrimination on the basis of disability or to provide program accessibility to these services, subject to the following limitations:

1. Granting the request would fundamentally alter the nature of the City's service programs, or activities.
2. Granting the request would create a direct threat to the health or safety of others.
3. Without the requested modification, the individual with a disability is able to fully use the City's services, programs, or activities for their intended purposes.

66. Wheelchair Boarding's:

Drivers are required to call into dispatch whenever you pick up and drop off wheelchair passengers. This information is to be called in at the time of the pickup and drop off, and not after the bus has left the stop.

Below is the information that must be relayed over to dispatch:

1. Time of pick up
2. Location of pick up
3. Time of drop off
4. Location of drop-off

Discipline:

Violations of Transportation Concepts rules and policies may subject Drivers to Disciplinary Actions up to and including termination. See Employee Handbook for further clarification.

D. Project Management, Qualifications, and References

Key Personnel Assigned to Beach Cities Transit

Brett Baum, Project Manager



Although Transportation Concepts offers extensive corporate support, our experience in contract operations is that the overall quality of service is only as good as the local team and its leader. To this end, TC proposes Mr. Brett Baum, an experienced and professional Manager with over 25 years of transit management, 14 of which have been dedicated to the City of Redondo Beach, to continue as the leader of the BCT project team. He will have direct responsibility for this contract and serve as the direct liaison with the City of Redondo Beach staff as well as the service ambassador for BCT services on behalf of the City.

Brett Baum, as Project Manager, is the leader who works as an extension of the City of Redondo Beach Transit Manager to deliver the best possible service to the community and ensure all the goals and objectives are met. Through effective management and team work the Project Manager operates the service hours within the City budget and ensures compliance with all regulatory standards. Utilizing the collective information from the TC team, the Project Manager provides a clear view of the current operation and articulates the projected forecast of the BCT to the City of Redondo Beach's Transit Manager. The Project Manager is responsible for all aspects of the operation including assisting the City with NTD reporting, coordination with system planning, updating the Public Transportation Agency Safety Plan, marketing efforts, representation with the BCT Transit Manager with other City officials and oversight of all transit related projects and issues.



On-site support positions available to Brett will continue to include maintenance, safety/training, operations supervision, and dispatch/ clerical. The corporate staff will thoroughly support the local team as described further in this proposal. This local team has continued to strengthen over the last 15 years as we have been driven to exceed the City of Redondo Beach's expectations. We are committed to continuing our quest over the next 10 years to consistently exceed your expectations and strive for a world-class operation. Mr. Baum's resume is included at the end of this Section.

Christopher Lamp, Operations Manager



We are pleased to propose Christopher Lamp as the Operations Manager for the Beach Cities Transit Service and will **dedicate 100% of his time to BCT**. Mr. Lamp has over 16 years of experience in the public transit industry, with 5 of those years as a part of the BCT management team. In addition, Christopher has 5 previous years of experience working as a contract services supervisor with Los Angeles METRO. This has enhanced his ability to understand both sides of the client/contractor relationship and has served

him well in exceeding the expectations of our clients as well as the community. He is committed to continuing to use that experience as a foundation to work in partnership with Brett Baum and the City of Redondo Beach to ensure our team continues to meet or exceed all performance expectations. Christopher would be responsible for working with our dedicated site staff to magnify the Beach Cities Transit service to consistently exceed expectations. He will verify that all reports are produced to ensure contractual compliance, he will perform daily monitoring of service performance against set goals and key performance targets to ensure expectations are continually achieved and along with Brett will provide ongoing support to all team members assigned to the Transit operation. Christopher's resume is included at the end of this section.

Jonathan Norman, Maintenance Manager



Jonathan has over 16 years of maintenance experience and will provide on-going support to the BCT maintenance program, as well as the City of Redondo Beach, and will **dedicate at least 50% of his time to BCT**. Jonathan has firsthand experience with similar fleets and clearly understands California regulations related to maintaining both CNG and ZEB fleets. Jonathan was instrumental in the transition of a fleet of New Flyer CNG full size buses to a 100 percent Proterra ZEB fleet back in 2022 at Ontario International Airport. He has been actively overseeing electric bus fleets throughout the Southern California Region and is a ZEB Certified Technician. He is well versed in diagnostics related to preventive maintenance and vehicle repair. He has direct experience scheduling maintenance in both a manual and automated environment. In addition, he has a proven history of shop management, employee scheduling, inventory control, and warranty procedures. He will be instrumental in providing support to Roger De Jesus, our dedicated maintenance supervisor, and the local operations team, as well as our other regional support team members throughout the term of our contract. Jonathan's resume can be found at the end of the section.

George Heere, Safety and Training Manager



George has over 16 years of safety/training experience in the public transportation industry. George will provide the BCT team with direct oversight of the training and safety program at the Redondo Beach operation to ensure they are actively followed and will **dedicate at least 50% of his time to BCT**. He will provide ongoing training for all vehicle operators as well as support the BCT team in all aspects of our recruiting, hiring, and training activities. George will conduct regular safety meetings and audits to ensure that the BCT operation is meeting and exceeding all required contractual, regulatory, and company standards. George's resume can be found at the end of this section.

Roger De Jesus, Maintenance Supervisor



Mr. De Jesus has 20 years of fleet maintenance experience. He has hands on experience diagnosing and repairing alternative fueled fleets. He clearly understands the requirements associated with preventive maintenance, repair, and regulatory compliance of the designated BCT fleet. Mr. De Jesus will be 100% dedicated to the Beach Cities Transit operation. He will continue to provide management oversight of the maintenance efforts of the Beach Cities Transit and provide regular maintenance quality assurance reviews relative to contractual and regulatory compliance. He will coordinate with Brett Baum and will report to and be supported by Jonathan Norman, our Maintenance Manager, to ensure that all maintenance work is being conducted in accordance with Regulatory, Company and City Standards. Mr. De Jesus' resume and references are included at the end of this section.

Victor Garciduenas, ZEB Mechanic



Victor has 4 years of fleet maintenance experience, with the last 2 years as a certified ZEB mechanic. He has hands on experience diagnosing and repairing alternative fueled fleets as well as Zero Emission Buses. He has completed the ZEB certification program through BYD and EMC and will be assigned to the BCT ZEB fleet when they are rolled out towards the end of this upcoming contract term. Mr. Garciduenas is already part of the TC maintenance team and will be 100% dedicated to the Beach Cities Transit operation.

Ability to Retain Management Personnel

Transportation Concepts has a successful history of retaining our Managers. What sets our company apart is that we not just talk about caring for our people, we show it. Many of our Managers have been with our company for 20 or more years. In fact, Brett Baum has been with TC for over 25 years. We provide a very fair compensation package and offer annual bonuses based upon performance. We empower our managers, providing them with support, guidance, executive coaching, and leadership training. Like all our employees' we invest the time and resources necessary to ensure their success.

BRETT BAUM
PROJECT MANAGER

STRENGTH Managing employees, exceeding contractual obligations & operations

SKILLS SUMMARY

- Highly proficient in FTA triennial, NTD, and Drug and Alcohol audit preparation
- 100% success with CHP inspections.
- Comprehensive understanding of ADA regulations and requirements.
- Effective problem solver; prioritize and manage heavy work flow without direct supervision.
- "Can do" attitude; work in partnership with clients and community.
- Excellent working relationship and reputation in communities served.
- Additional skills include fixed route scheduling, customer service, labor negotiations, vehicle maintenance oversight, NTD reporting, etc.

EXPERIENCE

Project Manager – 2010 to Present

Transportation Concepts, Redondo Beach, CA

- Direct oversight of BCT operation
- Ensures contract compliance; accurate data collected and reported; and customer service standards met
- Current emphasis on safety, ADA and other regulatory requirements, and performance goals

Accomplishments

- improved on-time performance
- reduced employee turnover and absenteeism
- increased system efficiencies
- reduced customer complaints

General Manager – 2008 to 2010

Transportation Concepts, Riverside, CA

- Responsible for direct oversight of fixed-route and commuter operations throughout Riverside County for Riverside Transit Agency Contract
 - 86 vehicles
 - 165 employees
- Accountable for human resources, maintenance, system performance, contract compliance, and customer service related to designated contracts.
- Provides assistance and training to supervisors
- Develops effective schedules to ensure optimum service and employee satisfaction
- Motivates employees
- Maintains consistent communication with clients served

General Manager – 2005 to 2008

Transportation Concepts, Sylmar, CA

- Responsible for direct oversight of fixed-route and commuter operations for Metro's contracted bus services- North Region
 - 55 vehicles
 - 110 employees
- Ultimately responsible for compliance with all local, state, and federal regulations governing contract operations
- Coordinated labor negotiations

District Manager – 2002-2005

Transportation Concepts, Los Angeles , CA

- Responsible for district oversight of five contracts throughout Los Angeles County including DAR and FR shuttles
- Responsible for ensuring performance goals were exceeded to include increased passengers per hour and improved on-time performance
- Familiar with all aspects of each contract to include reservations and scheduling passengers and associated technology
- Lead safety and training efforts with emphasis on ADA compliance
- Maintained focus on passenger sensitivity
- Main Liaison with five different clients in five diverse environments

Project Manager – 1999-2002

Transportation Concepts, Carson, CA

- Responsible for operational performance of a 12 vehicle fixed route service involving coordination with other municipal agencies including the City of Carson and METRO
- Managed all aspects of contract to include on-street operations, safety, maintenance, administration, human resources, and overall system performance

General Manager Operations – 1998-1999

S Burde & Company, Johannesburg, South Africa

- Implemented cost cutting initiatives
- Lead new business strategies & marketing plans
- Trained, developed and supervised employees
- Improved client satisfaction as a result of strengthening infrastructure and improving logistical

General Manager/Call Center Manager – 1996 to 1998

Time Warner Publishing, Johannesburg, South Africa

- Directly responsible for profit/loss, forecasts, budget, market strategies, and all other operations
- Developed and implemented nationwide call center
- Directed scheduling and delivery of over 2,000 packages per day

EDUCATION **University of South Africa –Advanced Logistics Management**
Pepperdine University – Transit Management Certificate

**CHRISTOPHER LAMP
OPERATIONS MANAGER**

STRENGTHS Employee motivation, operational performance

SKILLS SUMMARY

- Proficient in transit operational management oversight
- Effective problem solver; prioritizes and manages heavy workflow without direct supervision.
- Excellent working relationship with employees.
- Experienced in managing operational contractual compliance
- Transit/Paratransit Management Certification through University of the Pacific

RELEVANT EXPERIENCE

Operations Manager -2024 to present

Transportation Concepts, Redondo Beach, CA

- Responsible for daily operational oversight of BCT vehicle operator service adherence
- Oversee customer service program, addressing any customer issues and counseling vehicle operators
- Provide operational reports and monitors to ensure KPI's are exceeding contractual expectations

Project Manger – 2019 to 2024

Transportation Concepts, Avalon, CA

- Responsible for management of fixed-route and dial a ride service
- Ensure service trip completions, monitor in service on-time performance, pull outs
- Provide assistance as needed to include dispatch, road supervision, telephone information, operator training, etc.

Contract Services Field Supervisor – 2013 to 2019

METRO, Los Angeles, CA

- Oversight of multiple contracted divisions
- Acted as liaison between contractor and various Metro departments
- Provided guidance to contractors on operational and maintenance issues
- Conducted pull-out inspections, pre-trip evaluations
- Audited maintenance records to ensure contractual compliance
- Evaluated fixed routes and recommended solutions to improve on-time performance

Transit Supervisor – 2008 to 2013

Trans Dev, Los Angeles, CA

- Monitor daily operation of fixed route transit lines to ensure safe, reliable and timely service
- Ensure operator compliance with METRO standard operating procedures
- Audit in-service on time performance utilizing ATMS, NextBus and other collected data to eliminate unnecessary delay trends
- Developed and executed operations plan for start up of Dodger Stadium Express service

GEORGE HEERE
REGIONAL SAFETY / TRAINING MANAGER

STRENGTH: **Dedicated and Experienced Safety Compliance Leader in public transit industry with Strong Public Safety Background**

SKILLS SUMMARY

- 17 years of experience in Public Transit Industry
- Department of Transportation certified instructor - Transit
- Completed DOT SMS Awareness Training Program
- Drug and Alcohol Administrator
- FEMA IS-100, IS-200, & IS700 Certification

EXPERIENCE **Regional Safety Training Manager – 2021 – Present**
Transportation Concepts, California

- Manage the new operator training development and refresher training of all existing vehicle operators in Region
- Assist recruitment and screen potential new hire operator candidates
- Ensures a successful safety culture by conducting daily observations and conducting monthly safety meetings
- Monitors all operators on the road to insure each are following safety goals and objectives
- Establishes safety and training related action plans as necessary to ensure all operations are following all local, state, and federal laws governing transit operations

Operations Manager – 2017 to 2021
MV Transportation, Carson, CA

- Monitoring and improving on-time performance for large Fixed Route and Commuter services
- Investigate accidents and determine preventability. Perform retraining as identified
- Maintained operator records, OSHA logs and other files
- Monitored compliance with ADA, FTA and OSHA regulations
- Implemented safety procedures and initiatives
- Analyze trends of root cause on accidents/injuries and near misses and establish retraining and awareness campaign as needed

Operations Manager / D & A Program Manager – 2007 to 2017
San Gabriel Transit, El Monte, CA

- Managed 255 employees and 300 independent contractors for Access Services
- Managed Work Comp and D&A Program
- Documented all transportation operations, updated and maintained driver records
- Scheduled routes for 3500 daily trips

JONATHAN NORMAN
REGIONAL MAINTENANCE MANAGER

STRENGTH: Preventative Maintenance Expert with significant strength in both large transit and small bus fleets. Exceptional diagnostic experience and strong leadership skills and overall shop management abilities

SKILLS SUMMARY

- 14 years overall fleet maintenance industry
- 5 years direct experience maintaining large CNG fueled transit fleets
- Strong shop organizational and technician mentoring abilities
- Proficient in bus system diagnostics
- Completed Proterra Electric Bus Driver and Maintenance Training program

EXPERIENCE **Area Maintenance Manager – 2021 – Present**

Transportation Concepts, California

Responsible for oversight of fleet maintenance programs for Southern California, which encompasses Los Angeles County

- Oversee and perform diagnostic and ongoing maintenance repairs on fleet of CNG fueled New Flyer Buses and Proterra Electric Buses
- Involved in rollout of electrification of fleet of CNG Transit buses to Proterra Electric Buses at the Ontario International Airport
- Oversee Mechanics and Utility workers and ensure proper support is always given
- Provide diagnostics and repair on challenging maintenance issues

Accomplishments

- 100% success rate on CHP inspections
- Excellent shop safety record
- Completed Proterra Electric Bus Maintenance Training Program
- implementation of *Fleetio* Maintenance Software solution at all shops

Mechanic A Tech – 2017 to 2021

Trans Dev (formally First Transit), Irvine, CA

- Responsible for troubleshooting and repairing fleet CNG Full Size Transit Buses
- Orders and maintains inventory of all parts
- Conducted fleet inspections / coordinate all repairs

Install Technician – 2013 to 2017

Agility Fuel System, Costa Mesa, CA

- Perform installation and repairs of CNG, Propane and Hydrogen fuel system
- Provide training to technicians
- Responsible for troubleshooting and correcting issues

JONATHAN NORMAN
REGIONAL MAINTENANCE MANAGER

Page 2

Service Advisor – 2012 to 2013

LA Freightliner, Whittier, CA

- Problem solved mechanical issues
- Coordinate service workflow from customers to technicians
- Ensure quality/satisfaction of service and repairs
- Oversaw warranty repair issues

Technician – 2008 to 2012

American Tire Center, Whittier, CA

- Manage inventory of tires, including ordering, inventory and sale through maintenance software program
- Manage shop bays, including workflow from customers to technicians
- Ensure quality/satisfaction of service and repairs
- Oversaw warranty repair issues

ROGER DE JESUS
MAINTENANCE SUPERVISOR

STRENGTH Extensive transit fleet knowledge; familiarity with alternative fuels, and electronics

SKILLS SUMMARY

- Diverse background in Public Transit Maintenance
- Expert fleet technician
- Highly proficient in diagnostics
- Heavy Duty Component Rebuilder
- Keen understanding of fleet regulatory requirements
- Excellent training capabilities to others

EXPERIENCE **Maintenance Supervisor – 2022 – Present**

Transportation Concepts, Redondo Beach , CA

- Responsible for shop supervision and maintenance repair on BCT fleet
- Provide diagnostics and repair of challenging maintenance issues
- Oversees technician's repairs through quality assurance inspections
- Perform major repairs as needed

Assistant Shop Manager – 2010 to 2022

MV Transit, Carson, CA

- Responsible for planning, organizing and assigning preventive and remedial maintenance work for fleet of MTA buses
- Accountable for record keeping and scheduling using automated maintenance software that tracks PMI scheduling
- Provides training for incoming technicians
- Conducts fleet inspections

Lead Mechanic – 2006 - 2010

Transdev (formally First Transit), Los Angeles

- Develop work schedules and provide oversight to maintenance staff
- Responsible for maintaining CNG bus fleet under contract with MTA.
- Perform maintenance inspections and repairs
- Provide CNG diagnostics and repairs as needed

Accomplishments

- 100% success rate on CHP inspections
- Excellent shop safety record
- Preventative Maintenance Inspection Trainer
- Fleet mechanical problem solver – utilized company wide

VICTOR GARCIDUENAS
ZERO EMISSION BUS MECHANIC

STRENGTH Extensive ZEB transit fleet knowledge; familiarity with CNG fuels, and electronics

SKILLS SUMMARY

- ZEB trained Technician through BYD
- Experience with Zero Emission Buses as well as CNG Fueled Buses
- Highly proficient in diagnostics
- Strong understanding of fleet regulatory requirements
- Outstanding work ethic

EXPERIENCE **ZEB Mechanic – 2024 – Present**

Transportation Concepts, Redondo Beach, CA

- Responsible for maintenance repair on BCT fleet
- Provide diagnostics and repair of fleet
- Perform PMI's and other maintenance repairs assigned

ZEB Mechanic – 2022 to 2024

MV Transit, Los Angeles, CA

- Responsible for maintenance work on LADOT Zero Emission Buses
- Provide diagnostics and repairs as needed
- Conducts PMI's

Mechanic – 2021 - 2022

Harbor Chevrolet, Long Beach

- Perform maintenance diagnostic inspections
- Provide maintenance repairs as assigned

E. Cost Proposal

Please reference the required cost proposal forms in this section for the operation and maintenance of Beach Cities Transit Services. Additionally, the cost proposal forms were also submitted electronically in an excel format.

CITY OF REDONDO BEACH
 BEACH CITIES TRANSIT
 Request for Proposal

EXHIBIT C - COST PROPOSAL - THIRD UPDATE PER ADDENDUM #3
 Page 1: PROPOSAL FORM

Proposing Firm: Transportation Concepts

This PROPOSAL FORM is to be used to submit the OFFEROR'S Cost Proposal for all work described in Section 4, Scope of Work and Section 5, Transit Service Agreement.

The OFFEROR'S Cost Proposal must consist of Fixed Fees and Fixed Hourly Rates in accordance with Section 7.b - Fee Structure, of the Transit Services Agreement. Such rates shall be proposed for each of the six (6) periods in the Base Term contemplated in this RFP, and shall be based on the levels of service in terms of vehicle revenue hours, as stated below. The detailed budget breakdown included with this PROPOSAL FORM should be consistent with rates proposed.

OFFERORS shall not modify cost categories.

All cells below are automatically computed -- Do not overwrite formulas.							
A.	Price Proposal	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
	Months in Contract Period	12	12	12	12	12	12
	Revenue Vehicle Hours in Period	42,000	42,000	42,000	42,000	42,000	42,000
1	Fixed Monthly Rate	\$136,900.55	\$143,145.63	\$149,005.17	\$154,970.88	\$160,819.45	\$167,575.72
2	Fixed Hourly Rate	\$64.11	\$68.57	\$72.71	\$76.77	\$80.70	\$84.89
CALCULATION OF TOTAL ANNUAL COSTS							
3	Fixed Monthly Rate X Months in Period	\$1,642,806.62	\$1,717,747.59	\$1,788,062.07	\$1,859,650.53	\$1,929,833.45	\$2,010,908.63
4	Fixed Hourly Cost X Vehicle Revenue Hours in Period	\$2,692,743.87	\$2,880,015.85	\$3,053,633.86	\$3,224,434.80	\$3,389,371.54	\$3,565,294.15
Proposed Total Annual Cost		\$4,335,550.49	\$4,597,763.44	\$4,841,695.93	\$5,084,085.33	\$5,319,204.99	\$5,576,202.78
5	Non-Driving Service - Fixed Hourly Rate	\$56.77	\$60.81	\$64.63	\$68.35	\$71.98	\$75.82

CITY OF REDONDO BEACH
 BEACH CITIES TRANSIT
 Request for Proposal

EXHIBIT C - COST PROPOSAL - THIRD UPDATE PER ADDENDUM #3
 PAGES 2-3: FIXED COST

Proposing Firm:	Transportation Concepts					
	Period 1 12	Period 2 12	Period 3 12	Period 4 12	Period 5 12	Period 6 12
B. Fixed Cost Elements Months in Period						
Project Manager Salary	170,560.00	177,382.00	184,477.00	191,856.00	199,530.00	207,511.20
Project Manager Fringes	22,599.20	23,503.12	24,443.20	25,420.92	26,437.73	27,495.23
Operations Supervisor Wages	138,112.00	143,636.48	149,381.94	155,357.22	161,571.51	168,034.37
Operations Supervisor Fringe	18,299.84	19,031.83	19,793.11	20,584.83	21,408.22	22,264.55
Dispatch/Info. Staff Wages	156,455.00	162,713.20	169,221.73	175,990.60	183,030.22	190,351.43
Dispatch/Info. Staff Fringes	20,730.29	21,559.50	22,389.50	23,238.92	24,098.48	24,969.41
Clerical Staff Wages	81,510.00	84,770.40	88,161.22	91,687.66	95,355.17	99,169.38
Clerical Staff Fringes	10,800.08	11,232.08	11,681.36	12,148.62	12,634.56	13,139.94
Maintenance Manager Salary	47,500.00	49,400.00	51,376.00	53,431.00	55,568.00	57,790.72
Maintenance Manager Fringes	12,397.50	12,893.40	13,409.14	13,945.49	14,503.25	15,083.38
Mechanic Wages	181,272.00	188,523.00	196,064.00	203,907.00	212,063.00	220,545.52
Mechanic Fringes	47,311.99	49,204.50	51,172.70	53,219.73	55,348.44	57,562.38
Other Maintenance/Service Wages	95,680.00	99,507.00	103,487.00	107,626.00	111,931.00	116,408.24
Other Maintenance/Service Fringes	24,972.48	25,971.33	27,010.11	28,090.39	29,213.99	30,382.55
Other Wages (specify)						
Maintenance Supervisor	93,600.00	97,344.00	101,238.00	104,275.14	104,275.00	108,446.00
Safety Trainer	47,000.00	48,880.00	50,835.20	52,868.61	54,983.35	57,182.69
Other Fringes (specify)						
Maintenance Supervisor Fringe	24,429.60	25,406.78	26,423.12	27,215.81	27,215.78	28,304.41
Safety Trainer Fringe	6,227.50	6,476.60	6,735.66	7,005.09	7,285.29	7,576.71

MONTHLY COST ELEMENTS CONTINUE ON NEXT PAGE

EXHIBIT C - COST PROPOSAL - UPDATED PER ADDENDUM #2
PAGE 3: FIXED COST, CONTINUED

	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
Hiring/Training Expenses	17,966.00	18,504.98	19,060.13	19,631.93	20,220.89	20,928.62
Safety Expenses	3,720.00	3,832.00	3,947.00	4,065.00	4,187.00	4,333.55
Janitorial	240.00	247.20	254.62	262.25	262.25	271.43
Telephone	14,892.00	15,487.68	16,107.19	16,751.47	17,421.53	18,118.40
Utilities						
Office Supplies	7,200.00	7,416.00	7,638.00	7,867.00	8,103.00	8,386.61
Preventive Maintenance Parts/Supplies						
Vehicle Repair Parts/Supplies						
Tires						
Outside Repairs						
Radio System Maintenance						
Insurance - Liability Coverages	86,720.00	91,960.00	97,340.00	100,260.20	103,268.01	108,431.41
Insurance - Collision Comprehensive	163,439.86	171,211.85	179,360.45	187,904.11	196,862.22	206,705.33
Computer - Hardware Costs						
Software Costs	9,000.00	9,270.00	9,548.00	9,834.44	10,129.47	10,534.65
Accounting						
Start-up Costs						
Other Expense						
Overhead	76,606.51	85,838.10	91,089.64	96,067.79	101,116.57	106,172.39
Communication - Cell/Tablet	15,228.00	15,535.92	15,847.12	16,161.46	16,478.47	17,137.60
Radio Equipment	3,324.00	3,324.00	3,324.00	3,324.00	3,324.00	3,490.20
Regulatory Permit - LAC Fire	1,657.27	1,707.00	1,758.00	1,811.00	1,865.00	1,939.60
Management Fee/Profit	43,355.50	45,977.63	48,416.96	50,840.85	53,192.05	55,319.73
Total Fixed Costs	\$1,642,806.62	\$1,717,747.59	\$1,788,062.07	\$1,859,650.53	\$1,929,833.45	\$2,010,908.63
Monthly Fixed Cost	\$136,900.55	\$143,145.63	\$149,005.17	\$154,970.88	\$160,819.45	\$167,575.72
<i>(Total Fixed Costs /Months in Period)</i>						

1

Note: Listing of typical cost items on this provided form does not require Contractor to provide this position, utility or service.

CITY OF REDONDO BEACH
 BEACH CITIES TRANSIT
 Request for Proposal
EXHIBIT C - COST PROPOSAL - THIRD UPDATE PER ADDENDUM #3
 PAGE 4: FIXED HOURLY RATE

Proposing Firm:	Transportation Concepts					
	Period 1 42,000	Period 2 42,000	Period 3 42,000	Period 4 42,000	Period 5 42,000	Period 6 42,000
Vehicle Revenue Hours in Period						
Fixed Hourly Rate Cost Elements						
Driver Wages	1,827,929.69	1,954,443.28	2,071,845.50	2,185,228.03	2,294,092.35	2,408,796.97
Driver Workers Compensation	227,028.87	249,973.30	273,069.24	296,535.44	320,714.11	346,866.76
Driver Health Insurance	129,600.00	136,080.00	142,884.00	150,028.20	157,529.61	165,406.09
Other Driver Fringe Benefits	199,792.71	213,620.65	226,452.71	238,845.42	250,744.29	263,281.51
Maintenance Parts	79,818.05	82,212.05	84,679.20	87,219.50	89,835.80	93,429.23
Maintenance Supplies	4,200.95	4,326.95	4,456.80	4,590.50	4,728.20	4,917.33
Outside Repairs	10,911.54	11,238.89	11,576.05	11,923.33	12,281.03	12,772.28
Other (Specify)						
Towing	5,400.00	5,562.00	5,728.86	5,900.73	6,077.75	6,320.86
Bus Wash / Detail	29,700.00	30,591.00	31,478.14	32,391.01	33,330.34	34,663.56
Support Vehicle Fuel	32,000.05	32,960.00	33,949.00	36,016.00	36,016.00	37,456.64
Driver and Maintenance Uniforms	12,000.00	12,360.00	12,730.80	13,112.72	13,506.11	14,046.35
Maintenance Oil/Fluids	14,400.00	14,832.00	15,276.96	15,735.27	16,207.33	16,855.62
Overhead	76,606.51	85,838.10	91,089.64	96,067.79	101,116.57	105,161.23
Profit/Fee	43,355.50	45,977.63	48,416.96	50,840.85	53,192.05	55,319.73
Total Hourly Costs	\$2,692,743.87	\$2,880,015.85	\$3,053,633.86	\$3,224,434.80	\$3,389,371.54	\$3,565,294.15
2 Fixed Hourly Rate (Total hourly costs /VRH in Period)	\$64.11	\$68.57	\$72.71	\$76.77	\$80.70	\$84.89

Note: Listing of typical cost items on this provided form does not require Contractor to provide this position, utility or service.

CITY OF REDONDO BEACH
 BEACH CITIES TRANSIT
 Request for Proposal

EXHIBIT C - COST PROPOSAL - THIRD UPDATE PER ADDENDUM #3
 PAGE 5: NON-DRIVING SERVICE - FIXED HOURLY RATE

Proposing Firm: _____

Transportation Concepts

	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
43.52	46.53	49.33	52.03	54.62	57.35	
5.41	5.95	6.50	7.06	7.64	8.26	
3.09	3.24	3.40	3.57	3.75	3.94	
4.76	5.09	5.39	5.69	5.97	6.27	
\$56.77	\$60.81	\$64.63	\$68.35	\$71.98	\$75.82	

Non-Driving Service - Fixed Hourly Rate Cost Elements

- Driver Wages
- Driver Workers Compensation
- Driver Health Insurance
- Other Driver Fringe Benefits
- Other (Specify)

5 Non-Driving Service - Fixed Hourly Rate

Note:

Out of contract services, specifically non-driving services directly related to additional services beyond the requirements described in the Scope of Work, are subject to the rates set forth above.

E. Proof of Insurance

Transportation Concepts has included our current certificates of insurance as evidence of our ability to provide the specified insurance amounts from our insurers authorized to do business in the state of California. The Certificate outlines what we carry. We will continue to carry insurance to the degree required by California law as well as in accordance with the City of Redondo Beach contractual requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo CA 92656 License#: 0H18131 PARKKONCIN	CONTACT NAME: Juliana Bae PHONE (A/C No. Ext): 949-900-1780 E-MAIL ADDRESS: OCCerts@MarshMMA.com	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B : Everest Denali Insurance Company</td> <td>16044</td> </tr> <tr> <td>INSURER C : HDI Specialty Insurance Company</td> <td>16131</td> </tr> <tr> <td>INSURER D : Endurance American Specialty Ins Co</td> <td>41718</td> </tr> <tr> <td>INSURER E : AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER F : Safety National Casualty Corporation</td> <td>15105</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Company	10120	INSURER B : Everest Denali Insurance Company	16044	INSURER C : HDI Specialty Insurance Company	16131	INSURER D : Endurance American Specialty Ins Co	41718	INSURER E : AXIS Surplus Insurance Company	26620	INSURER F : Safety National Casualty Corporation
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INSURER F : Safety National Casualty Corporation	15105														

COVERAGES **CERTIFICATE NUMBER:** 1878931850 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	RM1GL00069241	6/1/2024	6/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	RM1CA00092241 RM1CA00093241	6/1/2024 6/1/2024	6/1/2025 6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GKLL Per Veh/Loc \$350k Veh/\$1M Loc
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXT30038737801	6/1/2024	6/1/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SP4068826	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liability			XLXD6529400S	6/1/2024	6/1/2025	Ea Occ / Agg \$3M / \$3M
E	Excess Liability			P00100382026901	6/1/2024	6/1/2025	Ea Occ / Agg \$3M / \$3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 LOC #516 - Redondo Beach Cities Transit - 1521 Kingsdale Avenue, Redondo Beach, CA 90278.

The Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, their officers elected and appointed officials, employees and volunteers are included as Additional Insured with respects to General Liability, where required by written contract, per the attached endorsements. Insurance is Primary & Non-Contributory, where required by written contract, per the attached endorsement.

CERTIFICATE HOLDER **CANCELLATION**

The Cities of Redondo Beach 1922 Artesia Boulevard Redondo Beach, CA 90278	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
 1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
 in the performance of your operations for an additional insured.
- B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
 1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D. With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

**COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that entered into a written contract with the named insured requiring such person(s) or organization(s) to be named as an additional insured.	All locations shown on designation of premises schedule as their interest may appear.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Qualifications and Client References

Qualifications

As indicated earlier in Section B, Transportation Concepts has successfully operated Contracted Fixed Route and Dial-a-Ride service modes together in the Los Angeles County region for over twenty-five (25) years. Additionally, we are extremely proud of the fact that we have successfully operated the BCT service over the last 3 consecutive contract terms with Brett Baum, who has been in the leadership role in Redondo Beach for 14 of those years. Brett also has over 25 years of direct experience with both modes of service.

Client References

The following are references from current clients that can share pertinent information attesting to our success as both a Fixed Route and Dial a Ride operator in the Southern California region.

We invite you to contact our clients for confirmation of our dedication, commitment, and excellent service standards and performance. At the end of this section, you will find testimony letters from our clients attesting to the level of satisfaction they have had with our organization.

Location Name	Palo Verde Valley Transit Authority Blythe, California
	PVVTA George Colangeli General Manager 415 North Main Street Blythe, CA 92225 (760) 922-4900 gmanager@pvvta.com
Nature of Services	Fixed route and paratransit transportation services: the Vehicle fleet consists of 9 buses, 1 of which is assigned to paratransit. Responsible for dispatch, operation, supervision, and provision of vehicle maintenance on fleet of agency buses.
Term of Agreement	2003 – Present
Type of Fleet Dispatching System	Currently using GMV GPS/ Passenger Information System, AVL fleet tracking capabilities as well as a digital on-board video surveillance recording system
Number of Employees	16
Annual Revenue	\$1.5m

Location Name	BEACH CITY TRANSIT REDONDO BEACH Redondo Beach, California
	City of Redondo Beach Diane Amaya Interim Transit Manager 1922 Artesia Blvd Redondo Beach, CA 90278 (310) 318-0610 x 3357 Diane.amaya@redondo.org
Nature of Services	Fixed route and curb to curb paratransit transportation services. A 10-mile service area includes Redondo Beach, Hermosa Beach, Manhattan Beach, and El Segundo. The vehicle fleet consists of 20 CNG powered buses, 15 of which are assigned to fixed routes. Responsible for dispatch, operation, supervision, and vehicle maintenance on fleet of City provided buses.
Years of Operation	14 Years
Type of Fleet Dispatching System	Currently using a computerized dispatch system with GPS system. Implementation of annunciator system and "Real Time" technology with GMV along with Metro TAP system
# of Employees	36
Annual Revenue	\$3.6 Million

Location Name	City of Rio Vista / Solano Transportation Authority Rio Vista, California
 	Solano Transportation Authority Brandon Thomson Transit Mobility Coordinator 427 Main Street Suisun City, CA 94585 (707) 399 - 3234 bthomson@sta.ca.gov
Nature of Services	Deviated Fixed Route and Micro-Transit services. The vehicle fleet consists of 3 buses, 1 of which is dedicated to Micro-transit. Responsible for dispatch, operation, supervision, and provision of vehicle maintenance on fleet of agency buses.
Term of Agreement	2012 – Present
Type of Fleet Dispatching System	Currently using The Routing Company (TRC) Platform System, AVL fleet tracking capabilities as well as a digital on-board video surveillance recording system
Number of Employees	5
Annual Revenue	\$500k

Operation and Maintenance of Beach Cities Transit



Location Name	City of Suisun City /Solano Transportation Authority Suisun City, California
 	Solano Transportation Authority Brandon Thomson Transit Mobility Coordinator 427 Main Street Suisun City, CA 94585 (707) 399 - 3234 bthomson@sta.ca.gov
Nature of Services	Fixed-Route and Micro-transit transportation services Vehicle fleet consists of 9 buses, 1 of which is assigned to micro-transit. Responsible for dispatch, operation, supervision, and provision of vehicle maintenance on fleet of agency buses.
Term of Agreement	2022 – Present
Type of Fleet Dispatching System	Currently using The Routing Company (TRC) Platform, AVL fleet tracking capabilities as well as a digital on-board video surveillance recording system
Number of Employees	7
Annual Revenue	\$550k

Location Name	CITY OF GLENDORA Glendora, California
	City of Glendora Vanessa Nalbandian Interim Transportation Manager 116 East Foothill Blvd Glendora, CA 91741 (626) 852-4814 vnalbandian@cityofglendora.org
Nature of Services	Fixed route Metrolink and paratransit transportation services. The vehicle fleet consists of 10 cutaway buses, 1 of which is CNG powered. Responsible for dispatch, operation, supervision, and vehicle maintenance on fleet of City provided buses.
Term of Agreement	15 Years
Type of Fleet Dispatching System	Currently using a fully automated computerized dispatch system with a GPS system.
Number of Employees	15
Annual Revenue	\$1.2m

Operation and Maintenance of Beach Cities Transit





City of Avalon

Santa Catalina Island, CA

June 17, 2022

Mr. Rich Rogers, COO
Transportation Concepts
12 Mauchly, Building 1
Irvine, CA 92618

It is my sincere pleasure to write this letter of recommendation on behalf of the City of Avalon regarding the excellent service Transportation Concepts provides.

After twenty-five years with the same transit company, in 2016 the City sought to re-vamp its transit system. This included three new all-electric transit buses, expanding the fixed-route service and completely redesigning an antiquated Dial-a-Ride process. This is a daunting task for any agency. Doubly so as the City of Avalon is located on Santa Catalina Island.

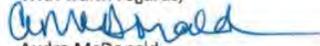
Transportation Concepts came in with a collaborative and solution-based mind-set. They have been with us every step of the way. They consistently embrace and implement new ideas and technologies the City brings forward.

Transportation Concepts attention to detail, communication and safety are exemplary. Their employees are professional, dedicated and customer-service driven which is critical in a City like Avalon whose primary economy is tourism.

Any organization that chooses Transportation Concepts to lead their public transit service will not be disappointed.

If you have any specific questions regarding Transportation Concepts, please do not hesitate to reach out.

With warm regards,



Audra McDonald
Administrative Analyst/Transportation Manager
City of Avalon
amcdonald@cityofavalon.com
310-510-0220

Avalon City Hall - 410 Avalon Canyon Road - P.O. Box 707 - Avalon, CA - 90704-0707



City of Glendora | Transportation Division

410 E. Dalton Ave., Glendora, CA 91741-3380
(626) 852-4814 | CityOfGlendora.org

Mr. Rich Rogers
Chief Operating Officer
Transportation Concepts
12 Mauchly, Building I
Irvine, CA. 92618

July 8, 2022

Subject: Letter of Recommendation for Transportation Concepts

Dear Rich,

I wanted to express my appreciation and enthusiastic recommendation for Transportation Concepts. Since my time in Glendora, your team lead by Brian Connell has been nothing short of excellent. I have had the pleasure of working alongside the team for nearly four years. Over this time, we have collaborated to improve the service for our riders, ensure a state of good repair, and address the immense challenges of a global pandemic.

Since assuming my role as Transportation Manager in Glendora, Brian and his team made my transition seamless. I was immediately impressed by the rapport each driver had with our passengers, the customer-service focus of the dispatchers, and the quickness with which maintenance issues were resolved. There are numerous examples where the team went above and beyond, but I would like to relay some of those here.

In 2019, the City of Glendora submitted our first application for the Section 5310 grant program. Brian provided backup data for our application, provided review of the scope of work, and helped us prepare for the new requirements of federal funding. Brian was able to draw on his deep knowledge of the Section 5310 program to help us develop a maintenance plan which addressed LA Metro's requirements and has ensured all our federally funded vehicles are operating. Brian has also been invaluable in helping us develop specifications for our new vehicles.

Related to this, is the rollout of a new dispatching system. From my experience and that of my peers, this has always been a challenge. I was immensely surprised by how smooth this rollout has gone. Brian and Desiree (the dispatcher) have stepped up by taking the lead on working with our vendor to implement the new software, transition our data, and train the drivers on the new system. Given the speed of the rollout, it is still amazing to me how easily we have moved to a new system and how quickly the dispatcher and drivers have adjusted. Without Brian and his team, we would likely be still attempting to rollout the new service.

As with any service over the past three years, the pandemic has created chaos and uncertainty with employment, safety, and financial viability. As the pandemic caused a dramatic drop in ridership and service, the City and Transportation Concepts were able to work out a mutually beneficial change to our contract by moving to fixed-and-variable structure. One of the things that I most appreciated about Transportation Concepts has been their flexibility and willingness to work with the City. The new contractual arrangement allowed the City to stabilize our funding shortfall and allowed Transportation Concepts to meet their fixed costs of the contract. While many contractors would have walked away or

demanded more substantial changes, Transportation Concepts is committed to helping provide a cooperative environment to provide public transit services.

These three examples are very emblematic of not just the quality of Transportation Concepts, but the integrity of the staff and the desire to solve problems. I have come to rely heavily on the experience of Brian and his team to navigate the challenges of transit operations. It is my honest opinion that our service receives such high marks from our customers because Transportation Concepts provide such excellent service and support.

I wanted to take this opportunity to write this letter because I think Transportation Concepts is the best choice for operations and maintenance contracts. In speaking to my peer agencies, we have not had remotely the same level of challenges or issues, which is due in large part to the attitude and professionalism of Transportation Concepts staff.

I would be happy to speak with any potential clients as a reference and they can contact me at smateer@cityofglendora.org or at (626) 852-4846.

Sincerely,

Steven Mateer

Steven Mateer
Transportation Manager
City of Glendora



Community Services Department

1922 Artesia Boulevard
Redondo Beach, California 90278
www.redondo.org

fax: 310 798-8273

June 21, 2022

Rich Rogers, COO
Transportation Concepts
12 Mauchly, Building 1
Irvine, CA 92618

RE: Reference Letter

Dear Rich,

This letter is to acknowledge the efforts of the Transportation Concepts operations staff for the Redondo Beach transportation services. The exceptional performance of General Manager, Brett Baum, and the Transportation Concepts Operations staff of the Redondo Beach - Beach Cities Transit (BCT) and WAVE Dial A Ride services, ensured continuous service throughout the Coronavirus-2019 pandemic (COVID-19), and our collaboration enabled the immediate implementation of measures that protected BCT riders, and operations staff. In addition, as a result of these efforts, there have been no missed trips during the past two years, unlike many of our transit peer agencies in Los Angeles County.

Since Transportation Concepts began service operation for the City in January 2010, the City has issued Requests For Proposals for the services two additional times, and was awarded new contracts for service in 2015 and 2020. This success rate is largely based on the Transportation Concepts' management staff who continue to be adaptable, responsive and proactive in resolving service issues, providing professional and technical assistance, and in addressing the needs and expectations of City staff. Vehicles are well-maintained within the appropriate schedules, and the annual CHP inspections are consistently positive.

During this agreement period and since 2010, Transportation Concepts staff has provided valuable expertise and assistance with new vehicle and equipment purchases, transition to the regional fare collection system, the implementation of BCT's real-time information system and two service analysis efforts. They play a key role in the NTD random sampling and data collection efforts, as well as updating and revising time schedules. Brett takes the initiative to communicate with Redondo Union High School administration staff to ensure school trippers have limited issues, and coordinated service schedules during the COVID-19 school closures and reopening.

The overall relationship between City staff and Transportation Concepts staff is positive, collaborative and cooperative, and I have trust and confidence our working relationship will continue through the remaining period of the current agreement, as we move forward with route and time schedule changes with the upcoming opening of the new Redondo Beach Transit Center.

Thank you for your efforts with ensuring that the Transportation Concept's transit staff continues to provide quality transit services for the City. I can be contacted at 310-318-0631 x2670, if you have any questions.

Sincerely,

Joyce Rooney
Transit Operations & Transportation Facilities Manager

PLAYA VISTA PARKS AND LANDSCAPE CORPORATION

June 20, 2022

Parking Concepts, Inc
Attn: Rich Rogers
12 Mauchly, Bldg. 1
Irvine, CA 92618

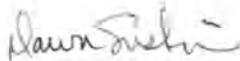
Dear Mr. Rogers.

I wanted to recognize the excellent service provided by Transportation Concepts to Playa Vista Parks & Landscape Corporation ("PVPAL"). Transportation Concepts has been running our community's transportation service under contract since December 2015. Throughout this time, I have been impressed with the level of service, responsiveness, professionalism demonstrated by your management team.

Any extra service requests, additional or new tasks requested by Transportation Concepts was greeted with a can-do and willing attitude. We also appreciate that when issues do arise, your team has always been helpful and expeditious in investigating and resolving them regardless of how difficult it may seem.

Thank you for your efforts with ensuring the Transportation Concept's team continues to provide quality shuttle service to the PVPAL community. I look forward to many years of continued service excellence.

Sincerely,



Dawn Suskin, CCAM-LS.CI®, PCAM®
General Manager, Playa Vista Parks & Landscape Corp.

PLAYA VISTA 

Property Managed by FirstService Residential

6200 PLAYA VISTA DRIVE ~ PLAYA VISTA, CA 90094 ~ TEL. 310.437.6070 ~ FAX 310.437.6069

H. Supplemental Information

As the selected operator of Beach Cities Transit for the last 15 years, Transportation Concepts has successfully responded to several wage challenges over the years through proportionate wage increases to create an enviable workplace for our valuable employees. This past year, the California minimum wage for fast food workers went up by 25%. This had a significant impact on the service industry, including transit operators throughout California. To meet this most recent challenge, we collectively worked with the City of Redondo Beach, as well as with Teamsters Local 572, the union who represents our drivers and maintenance workers, to successfully address this major issue with the following resolutions:

- ✓ Increase driver wages by 20% (\$4.00 hour increase) effective January 1, 2025
- ✓ Establish an MOU with the Teamsters bargaining unit that provides additional wage increases for driver and maintenance personnel effective July 1, 2025 along with an extension to the existing CBA for an additional year (June 30, 2027) to provide further stability for the represented employees.

As we look ahead towards the next contract term with BCT the following have either been implemented or are planned at the start of this new contract term:

- ZEB trained maintenance technician who has already been hired and is a part of the BCT maintenance team
- Partnership with Fleet Maintenance Consulting (FMC) who will assist TC and the City of Redondo Beach with the provision and implementation of services related to the electrification of the BCT fleet. This agreement with FMC is already in place and includes the development of a BEB /FCEB implementation plan, facility upgrade assistance, vehicle procurement assistance, specification, and technical assistance, as well as additional training of our maintenance technicians.
- Wages for all non-union staff will be adjusted proportionately in alignment with increases afforded represented employees effective July 1st, 2025

I. Required Forms and Certifications

The following are the complete forms and certifications as stipulated in Section 6 of the RFP.

**FORM A
PROPOSAL QUESTIONNAIRE**

**City of Redondo Beach
Beach Cities Transit Proposal #2425-003**

**Proposal to provide operation and maintenance of Beach Cities Transit Fixed-
Route and Dial-A-Ride Services**

1. Name of Organization: Parking Concepts Inc., dba Transportation Concepts

2. Organization is a: (check one)

Corporation Partnership Association Sole Proprietorship

3. Organization is a Disadvantaged Business Enterprise (DBE) (Complete and submit the Proposed Disadvantaged Business Enterprise (DBE) Participation form, if applicable):

Yes or No

4. Organization's Principal Address and Telephone Number:

12 Mauchly, Building I, Irvine, CA 92618

5. Organization's Authorized Representative:

Name: Rich Rogers

Title: EVP / COO

Telephone Number: (949) 864-3493

Proposal Questionnaire – Page 2

6. How many years has your business been established? 50

How many years has your business been under your present name? 42

How many years under former names? (List name and number of years)
N/A

7. How many years has your business been providing passenger transportation services? 42

8. What other types of services does your business provide?

Parking and Valet Services, Code Enforcement, Management Consulting

9. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals and their addresses):

Parking Concepts Inc., dba Transportation Concepts: Gill Barnett, CEO, David Mueller, President, Rich Rogers, EVP /COO

10. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past five years?

Yes or No

If Yes, list the date, client, and reason for termination below:

11. Is Proposer aware of any real, potential, or perceived conflict of interest which would or could result should a contract be awarded to their firm?

Yes or No

If Yes, please explain:

Proposal Questionnaire – Page 3

12. Organization's Credit References: (Name, Address, Telephone Number, and Contact Person) Provide at least three.

- a. Advanced Access Controls, Inc.
15414 Cabrito Rd. Suite A, Van Nuys, CA 91406
Susan Habicht, (818) 986-5383, info@aac-la.com

- b. ABBA Parking Services
2350 Airport FWY, Suite 130, Bedford, TX. 76022
Jennifer Emerson, (817) 354-2800, accounting@abbastaffing.com

- c. SC Fuels
1800 W. Katella, Suite 400, Orange, CA 92867
Lucy Pulidol, (714) 516-7370, pulidol@scfuel.com

13. City of Redondo Beach Business License Number: 317762 (If not current license holder, Business License will be required before initiation of services.)

14. Provide organization chart for your overall organization and as proposed for this project. For this project, indicate position titles and full-time equivalent personnel proposed in each position. "Full time equivalent" is 2,000 annual labor hours. Is your organization chart attached? Yes or No

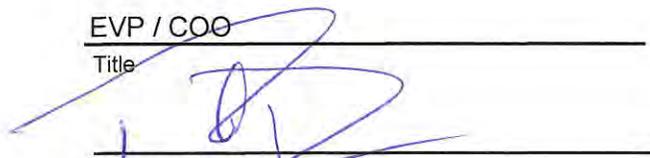
The undersigned, being cognizant of the pages, documents, and attachments contained herein, agrees to provide the City of Redondo Beach with the services described in the Request for Proposals. All cost proposals are certified to be firm for a period of 120 days from the deadline for proposal submission, **November 22, 2024**.

Respectfully submitted,

Parking Concepts Inc., dba Transportation Concepts
Name of Company

12 Mauchly, Bldg I Irvine CA 92618
Address City State Zip Code

EVP / COO
Title



By (Signature)

Rich Rogers
Print Name

(949) 864-3493
Telephone Number

November 22, 2024
Date

FORM B PROPOSAL CHECKLIST

City of Redondo Beach
Beach Cities Transit Proposal #2425-003

Proposer's Name: Transportation Concepts

Proposals shall be submitted to the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>

Proposers are requested to submit this Checklist and to verify that the following information is included in their proposals. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

1. Cover Letter

- Including company name, address, contact name, phone and fax numbers, and email address for authorized company representative

2. Form A Proposal Questionnaire

3. Form B Proposal Checklist

4. Exhibit C Cost Proposal (5 Pages)

5. Required Forms and Certifications

Form C Addenda Acknowledgment

Form D References

Form E Proposed DBE Participation

Form F Non-Collusion Affidavit for Contractor

Form G Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

Form H Certification of Restrictions on Lobbying

Form I Comptroller General's List of Ineligible Contractors

Form J Prompt Payment Affidavit

Form K DBE Participation Schedule

Form L DBE Utilization Form

Form M FTA Contract Clause Certification

6. Financial Statements/Reviews for the last two available years. If statements are to be treated as Confidential, provide in a separate envelope.

7. Proposal Narrative addressing, at a minimum, the following areas:

Proposer's Experience Related to Beach Cities Transit

Organizational description

Staffing Plan, including salary benefits, resumes

Accounting and Reporting systems

Insurance

Operations

Vehicle Maintenance and Servicing

Safety Program

Screening and Selection Program

Training Program

Transition Plan/Time Schedule

FORM C
ADDENDA ACKNOWLEDGEMENT

City of Redondo Beach
Beach Cities Transit Proposal #2425-003

The following form shall be completed and included in the proposal package.

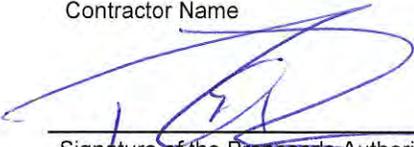
Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

CONTRACTOR hereby acknowledges that it has received and read the following Addenda:

Addendum # <u>1</u>	Signature 
Addendum # <u>2</u>	Signature 
Addendum # <u>3</u>	Signature 
Addendum # _____	Signature _____
Addendum # _____	Signature _____

Transportation Concepts

Contractor Name


Signature of the Proposer's Authorized Official

Rich Rogers , EVP / COO

Name and Title of the Proposer's Authorized Official

Transportation Concepts

Company Name

November 22, 2024

Date

**FORM D
REFERENCES**

**City of Redondo Beach
Beach Cities Transit Proposal #2024-0003**

Proposer's Name: Transportation Concepts

Proposer by its signature below, certifies the following references for Operations and Maintenance Services over the last seven (7) years (use additional pages as necessary, a **minimum** of four (4) references are required)

REFERENCE 1

Agency/Company Name: City of Redondo Beach / Beach Cities Transit

Address: 1922 ARTESIA BLVD, REDONDO BEACH, CA. 90278

Contact Person: Diane Amaya

Email Address: diane.amaya@redondo.org

Phone Number: (310) 318-0610 x3357

Length of Contract: 15 Years

Number of Vehicles Operated: 20

Description of Services Provided (provide details vehicles, fuel system, and charge management):

Fixed Route and Dial-A-Ride Services. Responsible for dispatch, operations, supervision, management, and, vehicle maintenance of the fleet of City provided buses

REFERENCE 2

Agency/Company Name: Palo Verde Valley Transit Authority

Address: 415 NORTH MAIN ST. BLYTHE, CA. 92225

Contact Person: George Colangeli

Email Address: gmanager@pvvta.com

Phone Number: (760) 922-4900

Length of Contract: 21 Years

Number of Vehicles Operated: 10

Description of Services Provided (provide details vehicles, fuel system, and charge management):

Fixed Route and Paratransit Services. Responsible for dispatch, operations, supervision, management and vehicle maintenance on a CNG fleet of Agency provided buses

REFERENCE 3

Agency/Company Name: Solano Transportation Authority

Address: 427 MAIN STREET SUISUN CITY, CA. 94585

Contact Person: Brandon Thomson

Email Address: bthomson@sta.ca.gov

Phone Number: (707) 399-3234

Length of Contract: 12 Years

Number of Vehicles Operated: 12

Description of Services Provided (provide details vehicles, fuel system, and charge management):

Fixed Route, Deviated Fixed Route, and Micro-Transit Services. Responsible for 2 separate contracts in Rio Vista and Suisun City. Responsibilities include dispatch, supervision, vehicle maintenance and overall management of both contracts

REFERENCE 4

Agency/Company Name: City of Glendora

Address: 116 EAST FOOTHILL BLVD, GLEN DORA, CA 91741

Contact Person: Vanessa Nalbandian

Email Address: vnalbandian@cityofglendora.org

Phone Number: (626) 852-4814

Length of Contract: 15 Years

Number of Vehicles Operated: 12

Description of Services Provided (provide details vehicles, fuel system, and charge management):

Fixed Route and Paratransit Services. Responsible for management, supervision, dispatch, and vehicle maintenance of CNG, Gasoline and Zero Emission Buses

FORM E
PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PARTICIPATION (OPTIONAL)

City of Redondo Beach
Beach Cities Transit Proposal #2425-003

The bidder is or intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project.

COMPANY 1 N / A

Address: _____

City, State, Zip Code: _____

Phone Number _____

Fax Number Contact: _____

Name Contact Email: _____

DBE Certifying Agency: _____

Type of work to be performed:

Annual Dollar Value: _____

Signature of Participating DBE

COMPANY 2

Address: _____

City, State, Zip Code: _____

Phone Number _____

Fax Number Contact: _____

Name Contact Email: _____

DBE Certifying Agency: _____

Type of work to be performed:

Annual Dollar Value: _____

Signature of Participating DBE

FORM F
NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

City of Redondo Beach
Beach Cities Transit Proposal #2425-003

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

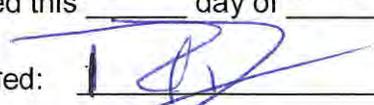
Rich Rogers

_____ declares and says:

1. That he/she/they is the (owner, partner, representative, or agent) of Transportation Concepts, hereinafter referred to as (CONTRACTOR) or (subcontractor).
2. That he/she/they is fully informed regarding the preparation and contents of this proposal for certain work in the City of Redondo Beach, State of California.
3. That his/her/they proposal is genuine, and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against City, or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this 22 day of November, 2024, at Irvine, California.

Signed: 

Title: EVP / COO

FORM G
**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

City of Redondo Beach
Beach Cities Transit Proposal #2425-003

The Primary Participant Transportation Concepts (Name of CONTRACTOR) certified to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not, within a three year period preceding this proposal, been convicted, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for default.

If the primary participant is unable to certify to any of the Statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, Transportation Concepts (NAME OF CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQUA ARE APPLICABLE THERETO.



Signature of Authorized Official

EVP / COO

Title

The undersigned chief legal counsel (or corporate secretary) for the Company hereby certifies that the Company has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.



Signature of Attorney/Secretary

November 22, 2024

Date

FORM H
CERTIFICATIONS OF LOBBYING RESTRICTIONS

City of Redondo Beach
Beach Cities Transit Proposal #2425-003

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub - awards at all tiers (including subcontracts, sub - grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature of Contractor's Authorized Official

Rich Rogers, EVP / COO

Name and Title of Contractor's Authorized Official

November 22, 2024

Date

FORM I
COMPTROLLER GENERAL'S LIST OF INELIGIBLE
CONTRACTORS (REQUIRED)

City of Redondo Beach
Beach Cities Transit Proposal #2425-003

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is **NOT** on the U.S. Comptroller General's list of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name: Parking Concepts Inc., dba Transportation Concepts

Legal Structure (corp./partner/proprietor): Corporation

Principal Office Address: 12 Mauchly, Building I

City, ST, Zip Code: Irvine, CA. 92618

Phone Number: _____

Fax Number: (949) 753-7526

Email: rogers@parkingconcepts.com

Federal Employer Identification Number: 95-2909899

Title of Person Authorized to Sign: EVP / COO

Print Name of Person Authorized to Sign: Rich Rogers



Authorized Signature

November 22, 2024

Date

**FORM J
PROMPT PAYMENT AFFIDAVIT**

**City of Redondo Beach
Beach Cities Transit #2425-003**

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, Rich Rogers (Name), the EVP / COO (Title - e.g. President, Vice President, etc.) of Transportation Concepts ("Company"), do state the following with regard to payments made under Contract No. 2425-003 Ops & Maint. of BCT Services ("Contract"):

1. Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than thirty (30) business days after Contractor received payment from City.
2. Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the City. In addition, Contractor has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City may cause the Payment Request to be rejected by City.)
3. All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than thirty (30) business days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.
5. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor is required to return any retainage payments to those subcontractors after the subcontractor's work related to this contract is satisfactorily completed and within 30 days of Contractor's receipt of the partial retainage payment related to the subcontractor's work. Attach a copy of the written approval from the City.

Transportation Concepts

Company Name


Signature

November 22, 2024

Date

Rich Rogers

Print Name

Subscribed and sworn to before me this _____ day of _____ 2024.

FORM K
DBE PARTICIPATION SCHEDULE

City of Redondo Beach
Beach Cities Transit Proposal #2425-003

The Contractor shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Contractor shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name: N/A _____

Address: _____

Contact Name & Telephone Number: _____

Participation Percent (of Total Contract): _____

Description of Work to be Performed:

Name: _____

Address: _____

Contact Name & Telephone Number: _____

Participation Percent (of Total Contract): _____

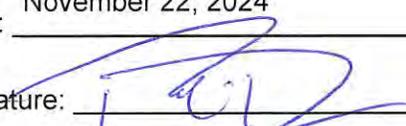
Description of Work to be Performed:

FORM L
DBE UTILIZATION FORM
City of Redondo Beach
Beach Cities Transit Proposal #2425-003

The undersigned Contractor has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The Contractor is committed to a minimum of 0 % DBE utilization on this contract.

Date: November 22, 2024

Signature:  _____

Company Name: Transportation Concepts

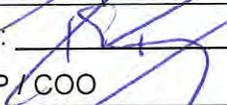
Title: EVP / COO

FORM M

FTA REQUIRED CONTRACT CLAUSE CERTIFICATION

The Contractor certifies that the materials/supplies offered in this procurement comply with all Federal Transit Administration Required Model Contract Clauses listed below:

<input checked="" type="checkbox"/>	1.	No Government Obligation to Third Parties (by Use of a Disclaimer)
<input checked="" type="checkbox"/>	2.	False or Fraudulent Statements or Claims – Civil and Criminal Fraud
<input checked="" type="checkbox"/>	3.	Access to Third Party Contract Records
<input checked="" type="checkbox"/>	4.	Changes to Federal Requirements
<input checked="" type="checkbox"/>	5.	Equal Employment Opportunity
<input checked="" type="checkbox"/>	6.	Termination
<input checked="" type="checkbox"/>	7.	Disadvantaged Business Enterprises (DBE)
<input checked="" type="checkbox"/>	8.	Incorporation of Federal Transit Administration Terms
<input checked="" type="checkbox"/>	9.	Debarment and Suspension (Non procurement)
<input checked="" type="checkbox"/>	10.	Resolution of Disputes, Breaches, and Other Litigation
<input checked="" type="checkbox"/>	11.	Lobbying
<input checked="" type="checkbox"/>	12.	Clean Air
<input checked="" type="checkbox"/>	13.	Clean Water
<input checked="" type="checkbox"/>	14.	Fly America
<input checked="" type="checkbox"/>	15.	Notice to FTA and US DOT Inspector General of Information Related to Fraud, Waste, etc.
<input checked="" type="checkbox"/>	16.	Employee Protections
<input checked="" type="checkbox"/>	17.	Transit Employee Protection Arrangements
<input checked="" type="checkbox"/>	18.	Charter Bus Operations
<input checked="" type="checkbox"/>	19.	School Bus Operations
<input checked="" type="checkbox"/>	20.	Drug Use and Testing
<input checked="" type="checkbox"/>	21.	Alcohol Misuse and Testing
<input checked="" type="checkbox"/>	22.	Energy Conservation
<input checked="" type="checkbox"/>	23.	Recycled Products
<input checked="" type="checkbox"/>	24.	Seat Belt Use
<input checked="" type="checkbox"/>	25.	Distracted Driving
<input checked="" type="checkbox"/>	26.	ADA Access
<input checked="" type="checkbox"/>	27.	Prohibition on Certain Telecommunications Equipment

Signature: 

Title: EVP / COO

Company Name: Transportation Concepts

Date: November 22, 2024

City of Redondo Beach
RFP #2425-003 for Operation and Maintenance of
Beach Cities Transit

FEDERAL CONTRACT CLAUSES

[Clause language is based on FTA Report No. 0105, FTA Best Practices Procurement and Lessons Learned Manual, October 2016, and FY24 CORETAP (FTA Contractor's Manual Triennial Reviews)]

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from this underlying Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49

U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO THIRD PARTY CONTRACT RECORDS

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. CHANGES TO FEDERAL REQUIREMENTS

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City and FTA, as

they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

5. EQUAL EMPLOYMENT OPPORTUNITY

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements

FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. TERMINATION

Termination. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(a) Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:

(1) The Recipient has failed to make reasonable progress implementing the Award;

(2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or

(3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.

(b) Financial Implications. In general, termination of federal assistance for the Award will

not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.

- (c) Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.
- (d) Uniform Administrative Requirements. These termination rights are in addition to and in no way limit the Federal Government's rights to terminate described in 2 CFR § 200.340.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible. 49
5. C.F.R. § 26.13(b).

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the City's written consent; and that, unless the City's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed

DBE. 49 C.F.R. § 26.53(f) (1).

1. **Overview.** It is the policy of the City and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City to:
 - a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 - b. Create a level playing field on which DBE’s can compete fairly for DOT- assisted contracts;
 - c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 - d. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
 - e. Help remove barriers to the participation of DBEs in DOT assisted contracts;
 - f. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
 - g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Agreement is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Agreement. The City shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the City consider during its review of the Contractor’s submission package, the Contractor’s documented history of non-compliance with DBE requirements on previous contracts with the City.

2. **Contract Assurance.** The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate.

3. **DBE Participation**. For the purpose of this Agreement, the City will accept only DBE's who are:
- a. Certified, at the time of bid opening or proposal evaluation, by the Los Angeles Metropolitan Transportation Authority, City of Los Angeles, or the California Unified Certification Program (CUCP); or
 - b. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
 - c. Certified by another agency approved by the City.

4. **DBE Participation Goal**

The City of Redondo Beach DBE participation Overall Goal is 21% and the contract goal is 0%. This goal represents those elements of work for FTA-assisted contracting opportunities by the City performed by qualified Disadvantaged Business Enterprises.

Although the City has not established a contract-specific Disadvantaged Business Enterprise (DBE) goal for this FTA federally funded project, bidders are encouraged to take all reasonable steps to obtain DBE participation and ensure that DBEs can fairly compete for and perform on the City's federally funded contracts and subcontracts as set forth in Part 26, Title 49 CFR.

5. **Proposed Submission**

Each Contractor, as part of its submission, shall supply the following information:

- a. A completed **DBE Utilization Form as provided in Exhibit "A"** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Agreement.
- b. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under this Agreement, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule**. No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval

by the City.

c. An original **DBE Letter of Intent** from each DBE listed in the **DBE Participation Schedule as provided in Exhibit "A"**.

d. An original **DBE Affidavit** from each DBE stating that there has not been any change in its status since the date of its last certification.

6. Good Faith Efforts

If the Contractor is unable to meet the goal set forth in the DBE Participation Goal, the City will consider the Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City will consider as part of the Contractor's good faith efforts include, but are not limited to, the following: Documented communication with the City's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

- a. Pre-bid meeting attendance. At the pre-bid meeting, the City generally informs potential contractors of DBE subcontracting opportunities;
- b. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- c. Written notification to DBE's encouraging participation in the proposed Agreement; and
- d. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Agreement:

- a. The names, addresses, and telephone numbers of DBE's that were contacted;
- b. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- c. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the City.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the Agreement. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the City may take into account the performance of other Contractors in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Contractors, the City may view this as evidence of the Contractor having made good faith efforts.

7. Administrative Reconsideration

Within five (5) business days of being informed by the City that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the City. The City will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

8. Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** without the City's prior written consent. The City may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find

another DBE subcontractor to substitute for the original DBE and immediately notify the City in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with subsection 10 below (Sanctions for Violations).

9. Continued Compliance

The City shall monitor the Contractor's DBE compliance during the life of this Agreement. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the City that** summarize the total DBE value for this Agreement. These reports shall provide the following details:

- a. DBE utilization established for the Agreement;
- b. Total value of expenditures with DBE firms for the quarter;
- c. The value of expenditures with each DBE firm for the quarter by race and gender;
- d. Total value of expenditures with DBE firms from inception of this Agreement; and
- e. The value of expenditures with each DBE firm from the inception of the Agreement by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the City. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Contractor shall permit:

- a. The City to have access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the Contractor and other DBE parties entered into during the life of this Agreement.
- b. The authorized representative(s) of the City, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Agreement.
- c. All data/record(s) pertaining to DBE shall be maintained as provided in Section 14 of this Agreement.

10. Sanctions for Violations

If at any time the City has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- a. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- b. Termination or cancellation of this Agreement, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.
- c.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests by the City which would cause the City to be in violation of the FTA terms and conditions.

9. DEBARMENT AND SUSPENSION (NON PROCUREMENT)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180.

These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted

- Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any agreement that may arise from this offer. The Contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. RESOLUTION OF DISPUTES, BREACHES, AND OTHER LITIGATION

The City and the Contractor shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the City Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The City Representative shall make a written decision regarding the dispute and will provide it to the Contractor. The Contractor shall have the opportunity to challenge in writing within ten (10) working days to City's Executive Director or his/her designee. If the Contractor's challenge is not made within the ten (10) day period, the City Representative's decision shall become the final decision of the City. The City and the Contractor shall submit written, factual information and supporting data in support of their respective positions. The decision of the City shall be final, conclusive, and binding regarding the dispute, unless the Contractor commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

11. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. CLEAN AIR ACT

The Contractor agrees:

- a. It will not use any violating facilities;
- b. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- c. It will report violations of use of prohibited facilities to FTA; and
- d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

13. CLEAN WATER

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn,

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. FLY AMERICA

a. *Definitions.* As used in this clause:

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c. If available, the Contractor, in performing work under this Agreement, shall use U.S.- flag carriers for international air transportation of personnel (and their personal effects) or property.

d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property

by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

e. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this Agreement that may involve international air transportation.

15. NOTICE TO FTA AND US DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ETC.

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of an underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted Project for which this contracted work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a Project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

16. EMPLOYEE PROTECTIONS

The Contractor agrees to comply with applicable transit employee protective requirements, as follows:

A. The Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

B. The Contractor also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

17. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

a. Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

- b. **Contract Work Hours and Safety Standards for Awards Not Involving Construction** The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of four (4) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause

within subcontracts of all tiers.

18. CHARTER BUS OPERATIONS

Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b. FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c. Any other federal Charter Service regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA
- b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c. Any other appropriate remedy that may apply.

Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

19. SCHOOL BUS OPERATIONS

Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or

2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this Agreement that may operate public transportation services.

20. DRUG USE AND TESTING

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before January 31st for the previous calendar year and to submit the

Management Information System (MIS) reports to the Transit Manager by January 31st. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

21. ALCOHOL MISUSE AND TESTING

1. Requirements. The Recipient agrees to comply and assures that its Third Party Participants will comply with:
 - i. Federal transit laws, specifically 49 U.S.C. § 5331;
 - ii. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and
 - iii. Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.
2. Remedies for Non-Compliance. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR Part 655, the

Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

22. ENERGY CONSERVATION

Energy Conservation - Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

23. RECYCLED PRODUCTS

Recovered Materials - The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

24. SEAT BELT USE

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City.

25. DISTRACTED DRIVING

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

applicable dress code, but all employees are expected to be neat and clean and in proper attire or uniform while on duty at all times.

During business hours or when representing PCI, employees must present a neat and tasteful appearance. Employees are expected to dress according to the requirements of their position and accepted business standards. Natural and protective hairstyle, such as braids, twists and locks, are acceptable under this policy.

Some employees, such as drivers, are required to wear uniforms that are mandated by the client. All such employees are expected to be neat and clean and in proper uniform while on the job:

- Drivers must wear shoes that are appropriate for safe driving and safe work activity. Shoes must be dark in color, preferably black, and may not have open toes or heels.
- Uniform shirts are to be buttoned and tucked in.
- Company-provided patches/name tags are to be worn on uniform shirts and jackets.

Employees who are not required to wear a uniform should dress in accordance with business casual standards:

Acceptable dress includes:

- Shirts with collars.
- Slacks.
- Casual dress shoes appropriate to the employee's job requirements. (Note: Valets may wear dark-colored sneakers that are in good condition.)
- Professional length skirts and dresses.

Unacceptable dress includes:

- T-shirts.
- Sweatshirts and sweatpants.
- Overalls and leggings.
- Backless, strapless, halter or off the shoulder dresses or blouses.
- Shorts (unless part of required apparel for the position).
- Flip-flops.
- Ripped, torn or faded clothing.
- Any clothing that is too casual for a professional business environment.

Cosmetics may be worn provided they are not of such a nature as to be considered unusual or excessive. A conservative appearance should be maintained.

Notwithstanding this policy, PCI will reasonably accommodate an employee's religious dress and grooming practices to the extent that such accommodation does not result in undue hardship. Any request for such accommodation should be made to an employee's supervisor or manager, or to the Human Resources Director.

Each supervisor or manager is responsible for maintaining a reasonable dress code appropriate to the job performed. When a supervisor or manager determines that an employee's personal appearance is inappropriate, the supervisor or manager may instruct the employee to leave the workplace until properly dressed or groomed. Under such circumstances, the employee will not be compensated for the time away from work. An employee with questions about what constitutes appropriate appearance should consult with his/her supervisor or manager.

8.18 UNIFORM POLICY

Some PCI employees are required to wear coordinated apparel or a uniform while a work. When coordinated apparel or a uniform is required at the location, it is the employee's responsibility to be in complete and proper apparel at all times while on the job.

EXHIBIT "E"

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Commercial General Liability coverage (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Sexual Abuse or Molestation (SAM) Liability: If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$10,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this program or be twice the occurrence limit.

Automobile Liability: \$10,000,000 per occurrence.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and SAM policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Additional Insured Endorsement:

General Liability: The Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, their officers, elected and appointed officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, their officers, elected and appointed officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the Cities of Redondo Beach, Hermosa Beach, Manhattan Beach and El Segundo, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to

be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "F"
COST PROPOSAL

See attached.

**CITY OF REDONDO BEACH
BEACH CITIES TRANSIT
EXHIBIT F - COST PROPOSAL
ITEM 2: FIXED HOURLY RATE**

Proposing Firm:

Transportation Concepts

Vehicle Revenue Hours in Period	Period 1 42,000	Period 2 42,000	Period 3 42,000	Period 4 42,000	Period 5 42,000	Period 6 42,000
Fixed Hourly Rate Cost Elements						
Driver Wages	1,827,929.69	1,954,443.28	2,071,845.50	2,185,228.03	2,294,092.35	2,408,796.97
Driver Workers Compensation	227,028.87	249,973.30	273,069.24	296,535.44	320,714.11	346,866.76
Driver Health Insurance	129,600.00	136,080.00	142,884.00	150,028.20	157,529.61	165,406.09
Other Driver Fringe Benefits	199,792.71	213,620.65	226,452.71	238,845.42	250,744.29	263,281.51
Maintenance Parts	79,818.05	82,212.05	84,679.20	87,219.50	89,835.80	93,429.23
Maintenance Supplies	4,200.95	4,326.95	4,456.80	4,590.50	4,728.20	4,917.33
Outside Repairs	10,911.54	11,238.89	11,576.05	11,923.33	12,281.03	12,772.28
Other (Specify)						
Towing	5,400.00	5,562.00	5,728.86	5,900.73	6,077.75	6,320.86
Bus Wash / Detail	29,700.00	30,591.00	31,478.14	32,391.01	33,330.34	34,663.56
Support Vehicle Fuel	32,000.05	32,960.00	33,949.00	36,016.00	36,016.00	37,456.64
Driver and Maintenance Uniforms	12,000.00	12,360.00	12,730.80	13,112.72	13,506.11	14,046.35
Maintenance Oil/Fluids	14,400.00	14,832.00	15,276.96	15,735.27	16,207.33	16,855.62
Overhead	76,606.51	85,838.10	91,089.64	96,067.79	101,116.57	105,161.23
Profit/Fee	43,355.50	45,977.63	48,416.96	50,840.85	53,192.05	55,319.73
Total Hourly Costs	\$2,692,743.87	\$2,880,015.85	\$3,053,633.86	\$3,224,434.80	\$3,389,371.54	\$3,565,294.15
2 Fixed Hourly Rate (Total hourly costs /VRH in Period)	\$64.11	\$68.57	\$72.71	\$76.77	\$80.70	\$84.89

Note: Listing of typical cost items on this provided form does not require Contractor to provide this position, utility or service.

EXHIBIT "G"

**OUT OF CONTRACT NON-DRIVING RATES DIRECTLY ARISING OUT OF
FEDERAL, STATE OR LOCAL EMERGENCIES**

See attached.

CITY OF REDONDO BEACH
 BEACH CITIES TRANSIT
 Request for Proposal

EXHIBIT G - OUT OF CONTRACT NON-DRIVING RATES DIRECTLY ARISING OUT OF FEDERAL, STATE OR LOCAL EMERGENCIES
ITEM 5: NON-DRIVING SERVICE - FIXED HOURLY RATE

Proposing Firm: Transportation Concepts

	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>	<u>Period 4</u>	<u>Period 5</u>	<u>Period 6</u>
<u>Non-Driving Service - Fixed Hourly Rate Cost Elements</u>						
Driver Wages	43.52	46.53	49.33	52.03	54.62	57.35
Driver Workers Compensation	5.41	5.95	6.50	7.06	7.64	8.26
Driver Health Insurance	3.09	3.24	3.40	3.57	3.75	3.94
Other Driver Fringe Benefits	4.76	5.09	5.39	5.69	5.97	6.27
Other (Specify)						
5 Non-Driving Service - Fixed Hourly Rate	\$56.77	\$60.81	\$64.63	\$68.35	\$71.98	\$75.82

Note:

Out-of-contract non-driving services directly arising out of any emergency declared by Federal, State or local agencies, such as additional services beyond the requirements described in "Exhibit B", are subject to the rates set forth above.

EXHIBIT "H"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "H" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.