

**REQUEST FOR PROPOSALS  
FOR THE CITY OF CAPITOLA**



**SUMMER SHUTTLE BUS  
SERVICE OPERATION**

**DEADLINE FOR SUBMISSION:  
Thursday, February 13, 2020 at 5:00p.m.**

City of Capitola  
Public Works Department  
420 Capitola Avenue  
Capitola, CA 95010

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# **REQUEST FOR PROPOSALS 2020 SUMMER SHUTTLE BUS SERVICE OPERATIONS**

## **INTRODUCTION**

The City of Capitola is accepting proposals from public and private transportation service operators to provide a fixed route summer shuttle bus service (May through September) for the City.

All proposals must be submitted to the Public Works Director at City Hall, 420 Capitola Avenue, Capitola, CA 95010 by 5:00 PM on Thursday, February 13, 2020. All proposals must be enclosed in a sealed envelope and clearly identified with proposal title, name of the proposer, and date of the proposal closure. Responding companies shall be solely responsible for any expenses incurred in preparing proposals in response to this request.

The City reserves the right to make the selection based on its sole discretion. There will be no public opening and reading of proposals. Based on the City's review of the proposals a recommendation will be made to the City Manager. The City Manager will make a recommendation to the City Council, which awards agreements of this nature.

It is the intent of the City to award the contract for the 2020 summer season, Memorial Day Weekend through mid-September with the option to renew the contract annually for up to a total of five years with mutual consent of both parties. Proposals will be considered only from parties that are free of all obligation and interests that may conflict with the best interest of the City of Capitola and have the capacity to provide services on a timely basis.

## **BACKGROUND**

The City of Capitola is in Santa Cruz County along the northern portion of Monterey Bay. Capitola Village, a quaint commercial and residential district that is located adjacent to Capitola Beach serves as a primary visitor destination and is utilized by many residents daily. During the summer months, the parking in the Village is in constant use, with cars waiting for spaces availability. Parking along the beach front on the Esplanade is typically full on any given day. The demand for parking is from a combination of restaurants, unique shops, Capitola Beach and the Wharf. During the summer months Capitola Village is host various events including the Capitola Art & Wine Festival, held the second weekend of September. The transportation service operator is to provide additional shuttle buses for this festival weekend, transporting riders from a parking lot at the Capitola Mall to Capitola Village.

## **SCOPE OF SERVICES**

Please refer to [Attachment 1](#) for the Specifications and Agreement of the scope of services.

Complete and include the following table in your proposal:

| Item         | Description  | Unit     | Quantity | Unit Price | Total Price |
|--------------|--|----------|----------|------------|-------------|
| 1            | Summer Beach Shuttle Service<br>Saturday, Sunday and Holidays<br>Memorial Day Weekend to Mid-September | Hours    | 390      | \$         | \$          |
| 2            | Art & Wine Festival<br>Six (6) buses<br>2 <sup>nd</sup> weekend of September                           | Hours    | 85       | \$         | \$          |
| 3            | Signs for each bus<br>Excluding Art & Wine Festival signs<br>provided by the City & Capitola Chamber   | Per Sign | 2        | \$         | \$          |
| <b>TOTAL</b> |  |          |          |            | \$          |

In your proposal please provide the following information:

- A. Details of the company, including its history and experience with operating similar shuttle programs.
- B. Identify the project operations manager, office location and the vehicle dispatch location if different.
- C. A fee proposal broken down to an hourly rate. Fee shall include all costs necessary to provide the specified service including but not limited to equipment fuel, operators, insurance, maintenance, overhead and profit.
- D. Provide proof of ability to meet liability insurance requirements of \$2,000,000 for General Liability and Automobile.
- E. References with a contact phone number of shuttle service customers.

## EVALUATION OF PROPOSALS

Proposals will be evaluated based on the following:

- Quality and completeness of the proposal;
- Demonstrated ability to meet the requirements of the agreement;
- Demonstrated qualifications and experience of the company and its employees;
- Price of services;
- References

## CONDITIONS AND STIPULATIONS

The City reserves the right to reject any and all proposals, cancel all or part of this RFP, and waive any non-material irregularities or informalities and to request additional information and clarification regarding any particular service from the proposing transportation service operator.

The City reserves the right to reject any proposal for any reason. The proposal should be the best effort possible by the transportation service operator, since the City reserves the right to award the contract with no further negotiations. Conversely, the City reserves the right to negotiate with the selected transportation service operator any additional terms and conditions not contained in their proposal,

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which are in the best interest of the City or to otherwise revise the scope of this RFP. All proposals, whether accepted or rejected, shall become the property of the City of Capitola. All proposals received become public records. The City's decision to award a contract will be based on many factors including, but not limited to service, cost, experience, ability to deliver, and for any other reason deemed by the City staff to be in the best interest of the City. No single factor, such as cost, will determine the final decision to award a contract. This RFP and the transportation service operator's responses, including all promises, warranties, commitments, and representations made in the selected proposal, shall become binding contractual obligations, and will be incorporated by reference in the final agreement between the City of Capitola and the transportation service operator. All terms and conditions not specifically identified as exceptions will be considered acceptable to the transportation service operator.

#### ESTIMATED TIMELINE (Dates are subject to change)

|                             |                           |
|-----------------------------|---------------------------|
| Distribution of RFP         | January 21, 2020          |
| Proposal Closing Date       | February 13, 2020         |
| Review and selection        | Week of February 17, 2020 |
| City Council contract award | February 27, 2020         |
| Commencement of service     | May 23, 2020              |

#### CONTACT

Should you have any questions about this RFP or the selection process, please submit questions:

Danielle Uharriet  
Environment Projects Manager  
Phone: 831.475.7300 x 218  
Email: duharriet@ci.capitola.ca.us

#### SUBMISSION INFORMATION

Proposals must be submitted to:

**City of Capitola  
Public Works Department  
Attention: Steven E. Jesberg, Public Works Director  
420 Capitola Avenue  
Capitola, CA 95010**

**All proposals must be delivered no later than 5:00 p.m. on Thursday, February 13, 2020.  
Late submissions or proposals delivered via email will not be accepted.**

#### ATTACHMENTS

Attachment 1 – Draft Specifications and Agreement  
Attachment 2 – Regular Summer Shuttle Route Map  
Attachment 3 – Festival Alternative Summer Shuttle Route Map  
Attachment 4 – Art & Wine Festival Summer Shuttle Route Map  
Attachment 5 – Sample Ridership Tally Sheet

Thank you for your interest in working with the City of Capitola for the Summer Shuttle Bus Service. We look forward to receiving your proposal.

**DRAFT**  
**SPECIFICATIONS AND AGREEMENT**

WHEREAS, the City of Capitola, hereinafter called "City," as a local transit operator, has determined that it is in the best interest of the City and its riding public to utilize a contract with a transportation provider to provide fixed route transportation services;

WHEREAS, to implement the program, specifications were developed and proposals were solicited from both public and private operators interested in providing such transportation services, and in response to such solicitation of proposals and subsequent contract negotiations, \_\_\_\_\_, has been selected to enter into a contract with the City to provide fixed route transportation services as hereinafter set forth.

NOW THEREFORE, the parties hereto intending to be legally bound agree and covenant as follows:

**I. BASIC AGREEMENT**

\_\_\_\_\_, hereinafter called "Contractor," hereby covenants and agrees to perform certain fixed route transportation services as hereinafter described, for the benefit of the City and in consideration thereof, the City agrees to provide compensation to the Contractor in accordance with the terms and conditions set forth herein. These services shall be known as "Summer Shuttle Bus Service," and shall operate for a period of one (1) season. The contract shall commence on \_\_\_\_\_ and end on \_\_\_\_\_. The contract may be extended for an additional four (4) seasons (5 years total) upon mutual consent from the contractor and the City.

**I.1 BASIC HOURS OF SERVICE**

Shuttle bus service shall be provided from 10:00 a.m. to 8:00 p.m. on weekends (Saturday and Sunday) and holidays from Memorial Day weekend through mid-September (actual dates vary); holidays include Memorial Day, 4<sup>th</sup> of July, and Labor Day. The City reserves the right to permanently change the hours of service with 30 days written notice to the Contractor (390 est. total hours).

**I.2 ART & WINE FESTIVAL**

Shuttle bus service shall be provided from 9:30 a.m. to 8:00 p.m., Saturday and 9:30 a.m. to 7:00 p.m., Sunday mid-September (festival date varies; 85 est. total hours). The Contractor shall supply six (6) shuttle buses for each day of the festival and utilize a modified route.

**I.3 TEMPORARY CHANGES IN HOURS OF SERVICE**

For special events like the Capitola Car Show, Wharf-to-Wharf Race, Capitola Beach Festival and the Art and Wine Festival, which are held during the summer months in Capitola Village, temporary changes in the hours of operation and route will be necessary. These changes usually take the form of either delays in the start of service or the extension of service beyond the basic hours of service. Route changes can also be anticipated during these events. The City shall determine the hours of service necessary for any special events and notify the Contractor in advance of any changes. The Contractor shall not receive any additional compensation due to these changes and will only be paid at the unit contract price for actual hours of service provided.

#### I.4 NUMBER OF SHUTTLE BUSES

The Contractor shall supply the number of shuttle buses requested by City. A minimum of one (1) shuttle shall operate every day specified in the Basic Hours of Service. The City reserves the right to request additional shuttle operations based on demand. Under this contract the City may require up to three shuttles. The Contractor shall supply six (6) shuttles for the Art and Wine Festival. Compensations will be based on total hours of individual shuttle operation.

#### I.5 TYPE OF SHUTTLE

The shuttle vehicle shall carry a minimum of 20 passengers with one space designated for wheelchairs. Larger vehicles such as a 32-passenger trolley bus or similar vehicle will be considered. At the City's option and expense, the City may choose to apply decals or skins to increase the visibility of the shuttle. The cost of decals and skins shall be negotiated with the selected vendor.

#### I.6 SERVICE AREA

The service area included the City of Capitola, along the designated routes.

#### I.7 ROUTES

The shuttle route will be determined by the City. The primary route is a Beach Shuttle Route as shown on Attachment 1. This route may be modified by the City with advance notice to the Contractor. The Contractor may make variances in the shuttle route due to local traffic conditions if all designated stops are serviced. The City may designate temporary changes in the route to accommodate local road closures that may occur during special events in the Village, the Art & Wine Festival or other conditions shown on Attachment 2 and 3.

#### I.8 FARES

Fares are not to be charged.

#### I.9 SIGNAGE

All buses used shall display 2 signs as follows:

| LOCATION | SIZE      | VERBAGE          |
|----------|-----------|------------------|
| Side     | 72" x 24" | Capitola Shuttle |
| Side     | 72" x 24" | Capitola Shuttle |

All letters shall be 12" minimum. Contractor shall submit sign designs to the City for selection and approval before the signs are made.

#### I.10 RIDERSHIP COUNTS

Driver shall count and maintain a daily account record of all passengers serviced. Counts shall be tabulated and provided to City on a weekly basis, on a form provided by the City shown on Attachment 4.

## II. ADMINISTRATION

### II.1 BILLING

The Contractor shall bill the City monthly for the number of hours of service provided hereunder.

Following preliminary verification of the invoice, the City will pay the Contractor within 30 days from the date of submission. The City may at any time, conduct an audit of any and/or all records kept by Contractor for this service. Any overpayment uncovered in such an audit may be charges against the Contractor's future invoices. The City may withhold payment for services it believes were improper, failed to meet service specifications or are otherwise questionable. Contractor will not bill or be paid for unserved trips.

Contractor's bill shall be based upon the number of actual hours of service completed, as verified by City. Overtime, or hours of operation beyond the basic amount, without prior approval of the City will not be paid.

### II.2 TERMS OF COMPENSATION

The City shall pay to the Contractor the amount of \$\_\_\_\_\_ per hour of service. Adjustment to the compensation described above shall be made upon verification of additional service provided and performed in accordance with the terms and conditions of this contract as noted elsewhere in the Agreement.

If the contract is extended as prescribed in this contact, annual renewals will include a CPI increase based on the San Francisco-Oakland-San Jose CPI-W, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

### II.3 SUBMISSION OF INVOICES

Invoices for payment shall be so marked, include a reference to this contract purchase order number, and shall be consecutively numbered and forwarded to: [ap@ci.capitola.ca.us](mailto:ap@ci.capitola.ca.us) The Contractor will invoice the City on a monthly basis. Invoices must be accompanied by an itemized list of days that service was provided and hours of service. The City will pay the Contractor within 30 day of receipt of the invoice.

### II.4 SMOKING/VAPING/EXPECTORATING/DRINKING

Smoking, vaping, expectorating, and consumption of alcoholic beverages by drivers or passengers while on board any vehicle engaged in performing service for the City is prohibited. Rude, offensive, and abusive language or behavior is also prohibited. Driving while under the influence of drugs and /or alcohol is prohibited. The City shall exclude any driver from this program who is found to be driving under the influence of drugs and/or alcohol, and whose personal behavior violates the smoking, vaping, expectorating provisions.

### II.5 INCLEMENT WEATHER POLICY

In the event that weather conditions are such that service must be temporarily suspended to ensure the safety of riders and drivers, the Contractor shall immediately notify the City to that effect. The Contractor shall assume responsibility for making a best faith attempt to contact any riders who may be at intermediate destinations and shall endeavor to provide such transport if safety and prudence permit.

### II.6 COMPLAINTS

The Contractor is required to respond verbally or in writing to all rider complaints received from the City or individual riders. The Contractor is required to notify the City of any corrective action that was taken

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to ensure that the cause of any valid complaint will be eliminated. All written responses must be signed or cosigned by the person a complaint is against. If the City requests a written response to a complaint the Contractor must respond in writing within 14 calendar days.

The City will not ask the Contractor to investigate complaints by riders about on-time performance when the actual pick up and/or drop-off time for trips is reported to be 10 or fewer minutes from the scheduled time.

## II.7 CONFIDENTIALITY OF CLIENT INFORMATION

Any and all information regarding any individual person served by the City is strictly confidential. It shall not be released to any party in any form without the authorization of the individual and/or the agency sponsoring the individual's transportation.

## II.8 ADVERTISING

The contractor shall display shuttle information for the public provided by the City in all shuttles operating.

The contractor may sell advertising within the vehicle the City's prior written approval.

### III. PERSONNEL

#### III.1 PERSONNEL

The Contractor shall be solely responsible for the provision of and satisfactory work performance of all employees as described by contract or any reasonable performance standard established by the City; and shall be solely responsible for payment of all employee's and/or subcontractors' wages and benefits. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and social security. The City shall have the right to demand removal from the program, for reasonable cause, any personnel furnished by the Contractor. The Contractor shall not, absent prior written notice to, and consent by the City remove or re-assign any key management personnel identified in its proposal (e.g. Program manager) at any time prior to or after execution of the contract.

#### III.2 KEY EMPLOYEE

The Contractor must employ an individual whose major duties include the direction of services performed for the City. This key employee will be required to successfully complete all sensitivity training for both drivers and office personnel and all program, office and automation training, and must have decision-making powers for the Contractor. The key employee will be required to attend such meetings as are required by the City, provided that 48-hour notice is given. If the key employee is unable to attend a given meeting, another person vested with decision-making powers must attend.

#### III.3 OFFICE PERSONNEL AND PROCEDURES

The Contractor shall supply a sufficient number of employees to staff the office at all required times. The Contractor will be responsible for training these employees and making sure that all program policies and procedures are understood. Sufficient office staff must have dispatch capabilities. Each of the Contractor's non-driving employees who have direct day-to-day interaction with the public will be required to attend a one-day sensitivity training program approved by the City. Personnel with dispatch capabilities will staff the Contractor's office from at least one hour before the first scheduled pick up until at least one hour after the final scheduled drop-off.

#### III.4 DRIVERS AND DRIVER TRAINING

The Contractor shall supply a sufficient number of properly qualified personnel to operate the equipment and to provide the services required.

The driver-training program will consist of the following and is the responsibility of the Contractor:

Behind the wheel (defensive driving). Minimum two days, including classroom instruction;

Sensitivity training – minimum one-day classroom and one-half day "hands-on", including lift training;

The Contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The city requires that drivers receive at least their defensive driver training and the "hands-on" portion of sensitivity training prior to providing any service in this program. All remaining driver training must be completed no more than thirty (30) days after any given driver begins providing service. Refresher training is required for all drivers on an annual basis. More frequent re-training may be required, as necessary.

### III.5 MINIMUM DRIVER STANDARDS/DRUG SCREENING/ANNUAL PHYSICAL EXAMINATION

Prior to acceptance of a driver for this program a current motor vehicle report (MVR) from the Secretary of State must be submitted to the City and each operator participating in the program, without exception, must meet the following conditions.

All drivers must be properly licensed in the State of California to provide this type of service and be at least 21 years of age. A written record from the State Motor Vehicles Department must be submitted to the City annually for each driver. Drivers who do not meet the following minimum criteria may not participate in the program:

1. No more than three moving violations within the last 36 months;
2. If a license has ever been revoked, must have 5 subsequent years with no violations;
3. Under no condition will an applicant be accepted as a driver for this program if (1) he/she has been convicted of a felony, (2) and/or has been convicted of a drug or alcohol offense.

### III.6 PROPER HYGIENE

All operators in the program must practice good hygiene, are required to be neat, clean, and well-groomed and are responsible for the proper care and cleaning of the garments they wear while on duty.

## VI. VEHICLES, FACILITY AND MATERIALS

### VI.1 VEHICLES

All vehicles must be able to carry a minimum 20 persons, with at least one space designated for wheelchairs.

### VI.2 CLEAN EQUIPMENT

All equipment used in the program must be kept clean and be cleaned regularly. If City identifies a vehicle used in service that is not clean, the Contractor shall immediately remove the vehicle from service when requested verbally or in writing by City.

### VI.3 RADIO STANDARDS

The Contractor must provide two-way radio communication equipment for every vehicle to be used in provision of service for the City. The Contractor is required to provide the City with its radio frequency number(s) used to communicate/dispatch its vehicles used under this contract.

### VI.4 IDENTIFICATION OF VEHICLES VIA SIGNS

Vehicles used in this program are required to display 2 signs supplied by the Contractor in addition to whatever numbers and symbols they may display for other services. The signs shall be approved in advance by the City. Full compensation for furnishing the signs shall be considered as included in the contract unit price (Proposal Item #3).

### VI.5 REMOVAL OF VEHICLES

The City may order, either verbally or in writing, the immediate removal from service any vehicle that the City determines, in its sole discretion, does not meet the City's vehicle specifications, is unsafe, or not in compliance with any Federal, State, or local laws, inspections or regulations.

### VI.6 LAWS, ORDINANCES AND REGULATIONS

It shall be the responsibility of the Contractor to assure that all Federal, State and local laws, regulation, ordinances, licenses, or inspections governing vehicles in this service are complying before service is begun and always covered by the period of this contract.

### VI.7 APPROVAL BY CITY ENGINEER/EXCEPTIONS

Exceptions to any of these requirements shall require prior approval by City Engineer. Use of any vehicle in the program also requires prior approval of City Engineer. No exceptions that adversely affect safety will be made. The City will inspect any vehicle for program use approval within 14 working days of the Contractor's request.

### VI.8 SAFETY/INSPECTIONS

The Contractor shall perform daily safety inspections of vehicles prior to beginning the day's service. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The City reserves the right to insure vehicles are being maintained properly and are in safe operating condition. If a vehicle fails inspection, it is barred from service until the problem(s) are corrected. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. The City may inspect vehicles at any time and may bar a vehicle from service until problem(s) are corrected.

## VI.9 DAMAGE

All damage to vehicle shall be repaired within 30 days of occurrence in a high-quality manner, regardless of cause.

## VI.10 CONTRACTOR SUPPLIED VEHICLES

It is the intent of these requirements that the Contractor operate vehicles which will provide safe, dependable, and comfortable transportation for the passenger. Therefore, these requirements outline minimum vehicle requirements for vehicles used by the Contractor in the provision of transportation for this program. Requirements are as follows:

### VI.11 SPARE VEHICLES

The Contractor is required to have, at its immediate disposal, at least 1 spare vehicle. Vehicles must be able to carry a minimum of 20 persons and maintained to the previously stated standards. It is the Contractor's responsibility to ensure that sufficient fleet vehicles are available to meet service requirements.

The Contractor shall make available a back-up vehicle for disabled access. The vehicle shall fully conform to ADA requirements. The back-up vehicle shall be available within 20 minutes of dispatch.

### VI.12 HEAD ROOM

Ample head room is to be provided to accommodate tall (6'6") wheelchair passengers during entry and transport.

### VI.13 TIE DOWNS

Wheelchair tie-downs systems are subject to the inspection and approval of the City. No chains, blocks, wheel wells, or eye hooks shall be used in the tie down system.

### VI.14 LIFTS

Lifts for passenger loading must be hydraulic, electric or a combination of the two, and must be of the latest design. All current safety features are to be incorporated including: stop gate sensitive edges, manual controls, handrails, interlocks to prevent movement and shall be operable only in park. The lift to be used shall have been tested and be capable of safely lifting to 1,000 pounds. If electronic lifts are utilized, they shall also be capable of manual raising and lowering. If lifts are mounted for entry through the rear door of a vehicle, the vehicle must have flashing light signaling capability, mounted near the roof line, to be used during loading and unloading.

### VI.15 AGE

No vehicle shall be more than 10 model years old.

### VI.16 WARNING LIGHTS

An audible alarm and external flashing light (hazard warning) shall be incorporated to alert passengers of lift operation. The audible alarm is to sound only during lift motion. The hazard warning lights shall be illuminated whenever power to the lift is turned on.

### VI.17 WHEELCHAIR ACCOMMODATIONS

Vehicles intended for servicing wheelchair users must be able to accommodate standard, electric, three-wheelers, (Amigo types), and recent model light alloy wheelchairs. The wheelchair capacity of any given vehicle is left to the discretion of the Contractor so long as enough vehicles are available to

service the trip demands of wheelchair users who can and cannot transfer out of the wheelchair during the trip.

#### VI.18 WHEELCHAIR TIE DOWN & SAFETY BELT REQUIREMENT

A wheelchair tie-down system must be in place in all vehicles used for wheelchair users who do not transfer out of the wheelchair during the trip. The tie-down system must (a) enable the chair and the occupant to be secured independently of each other; (b) not have metal to metal contact of the tie-down mechanism and the chair; and (c) secure the chair at the strongest points of the chair frames, and not at the wheels.

A safety belt for each rider is required and drivers are required to ensure that the safety belts of each passenger are fastened. For wheelchair occupants, the safety belt must be independent of the wheelchair tie-down system and must be designed for release by an occupant who can release a standard clasp belt buckle.

#### VI.19 SEATS

Bench seats utilized for passengers must be equipped with a strap or a pull for balance.

#### VI.20 DOME LIGHTS

Interior dome lights are required for all vehicles.

#### VI.21 MANEUVERABILITY

Each vehicle must be able to maneuver in narrow one-way streets.

#### VI.22 SPARE TIRE

Each vehicle must carry a spare tire, in good conditions, and the necessary equipment for removing and mounting a tire.

#### VI.23 RADIO REQUIREMENT

Each vehicle must have a working two-way radio.

#### VI.24 INSPECTIONS REQUIREMENT/STATE OF CALIFORNIA

Each vehicle must pass State of California Department of Transportation inspection required for non-emergency medical transportation livery permits. Current inspection stickers must be displayed by all vehicles.

#### VI.25 FIRE EXTINGUISHER

Each vehicle must carry a full portable current inspected fire extinguisher.

#### VI.26 TRANSMISSION REQUIREMENTS

All vehicles shall be equipped with a heavy-duty automatic or manual transmission. The transmission shall be properly mated with the engine furnished. Controls and internal parts shall be adequately designed and adjusted to provide smooth power shift accelerations without damage, and to prevent output torque when the selector lever is in neutral position.

#### VI.27 AIR CONDITIONING

The vehicle heating and air conditions systems shall be designed to provide passenger comfort within the vehicle. Both heated and air-conditioned air shall be evenly distributed in the vehicle interior.

Blowers shall be of sufficient size to evenly distribute air without creating drafts or blowing excessively on the passengers. Any vehicle with an inoperable air conditioning or heating system shall not be used for service. Each vehicle must use their air conditioning and/or heating system as weather conditions and passenger comfort dictate.

#### VI.28 MIRRORS

A fully adjustable mirror shall be installed on each exterior side of the vehicle. An interior rear-view mirror shall be mounted ahead of and to the right of the operator's position to provide a general view of the interior of the vehicle.

#### VI.29 ROOF STRENGTH

The vehicle roof strength must be such that the likelihood of roof collapse in a rollover accident is minimized.

#### VI.30 FACILITIES

Contractor shall provide suitable facilities with which to operate the service. This includes maintenance and storage facilities. All furnishings, equipment and supplies are the responsibility of the Contractor.

#### VI.31 FUELS AND MATERIALS

All fuels, lubricant, parts, materials, etc. required for the performance of this contract shall be supplied by Contractor. Diesel operated vehicles must employ diesel particulate filters and utilize lower sulfur diesel fuel.

## VII. INSURANCE AND BONDS

### VII.1 INSURANCE

The Contractor shall be required to carry insurance (and furnish proof thereof) to the following minimum limits:

- a) Worker's Compensation  
Coverage A – Statutory
- b) Comprehensive General Liability (Including Contractual Liability and Independent Contractors)  
Bodily Injury Liability:
  - Each Person \$2,000,000.00
  - Each Accident \$2,000,000.00Property Damage Liability:
  - Each Accident \$2,000,000.00
- c) Automobile Liability  
Bodily Injury Liability:
  - Each Person \$2,000,000.00
  - Each Accident \$2,000,000.00Property Damage Liability:
  - Each Accident \$2,000,000.00  
Or \$2,000,000.00 Combined Single Limit
- d) Uninsured/Underinsured Motorist  
\$ 500,000.00
- e) Medical Payments:
  - Each Person \$ 50,000.00

All deductible payments are responsibility of Contractor. The City shall be named as additionally insured on all liability policies. All accidents must be reported to the City within 24 hours of the occurrence.

Each policy of insurance shall contain the following clauses: "It is agreed that these policies shall not be canceled, nor the coverage reduced until thirty (30) days after the City shall have received written notice of such cancellation or reduction by certified mail."

The Contractor will provide the City documentation proving insurance coverage, in a form approved by the City within 30 days of notice of contract award or 10 days before commencing transportation services, whichever occurs first.

### VII.2 CLAIMS

If, as a result of any operation performed under this contract, a claim is made against the City or the Contractor, the Contractor must verbally notify the City, with a complete and accurate description of the



incident, within 24 hours. A written verification of such claim must be submitted to the City within 36 hours. The City shall notify the Contractor of any claims reported directly to the City within 48 hours of receipt of the claim.

### VII.3 ACCIDENTS

All passengers and vehicle related accidents involving any property damage or personal injury resulting from service provided under this agreement must be verbally reported, immediately, and verified, in writing, to the City with a complete report on the incident, including any forms provided by the City for the purpose, within 24 hours of the occurrence. The City shall notify the Contractor of any accident reported directly to the City within 24-hour notice of the accident.

### VII.4 PERFORMANCE BOND

Bonding requirements have been waived for this project.

## VIII. ADDITIONAL CONTRACT TERMS AND CONDITIONS

### VIII.1 CANCELLATION OF CONTRACT

a) The City reserves the right to cancel the contract resulting for cause by written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with enough time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the City.

b) The City may terminate any contract resulting for this procurement, in whole or part, whenever it shall determine that such termination is in the best interest of the City. Any such termination shall be affected by delivery to the Contractor of a notice of termination specifying the extent to which performance under the contract is terminated, and the date upon which such termination become effective.

In the event of any termination, the City shall pay the agreed rate only for services delivered up to the date of termination. The City has no obligation to the Contractor, or any kind, after the date of termination.

### VIII.2 DISCLAIMER OF LIABILITY

The City will not hold harmless or indemnify the Contractor for any liability whatsoever.

### VIII.3 INDEMNIFICATION AND HOLD HARMLESS

The Contractor agrees to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

### VIII.4 LAW GOVERNING

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of California.

### VIII.5 ANTI-DISCRIMINATION CLAUSE

The Contractor shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

### VIII.6 SUBLETTING OF CONTRACT

This contract shall not be sublet except with the written consent of the City. No such consent shall be construed as making the City a party to such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontractor shall, under any circumstances, relieve the Contractor of his

liability and obligation under his contract, and all transactions with the City must be through the General Contractor.

#### VIII.7 LICENSING AND PERMITS

The Contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the contract.

#### VIII.8 ASSIGNMENT/TRANSFER OF INTERESTS

There shall be no assignment/transfer of interests or delegation of the Contractor's rights, duties, or responsibilities of Contractor under this contract without prior written approval of the City.

#### VIII.9 REGULATORY REQUIREMENTS

The Contractor shall comply with all Federal, State, and local licensing and/or regulatory requirements (including permits) for the provision of transit services.

#### VIII.10 EQUAL OPPORTUNITY

The Contractor will always abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended, Executive Order 11375 and as supplemented in Department of Labor Regulations 41CFR Part 60 and of the rules, regulations, and relevant orders of the Secretary of Labor.

#### VIII.11 LACK OF FUNDS CLAUSE

The City may cancel or reduce the amount of service to be rendered if such action, in the City's determination, in the City's best interests, or there be a lack of funding available for the service. In such event, the City will notify the Contractor in writing thirty (30) days in advance of the date such actions are to be implemented.

#### VIII.12 SEVERABILITY

In the event any provision of the contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

#### VIII.13 SAFETY POLICY

The Contractor shall always abide by the Contractor's written safety policy as described in materials submitted during the procurement process for this contract and as approved by the City.

#### VIII.14 INDEPENDENT CONTRACTOR

Under the terms of this contract, the Contractor is an independent contractor and has and retains control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than City employees, assisting in the performance of its services hereunder. The Contractor agrees to be solely responsible for all matters relating to payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation and all other regulations governing such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees and any and all subcontractors, if any, during the life of this contract. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be

eligible for enrollment in CalPERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

#### VIII.15 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the Contractor in any one or more instances to enforce one or more of the terms or conditions of the contract documents or to exercise any of its rights or privileges, or the waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

#### VIII.16 INTERPRETATION, JURISDICTION, AND VENUE

This contract and other contract document shall be construed and interpreted solely in accordance with the laws of the State of California. The Contractor hereby consents and submits to the jurisdiction of the appropriate courts of California for adjudication of any suit, right or cause of action arising under or in connection with the contract documents.

#### VIII.17 INSPECTION OF WORK

a) All works (which term through this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall always be subject to inspection and test by the City to the extent practicable and places during the term of the contract. All inspections by the City shall be made in such a manner as not to unduly delay the work. The City shall have the right to enter the Contractor's premises for the purpose of inspecting and auditing all data and records which pertains to the Contractor's performance under this contract. The City shall also have the right to enter Contractor's premises for the purpose of inspecting vehicles owned by the Contractor that are used to provide service under this contract.

b) If any work performed hereunder is not in conformity with the requirements of this contract, the City shall have the right to require the Contractor to perform the work again in conformity with the requirements of the Contract at no additional increase in the total contract amount. When the work to be performed is of such a nature that the defect cannot be corrected by re-performance of the work, the City shall have the right to 1) require the Contractor to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the contract; and 2) reduce the contract price to reflect the reduced value of the work performed. In the event the Contractor fails promptly to perform the work again or to take necessary steps to ensure future performance of the work in conformity with the requirements of the contract, the City shall have the right to either a) by contract or otherwise have the work performed in conformity with the contract requirements and charge to the Contractor any costs to the City that is directly related to the performance of such work, or b) terminate this contract for default as provided in the clause of the contract entitled "Cancellation of Contract."

#### VIII.18 COMPLIANCE WITH LAWS AND PERMITS

The Contractor shall give all notices and comply with all existing and future Federal, State, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the contract, including, but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Contractor shall furnish to the City certificates of compliance with all such laws, orders, and regulations.

VIII.19 Blank

VIII.20 SUBCONTRACTING

The Contractor shall obtain the City’s written consent prior to entering any subcontract affecting the service. The City reserves the right to require certain clauses be placed in any subcontracting agreements affecting the service provided under this contract.

VIII.21 CONTRACT RENEWAL

The City shall notify the Contractor by November 30<sup>th</sup> of each year indicating its intent on renewing the contract for additional years. The Contractor shall consent to the renewal by December 31<sup>st</sup> of each year.

VIII.22 RATE ADJUSTMENTS

The hourly rate will be adjusted annually by the Consumer Price Index (CPI) for San Francisco-Oakland-Hayward for Urban Wage Earners and Clerical Workers, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Additional rate adjustments may be requested by the Contractor with each renewal and must be substantiated with documents cost increases, such as fuel costs. Any request by the Contractor for additional rate increases, above the CPI increase, must be received in writing by the City by December 31<sup>st</sup> of each year. The City reserves the right to reject the rate increase and may either negotiate with the Contractor or publicly solicit for new proposals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made, effective and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by their respective authorized officials.

\_\_\_\_\_  
Benjamin Goldstein,  
City Manager

\_\_\_\_\_  
Contractor  
  
\_\_\_\_\_  
Title

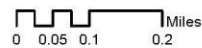
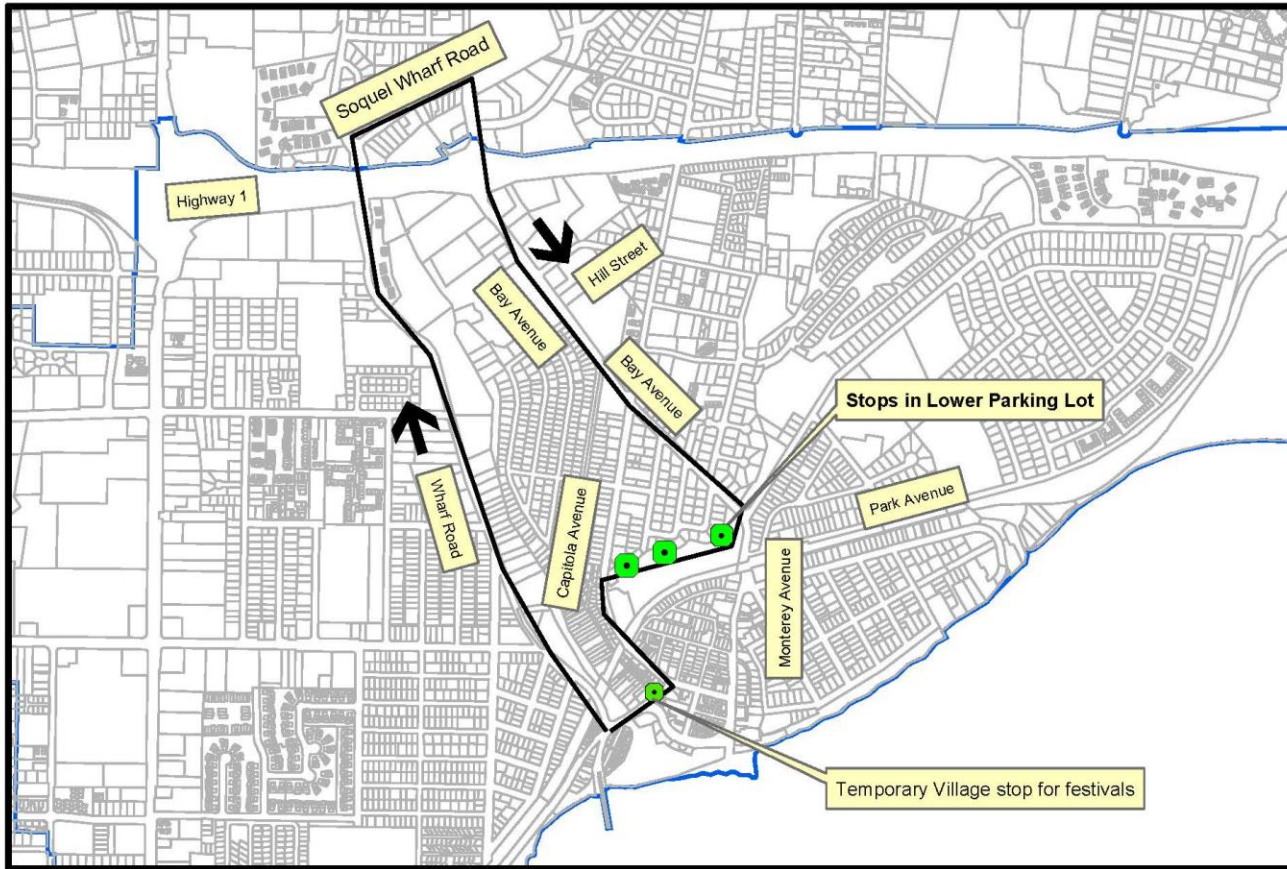
Approved as to form:

\_\_\_\_\_  
Samantha Zutler  
City Attorney



# Beach Shuttle - Alternate Route Map

For Use During Festivals Involving Closure of Capitola Avenue



City of Capitola

# Art & Wine Festival Shuttle Route

