



AGENDA REPORT

CITY OF SAN CLEMENTE

City Council Meeting

910 Calle Negocio
2nd Floor
San Clemente, California
www.san-clemente.org

Meeting Date: 2/21/2023

Agenda Item: 6D

Department: Public Works
Prepared By Fatana Temory, Management Analyst

Subject:
**CONTRACT EXTENSION FOR SENIOR MOBILITY PROGRAM WITH CABCO YELLOW INC.
(CALIFORNIA YELLOW CAB)**

Fiscal Impact:
The program cost of \$59,000 is included in the approved Fiscal Year 2023 budget.

Summary:
On August 21, 2018, City Council awarded a contract to Cabco Yellow Inc. (California Yellow Cab) to provide transportation services to residents age 60 and older. The funding for the program is made available through the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP). OCTA funds 80% of the program expenses and the City of San Clemente funds the remaining 20% balance. Orange County's older adults consistently rank transportation among their most critical concerns and this fixed route transportation program has successfully helped our senior residents meet their needs. Staff recommends the City Council approve a two-year contract extension with California Yellow Cab to continue providing senior transportation services.

Discussion:
The purpose of the Senior Mobility Program is to provide a safe fixed-route transportation option, to help senior residents lead independent lives while encouraging accessibility and enhancing their connection with our community. OCTA's mission is to fill the gap between local fixed-route buses and ADA paratransit by providing local transportation services to seniors in participating cities in Orange County. Under the program, participating cities are eligible to receive funds from OCTA to help operate a transit program that fits the needs of seniors in their communities. Since 2002, the City of San Clemente has provided senior transportation services through the Senior Mobility Program (SMP). The City's program is a no-cost transportation system that provides seniors age 60 and over who reside in the City with transportation to and from the Dorothy Visser Senior Center (Monday through Friday) and a list of designated grocery stores (Monday through Thursday). SMP services are provided by Yellow Cab; proposals for this service were last solicited in 2018. The contract with Yellow Cab was executed on August 21, 2018 and expired on June 30, 2021. Due to staff changes in 2021, the two-year extension was not executed. However, recent discussions with OCTA and the City Attorney have allowed a two-year contract extension for a maximum of five years. The agreement is set to expire on August 21, 2023. Staff will issue a Request for Proposal (RFP) prior to the contract's expiration date.

Staff continues to have discussions with OCTA to provide additional locations/stops for its seniors through the Senior Mobility Program, which will subsequently be presented to Council for consideration.

Recommended Actions:

Staff Recommendation

STAFF RECOMMENDS THAT THE CITY COUNCIL approve and authorize the Mayor to execute, Amendment No. 1 to Contract C18-37, by and between the City of San Clemente and California Yellow Cab. This amendment extends the term of the contract for two years, to expire August 21, 2023.

Attachment:

1. Amendment No. 1 to Yellow Cab Agreement
2. Yellow Cab Agreement

Notification:

None.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR SENIOR MOBILITY PROGRAM

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is made and entered into effective as of February ___, 2023 (the “Effective Date”), by and between the City of San Clemente, a municipal corporation, hereinafter referred to as the “City,” and Cabco Yellow Inc., dba California Yellow Cab, a California corporation with its principle place of business at 520 W. Dyer Road, Santa Ana, CA 92707, hereinafter referred to as “Contractor.” The City and Contractor individually may be referred to herein as a “Party” and together may be referred to herein as the “Parties.”

1. RECITALS.

1.1 Agreement. The Parties entered into that certain Professional Services Agreement on August 21, 2018 for professional transportation services to be performed in connection with the City’s Senior Mobility Program (the “Agreement”).

1.2 The Parties now desire to amend the Agreement in order to extend its term through and including August 21, 2023.

2. TERMS.

2.1 Term. The Term of the Agreement as set forth in its Section 1.1 is hereby amended in its entirety as follows:

“The Term of this Agreement shall commence on the Effective Date, and shall continue and remain in effect, until **August 21, 2023** (the “Expiration Date”), unless terminated earlier pursuant to the terms hereof. This Agreement shall not be further extended beyond the Expiration Date.”

2.2 Remaining Provisions of the Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have entered into this First Amendment as of the Effective Date set forth above.

CITY OF SAN CLEMENTE

By: _____

Its: _____

Dated: _____

ATTEST:

CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:
BEST BEST & KRIEGER

By: _____
City Attorney

APPROVED AS TO AVAILABILITY
OF FUNDING

By: _____
Finance Authorization

CONTRACTOR

Contractor's License Number _____

By: _____

Its: _____

Dated: _____

PROFESSIONAL SERVICES AGREEMENT
FOR SENIOR MOBILITY PROGRAM

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this day 21st of August, 2018 by Cabco Yellow Inc., dba California Yellow Cab and between the City of San Clemente, a municipal corporation, hereinafter referred to as the "CITY", and Cabco Yellow Inc., dba California Yellow Cab of 520 W Dyer Road, Santa Ana, CA 92707 hereinafter referred to as the "CONTRACTOR".

RECITALS:

- A. CITY requires professional **Transportation** services to be performed at or in connection with City of San Clemente Senior Mobility Program.
- B. CONTRACTOR has represented to CITY that CONTRACTOR is qualified to perform said services and has submitted a proposal to CITY for same.
- C. CITY desires to have CONTRACTOR perform said services on the terms and conditions set forth herein.

COVENANTS:

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, CITY and CONTRACTOR agree as follows:

ARTICLE 1
RESPONSIBILITIES OF CONTRACTOR

1.1 Term.

The term of this Agreement shall commence on the Effective Date, and shall continue and remain in effect, until **June 30, 2021**, unless terminated earlier pursuant to the terms hereof. Notwithstanding the foregoing, the City Manager or his or her designee shall have the authority on behalf of the City to administratively approve extensions to the term hereof not to exceed a cumulative total of one hundred eighty (180) days.

1.2 Scope of Services.

CONTRACTOR shall perform any and all work necessary for the completion of the tasks and services set forth in the "Scope of Services" attached hereto and incorporated herein as Exhibit "A" in a manner satisfactory to CITY. By execution of this Agreement, CONTRACTOR warrants that (i) it has thoroughly investigated and considered the work

to be performed; (ii) it has carefully examined the location or locations at or with respect to which the work is to be performed, as applicable; and (iii) it fully understands the difficulties and restrictions attending the performance of the work provided for under this Agreement. CONTRACTOR acknowledges that certain refinements to the Scope of Services may, on occasion, be necessary to achieve CITY's goals hereunder, and CONTRACTOR shall cooperate with and assist the CITY to identify and make such refinements prior to undertaking any tasks or services that may require refinement.

1.3 Schedule of Performance.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall furnish to CITY proof of insurance coverage as required under Article 5, Insurance. Upon CITY's release to CONTRACTOR of a fully executed copy hereof and issuance of a written Notice to Proceed, CONTRACTOR shall promptly commence performance of the work. Until such time, CONTRACTOR is not authorized to perform and will not be paid for performing any work under this Agreement. CONTRACTOR shall exercise reasonable diligence to have the services as set forth in Exhibit "A" completed and submitted to CITY for final approval as soon as reasonably practicable and in accordance with the schedule of performance attached hereto and incorporated herein as Exhibit "B", provided that CONTRACTOR shall be entitled to an extension of time for any delays caused by events or occurrences beyond CONTRACTOR's reasonable control.

1.4 Identity of Persons Performing Work.

CONTRACTOR represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. CONTRACTOR shall not replace any of the principal members of the Project team, including any of the persons listed in Exhibit "A" (if CONTRACTOR'S personnel is listed on Exhibit "A"), or any successors to any of such persons, without CITY's prior written approval.

CONTRACTOR represents that the tasks and services required hereunder will be performed by CONTRACTOR or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. In carrying out such tasks and services, CONTRACTOR shall not employ any undocumented aliens (i.e., persons who are not citizens or nationals of the United States).

This Agreement contemplates the personal services of CONTRACTOR and CONTRACTOR's employees, and it is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR and CONTRACTOR's employees. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR, except upon written consent of CITY.

Furthermore, CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without the prior written approval of CITY, except for those subcontractors named in the proposal for the project. Nothing herein contained is intended to or shall be construed as preventing CONTRACTOR from employing or hiring as many employees as CONTRACTOR may deem necessary for the proper and efficient execution of this Agreement.

1.5 Cooperation and Coordination of Work With CITY.

CONTRACTOR shall work closely with CITY's designated representative, either individual or committee, who shall have the principal responsibility for liaison and who shall, on a continuous basis, review and approve CONTRACTOR's work. CONTRACTOR shall ensure that CITY has reviewed and approved all required work as the project progresses.

1.6 Compliance With Laws.

CONTRACTOR shall comply with all applicable Federal, State and local laws, ordinances and regulations, including without limitation all applicable fair labor standards. CONTRACTOR shall not discriminate against any employee or applicant for employment or any approved subcontractor, agent, supplier or other firm or person providing services to CONTRACTOR in connection with this Agreement on the basis of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, or mental or physical disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, and mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Prior to execution of this Agreement, CONTRACTOR shall furnish to CITY proof that CONTRACTOR and all of its subcontractors have a current, valid business license issued by CITY.

1.7 Standard of Performance.

CONTRACTOR acknowledges and understands that the services and work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, CONTRACTOR's services and work shall be held to a standard of quality and workmanship prevalent in the industry for such service and work. CONTRACTOR represents to CITY that CONTRACTOR holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. CONTRACTOR shall perform the work and services under this Agreement in accordance with such standard of work and in accordance with the accepted standards of the professional disciplines involved in the project. All work shall be completed to the reasonable satisfaction of CITY. If CITY

reasonably determines that the work is not satisfactory, CITY shall have the right to: (i) meet with CONTRACTOR to review CONTRACTOR's work and resolve matters of concern; and/or (ii) require CONTRACTOR to repeat unsatisfactory work at no additional charge until it is satisfactory.

1.8 Contractor Ethics.

CONTRACTOR represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of CITY to obtain CITY's approval of this Agreement. CONTRACTOR shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to CONTRACTOR pursuant to Article 3, Compensation. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) CONTRACTOR shall not possess or maintain any business relationship with the applicant or any other person or entity which CONTRACTOR knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to CITY in accordance with this Agreement CONTRACTOR shall not advocate either for or against said project and/or application, and (iii) CONTRACTOR shall immediately notify CITY in the event CONTRACTOR determines that CONTRACTOR has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section 1.8 shall be applicable to all of CONTRACTOR's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

1.9 Changes and Additions to Scope of Services.

CITY may make changes within the general scope of services provided for in this Agreement. CONTRACTOR shall agree to any such changes that are reasonable. CONTRACTOR shall make no change in or addition to the character or extent of the work required by this Agreement except as may be authorized in advance in writing by CITY. Such supplemental authorization shall set forth the specific changes of work to be performed and related extension of time and/or adjustment of fee to be paid to CONTRACTOR by CITY.

1.10 Hiring of Illegal Aliens Prohibited

CONTRACTOR shall not hire or employ any person to perform work within the City of San Clemente or allow any person to perform work required under this Agreement unless such person is a United States citizen or is properly documented and legally entitled to be employed within the United States.

1.11 Endorsement on PS&E/Other Data

CONTRACTOR shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by CONTRACTOR, and where appropriate will indicate CONTRACTOR's authorized signature and professional registration number.

ARTICLE 2 RESPONSIBILITIES OF CITY

2.1 Provision of Information.

CITY shall provide full information regarding its requirements for the project, and it shall furnish, without charge to CONTRACTOR, any and all information, data, plans, maps and records which are available to CITY and are necessary for the provision by CONTRACTOR of the tasks and services set forth herein.

2.2 Cooperation With CONTRACTOR.

CITY shall cooperate with CONTRACTOR in carrying out the work and services required hereunder without undue delay. In this regard, CITY, including any representative thereof, shall examine plans and documents submitted by CONTRACTOR, shall consult with CONTRACTOR regarding any such plans and documents, and shall render any necessary decisions pertaining to such plans and documents as promptly as is practicable.

ARTICLE 3 PAYMENT

3.1 Payment Schedule: Maximum Payment Amount.

Prior to the tenth of the month, CONTRACTOR shall submit to CITY a monthly status report and invoices itemizing the services rendered during the previous month. Within fifteen (15) working days after receipt of an invoice from CONTRACTOR, CITY shall determine whether and to what extent CONTRACTOR has adequately performed the services for which payment is sought. If CITY determines that CONTRACTOR has not adequately performed such services, CITY shall inform CONTRACTOR of those acts which are necessary for satisfactory completion. Subject to the provisions of Section 5.2 below, which provide for the City to withhold payment in the event CONTRACTOR's insurance expires during the term of this Agreement, CITY shall cause payment to be made to CONTRACTOR within fifteen (15) working days from CITY's determination that CONTRACTOR has adequately performed those services for which CITY has been invoiced. In no case shall CITY pay in excess of each line item set forth in Exhibit "A" for any particular task unless approved and authorized by the CITY in writing (applicable only if Exhibit "A" breaks down the Scope of Services on a line item basis). The total compensation for the Scope of Services set forth in Exhibit "A" shall not exceed One Hundred Seventy Six Thousand Nine Hundred and Four Dollars (\$176,904),

including all amounts payable to CONTRACTOR for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement (the "Total Compensation").

3.2 Changes in Work.

If CONTRACTOR estimates that any proposed change within the general scope of services set forth in Exhibit "A" causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONTRACTOR shall so notify CITY of that fact in advance of commencing performance of such work. Any such change, and the cost for such change, shall be agreed upon by CITY and CONTRACTOR, and reduced to a writing that, once signed by both CITY and CONTRACTOR, shall modify this Agreement accordingly. In determining the amount of any cost increase for such change, the value of the incomplete portions of the original tasks and services affected by the change shall be credited back to CITY.

3.3 Additional Work.

CITY may request CONTRACTOR to perform additional services not covered by the specific scope of services set forth in Exhibit "A", and CONTRACTOR shall perform such extra services and will be paid for such extra services when the extra services and the cost thereof are reduced to writing, signed by both CITY and CONTRACTOR, and made a part of this Agreement. CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written amendment. To the extent that the extra services render all or a portion of the original tasks and services unnecessary, the value of the unnecessary and incomplete portions of original tasks and services shall be credited back to CITY.

ARTICLE 4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an employee of the CITY. Neither the CITY nor any of its employees shall have any control over the conduct of the CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth, and CONTRACTOR expressly warrants not to, at any time or in any manner, represent that CONTRACTOR, or any of CONTRACTOR's agents, servants or employees, are in any manner agents, servants or employees of the CITY, it being distinctly understood that CONTRACTOR is and shall at all times remain as to the CITY a wholly independent contractor and that CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

ARTICLE 5
INDEMNITY AND INSURANCE

5.1 Indemnification

**FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS
WHERE CONTRACTOR IS A “LICENSED DESIGN PROFESSIONAL”
AND IS PROVIDING DESIGN PROFESSIONAL SERVICES:**

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees (collectively, the “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of CONTRACTOR or any officers, agents, employees, representatives, or subcontractors of CONTRACTOR [collectively, the “CONTRACTOR ENTITIES”]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney’s fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, the “Liabilities”). Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

**FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS WHERE
CONTRACTOR IS NOT A “LICENSED DESIGN PROFESSIONAL”:**

CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR or CONTRACTOR’s officers, agents, employees, representatives, or subcontractors [collectively, the “CONTRACTOR ENTITIES”]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney’s fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the actions or failure to act of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control, under this Agreement.

For purposes of this Agreement, a "Licensed Design Professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by California Civil Code § 2782.8.

5.2 Insurance.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall submit certificates and endorsements to CITY indicating compliance with the following minimum insurance requirements, and CONTRACTOR shall maintain such insurance in effect during the entire term of this Agreement:

- A. Workers' Compensation insurance to cover CONTRACTOR's employees as required by the California Labor Code with employer's liability limits not less than One Million Dollars (\$1,000,000) per accident or disease. Before execution of this Agreement by CITY, CONTRACTOR shall file with CITY the attached signed Worker's Compensation Insurance Certification. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for the respective employees.

None of the CITY, the San Clemente Redevelopment Agency, or any of their respective officers, employees, and agents will be responsible for any claims in law or equity occasioned by failure of CONTRACTOR to comply with this paragraph.

- B. Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence for all covered losses, and Two Million Dollars (\$2,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:

- (1) be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by CITY's Risk Manager for all coverages except surety.
- (2) name and list as additional insureds CITY, CITY's officers, employees, and agents and, if the CITY's Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insureds.

- (3) specify it acts as primary insurance and that no insurance held or owned by CITY (or, if applicable, the San Clemente Redevelopment Agency) shall be called upon to cover a loss under said policy;
- (4) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to CITY of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (5) cover the operations of CONTRACTOR pursuant to the terms of this Agreement; and
- (6) be written on an occurrence and not a claims made basis.

C. Professional Liability or Errors and Omissions insurance specifically designed to protect against acts, errors or omissions of the CONTRACTOR and "covered professional services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

If this box is checked and CITY has initialed below, the requirement for Professional Liability or Errors and Omissions insurance set forth in paragraph C above is hereby waived.

CITY's Initials: _____

Notwithstanding anything herein to the contrary, in the event any of CONTRACTOR's insurance as required pursuant to this Section 5.2 expires during the term of this Agreement, CITY shall withhold any payment due to CONTRACTOR hereunder until such time as CONTRACTOR obtains replacement insurance that meets all of the applicable requirements hereunder and submits certificates and endorsements evidencing such insurance to CITY.

CONTRACTOR shall require all of its subcontractors to procure and maintain during the course of their subcontract work with CONTRACTOR insurance that complies with the foregoing minimum insurance requirements. CONTRACTOR shall obtain from such subcontractors and retain in its files certificates evidencing such compliance.

ARTICLE 6
TERMINATION

This Agreement may be terminated by CITY for any reason, with or without cause, upon written notice to CONTRACTOR. In such event, CONTRACTOR shall be compensated for all services performed and costs incurred up to the date of notification for which CONTRACTOR has not been previously compensated, plus termination expenses reasonably incurred and properly accounted for (but in no event to exceed the amount which, when combined with other amounts paid, exceeds the amount for any uncompleted task set forth in Exhibit "A", as applicable). Upon receipt of notice of termination from CITY, CONTRACTOR shall immediately stop its services, unless otherwise directed, and deliver to CITY all data, drawings, reports, estimates, summaries and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

ARTICLE 7
MISCELLANEOUS

7.1 Ownership of Documents.

All reports, software programs, as well as original data collected, original reproducible drawings, plans, studies, memoranda, computation sheets and other documents assembled or prepared by CONTRACTOR or furnished to CONTRACTOR in connection with this Agreement shall be the property of CITY and delivered to CITY at completion of the project or termination of this Agreement, whichever occurs first. Copies of said documents may be retained by CONTRACTOR, but shall not be made available by CONTRACTOR to any individual or organization without the prior written approval of CITY.

Any use of completed documents for projects other than that covered by this Agreement and/or any use of uncompleted documents without specific written authorization from CONTRACTOR will be at CITY's sole risk and without liability or legal exposure to CONTRACTOR.

7.2 Notices.

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States mail, addressed to CONTRACTOR at 520 W Dyer Road, Santa Ana, CA 92707, and to the City of San Clemente, 910 Calle Negocio, San Clemente, California 92673, Attention: Manny Ruelas, Management Anlayst.

7.3 Covenant Against Contingent Fees.

CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee or commission from the award or making of this Agreement. For breach

or violation of this warranty, CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee or commission.

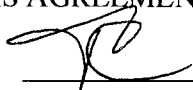
7.4 Liquidated Damages.

☐ APPLICABLE ONLY IF THIS BOX HAS BEEN CHECKED AND BOTH PARTIES HAVE INITIALED BELOW.

If CITY seeks monetary damages for CONTRACTOR'S failure to complete all of the services required hereunder by the completion date set forth in Exhibit "B" (the "Completion Date"), CONTRACTOR shall be required to pay to CITY _____ Dollars (\$) per day for each day beyond the Completion Date that any of such services remain uncompleted; provided, however, that nothing herein shall be deemed to limit CITY's remedy for CONTRACTOR's failure to complete all services required hereunder by the Completion Date to seeking monetary damages, and CITY shall be entitled to pursue any other equitable remedy permitted by law, including, without limitation, specific performance.

THE PARTIES HERETO AGREE THAT THE AMOUNT SET FORTH IN THIS SECTION 7.4 (THE "DAMAGE AMOUNT") CONSTITUTES A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES THAT CITY WOULD SUFFER DUE TO CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE DAMAGE AMOUNTS TO THE RANGE OF HARM TO CITY, THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. THE DAMAGE AMOUNT SET FORTH IN THIS SECTION 7.4 SHALL BE THE SOLE DAMAGES REMEDY FOR CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, BUT NOTHING IN THIS SECTION 7.4 SHALL BE INTERPRETED TO LIMIT CITY'S REMEDY FOR CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE TO SUCH A DAMAGES REMEDY. IN PLACING ITS INITIALS AT THE PLACES PROVIDED HEREINBELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY HAS BEEN REPRESENTED BY COUNSEL OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL TO EXPLAIN THE CONSEQUENCES OF THE LIQUIDATED DAMAGES PROVISION AT OR PRIOR TO THE TIME EACH EXECUTED THIS AGREEMENT.

CONTRACTOR'S INITIALS:



CITY'S INITIALS: _____

Notwithstanding any of the above, nothing herein is intended to preclude the CITY's recovery of its attorney's fees and costs incurred to enforce this Section 7.4, as provided in Section 7.10 below.

7.5 Interpretation and Enforcement of Agreement.

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Court of the County of Orange, State of California, or in any other appropriate court with jurisdiction in such county, and CONTRACTOR agrees to submit to the personal jurisdiction of such court.

7.6 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the defaulting party in writing of its contentions by submitting a claim therefor. The injured party shall continue performance of its obligations hereunder so long as the defaulting party immediately commences to cure such default and completes the cure of such default with reasonable diligence and in no event to exceed 30 days after service of the notice, or such longer period as may be permitted by the injured party; provided, that if the default results in an immediate danger to the health, safety, and general welfare, CITY may take such immediate action as CITY deems warranted.

7.7 Retention of Funds.

CITY may withhold from any monies payable to CONTRACTOR sufficient funds to compensate CITY for any losses, costs, liabilities or damages suffered by CITY due to default of CONTRACTOR in the performance of the services required by this Agreement.

7.8 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party shall impair such right or remedy or be construed as a waiver. CITY's consent or waiver of one act or omission by CONTRACTOR shall not be deemed to constitute a consent or waiver of CITY's rights with respect to any subsequent act or omission by CONTRACTOR. Any waiver by either party of any default must be in writing.

7.9 Rights and Remedies are Cumulative.

Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

7.10 Attorneys' Fees.

In the event either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, including the taking of depositions and discovery, expert witness fees, and all other necessary costs incurred in the litigation, suit, or other action requiring attorney time. All such fees shall be enforceable whether or not such action is prosecuted to final judgment.

7.11 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement.

7.12 Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

[APPLICABLE TO INDIVIDUAL CONTRACTORS ONLY]

7.13 Compliance with California Unemployment Insurance Code Section 1088.8: Prior to signing the Contract, CONTRACTOR shall provide to CITY a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification.

CONTRACTOR understands that pursuant to California Unemployment Insurance Code Section 1088.8, the CITY will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

[End – Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: [Signature]

Its: Mayor

Dated: 10/15/18, 2018

ATTEST:

[Signature]
CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:
BEST BEST & KRIEGER

By: [Signature]
City Attorney

APPROVED AS TO AVAILABILITY
OF FUNDING

By: [Signature]
Finance Authorization

Cabco Yellow Inc., dba California Yellow Cab
("CONTRACTOR")

Contractor's License Number _____

By: [Signature]

Its: President

Dated: September 6, 2018

EXHIBIT "A"

SCOPE OF SERVICES



Senior Mobility Program
Transportation Services

City of San Clemente

June 7, 2018

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California Yellow Cab

520 West Dyer Road Santa Ana, California 92707
714.427.2555 F 714.438.0405 www.CaliforniaYellowCab.com
Tim Conlon, President tconlon@calyellow.com

(714)444-4444

(949)444-4444

(657)444-4444

June 7, 2018

Manny Ruelas, Management Analyst
City of San Clemente
910 Calle Negocio, Suite 100
San Clemente, CA 92673

Hello Mr. Ruelas,

Cabco Yellow Inc., dba California Yellow Cab (CYC) has received your RFP for the Senior Taxi Services for the city and respectfully submits the following Response. I acknowledge the receipt of all pertinent RFP materials and certify that the Proposal shall remain valid for a period of not less than 90 days from the date of submittal.

In business since 1995, CYC has a long history of providing transportation services that go far beyond the tradition forms of taxicab services. Early on in the company's history, we identified underserved segments of Orange County's population and sought to craft an on-demand service option for those affected by the challenges of public transportation. Today, CYC remains the largest and most adaptive taxicab fleet in the county, providing seniors and paratransit passengers the opportunity to get where they need to go, without doing so according to a bus schedule.

At this time, we are the contractors to numerous senior transportation programs in the county including the cities of Brea, Cypress, Fountain Valley, Fullerton, Laguna Woods, Mission Viejo, Orange, and Garden Grove.

CYC is delighted to have the opportunity to submit this Proposal to you and we welcome the opportunity to continue to meet the transportation needs of seniors in your fine City.

Sincerely,

Tim Conlon
President

Legal Name of Company:

Cabco Yellow Inc.

dba Name of Company:

California Yellow Cab
520 W. Dyer Rd
Santa Ana, Ca 92707
www.CaliforniaYellowCab.com

Dispatch Phone Numbers:

(714)444-4444
(949)444-4444
(657)444-4444
(877)935-5692

Name and Title of Person Completing Proposal:

Tim Conlon, President
P (714)427-2555 Ext. 112
F (714)438-0405
tconlon@cayellow.com

Employer Identification Number:

33-0723354

Statement of Ownership:

Cabco Yellow, Inc. is a California S-Corp,
Wholly owned by principals Mitchell Rouse and William Rouse.

Years in Business:

20+

Failures or Refusals to Complete Any Contracts:

None

Financial Interests in Other Lines of Business:

Principals additionally own American Logistics Company and National Taxi Systems.

Orange County Taxi Administration Program (OCTAP) Permit:

#17

Project Understanding & Work Plan for City of San Clemente

California Yellow Cab- CYC- understands and will comply with the services that are specified in the RFP for the City of San Clemente. All drivers with CYC are independent contractors, as is the case with all cab companies in the County. In 2003, CYC began servicing the elderly community and provided services to the Senior Mobility Program (SMP) in Mission Viejo, California. Since then, CYC continues to service the program along with approximately 12 other Senior Mobility Programs in Orange County.

Out of the 12 Senior Mobility Programs, CYC services 6 that are located in the Southern regions of Orange County (Mission Viejo, Laguna Hills, Laguna Woods, Laguna Niguel, Lake Forest, and Rancho Santa Margarita). Due to the great demand of trips in Southern Orange County, out of the 147 CYC drivers, minimum of 15 % of our drivers are located throughout the day in South County available to service the seniors in San Clemente.

We are confident that our staff and drivers will work together from the second a San Clemente's resident calls to place an order to the second they have been transported to their location. All seniors will be transported to San Clemente Senior Center Monday through Friday for lunch and activities and/or transported on the fixed routes to the grocery stores Monday through Thursday on a timely, respectful, and safe matter.

CYC proposes to establish a toll-free telephone number for use by senior transportation patrons in the City of San Clemente. By using this number, program participants may call for on-demand service with the expectation of a cab arriving

at the pick-up address within sixty (60) minutes, during program service hours. The phone number will automatically identify the caller as a program participant, and the participant would then only need to provide basic trip information, along with their SMP I.D. number.

In addition to routine on-demand service, program participants may use the same phone number with the same identifying protocols for reservation service when possible, up to two weeks in advance. This can provide CYC dispatch with the ability to pre-route these trips to select drivers.

Reporting and Billing

Documentation and reporting on the part of CYC is managed via our proprietary digital-dispatch system. In addition to monthly trip data and invoicing, highly detailed electronic records are kept in our archiving, and can be accessed and placed into a report in as little as twenty-four hours. Information submitted, stored and readily available for any reporting purposes include rudimentary dispatch data like passengers' names, pick-up locations, destinations, dates and times of travel, passenger ID number, and additional contact information. Additionally, this data includes GPS "ping" information from the cabs themselves that provide accurate data on the route taken during a trip, vehicle speed, performance standards data, records of customer contact including audio recordings of every call to or from a customer, and event records for each trip like times of pickups and drop offs.

Complaints and Incidents

All complaints will be reviewed by the Project Manager within 24 hours. From there, a remedy for the issue would be offered in addition to the City being contacted as to the status of the issue within 48 hours. Appropriate action would be taken to ensure the complaint does not arise again in any area of our operations.

We view incidents between drivers and passengers as among the most serious of problems that can occur in a program like this. CYC is a service business, and therefore any incident that may occur is not acceptable. Once a report of an incident is received, the Field Operations Supervisor will be charged with obtaining the details of the incident and following up. A detailed report of any accident, injury, or any dispute will be completed and provided to the City.

Per our routine day-to-day operations, any and all accidents receive the immediate attention of CYC accident investigators. These individuals are charged with rapidly responding to an accident scene. They use the appropriate reporting protocols to complete a formal investigation report that includes interviews of affected parties, measurements of the scene and photographs of the incident and the surroundings.

CYC was one of the first taxicab companies in the U.S. to electronically archive all trip data and continues to do so as a matter of routine, for three years so as to permit rapid forwarding of this data upon request.

Detailed itemization of trip data is included in the monthly invoicing. An accounting of ridership, in a line-by-line format is provided so as to aid in auditing and oversight of the program.

Fleet and Maintenance

CYC has a diverse fleet consisting of conventional sedans, 6-passenger minivans, jumbo 7-passenger vans, and ADA compliant wheelchair-access vans. The average age of the CYC fleet is 4 years.



All of our taxicabs undergo a rigorous maintenance program, designed to ensure safe and dependable transportation for passengers. Records of inspections and maintenance logs are kept by our company as a permanent record for the vehicles. These records are available for City staff review upon request.

The heart of our vehicle maintenance program called *Preventive Safety and Maintenance Inspection (PSMI)*. This program is designed to identify and correct any and potential vehicle issues before they become a more serious problem.

All CYC cabs are professionally washed on a weekly basis and drivers are required to maintain a clean and tidy vehicle at all times. All cabs are randomly inspected in the field. Any dirty or foul smelling vehicles are removed from service right away, and re-inspected for corrections before being returned to service.

All CYC cabs are distinct and identical in appearance with a black lower 1/3rd panel and a yellow upper body. Identifying decals are in black, and the decals are arranged in the same position on all vehicles with the California Yellow Cab logo on the front.

Operations Base in Santa Ana

Owned by us, our base has approximately 2600 sq. feet of office space and more than 5000 sq. feet of logistics and maintenance facilities, we employ seven full-time staff members in our administrative offices and contract with a dozen more on-site fleet-maintenance technicians and specialists in our independently owned and operated service facility.

All scheduled and unscheduled maintenance, with the exception of certain bodywork and machine shop work, is performed here. Our maintenance facility is fully equipped to easily perform maintenance ranging from routine oil changes to complete driveline and chassis rebuilds. Our shop meets all local zoning requirements and possesses the equipment and is staffed by highly trained and certified technicians.

Driver Training & Policies

All applicants must be able to produce the following:

- An Excellent Driving Record
 - Current, valid California Driver's License
 - Verified ten-year (H6) driving record with no more than two moving violations within the previous three years, and ZERO serious violations such as reckless driving, or driving while under the influence of drugs or alcohol

- OCTAP Taxi Driver Permit
 - Pass a drug and alcohol screening initially, annually, and randomly
 - Be Live Scan fingerprinted with the Orange County Sheriff's Department

- o Successfully pass a State and Federal background check
- o Provide proof of legal residency
- o Be placed on the DMV *Pull-Notice* program
- o Be photographed with copies placed into their permanent OCTAP record

Only after successfully producing the above will a prospective driver be considered for a Lease under the CYC livery.

CYC uses a driver training program comprised of a four-module training platform called *Operations, Safety, Service and Review (OSSR)*. OSSR focuses much more in-depth on customer service, fare collection policies and sensitivity training for providing rides to seniors and individuals with disabilities. Encompassing some 30 hours of classroom and on-the-road training, and typically presented over a 3-day training period.

All of the seniors programs we service have asked that our drivers wear a white shirt with dark trousers and dark-color shoes. Drivers have the option of participating or not, but if they elect to participate, they must adhere the programs' requirements.

Experience

CYC has been in the seniors and Paratransit transportation business since its inception some twenty plus years ago (1995), and is the current service contractor for senior throughout Orange County.

Of particular note are the twelve years' experience servicing the 25,000 seniors residing in Laguna Woods with a consistent sub 1% complaint record.

Below are several of our engagements performed by CYC in the last 5 years:

City of Laguna Woods

The City of Laguna Woods' Senior Mobility Program subsidizes the cost of taxi travel provided by CYC drivers for residents who are at least 60 years of age. This program was also supported by the Orange County Transportation Authority and Orange County's Measure M2. CYC has been providing Non-Emergency Medical Transportation (NEMT) services to the City of Laguna Woods patrons since 2004. These services consist of patrons traveling within the City limits of Laguna Woods and to various locations throughout Orange County.

City of Fullerton

CYC has been servicing patrons in the City of Fullerton since 2011. The City allows patrons to enroll in their Nutrition and Taxi Voucher programs. The Nutrition program services are provided on the weekday from the passenger's home to the Fullerton Community Center to attend the meal program. Patrons enrolled in the Taxi Voucher program are allowed to use one-way or round trips from the passenger's home to the Fullerton Community Center for additional programming or to other locations including social, recreational, educational, and health fitness programs.

City of Garden Grove

CYC has been servicing patrons in the City of Garden Grove since 2014. The Senior Mobility Program (SMP) also funded by the Measure M2 Project U, provides patrons with NEMT within the city limits of Garden Grove. Patrons are transported in our taxicabs from their residence to/from the H. Louis Lake Senior Center and given the opportunity to travel throughout the City for wellness appointments, trips to the grocery store, errands, etc.

City of Fountain Valley

CYC has been servicing patrons in the City of Fountain Valley since 2016. CYC transports eligible residents 60 years and older in Fountain Valley, seven days a week. Patrons are given the opportunity to use the services for trips to the senior center, medical, shopping, personal care appointments, and more.

City of Laguna Niguel

CYC has been servicing patrons in the City of Laguna Niguel since 2017. CYC provided door-to-door transportation to eligible patrons to/from the Sea Country Senior and Community Center that is located at 24602 Aliso Creek Road in Laguna Niguel. The patrons are given the opportunity to participate in activities, programs and services including social, recreational, educational, health fitness, and nutrition programs.

Reference Contact Information

2004-Present

City of Laguna Woods

Yolie Trippy, Deputy City Clerk

24264 El Toro Road, Laguna Woods, CA 98263

T949-639-0561 ytrippy@cityoflagunawoods.com

2011-Present

City of Fullerton

Brian Yourstone, Center Supervisor

340 W Commonwealth Ave, Fullerton, CA 92832

T714-738-3125 briany@ci.fullerton.ca.us

2014 - Present

City of Garden Grove

Juan Medina, Senior Transportation Coordinator

11300 Stanford Ave, Garden Grove, CA 92840

T714-741-5423 juanm@ci.garden-grove.ca.us

2016-Present

City of Fountain Valley

Christy Borack, Recreation Specialist

17967 Bushard Street, Fountain Valley, CA 92708

T714-593-4478 christy.borack@fountainvalley.org

2017-Present

City of Laguna Niguel

Anne Casey, Recreation Coordinator

24602 Aliso Creek Road, Laguna Niguel, CA 92677

T949-425-5155 acasey@cityoflagunaniguel.org

Additional Experience

Through January 2014, CYC had been the sub-contractor to Veolia Transportation for the Orange County Transit Authority ACCESS program, safely and successfully providing more than 350,000 rides over the course of seven years, and receiving a number of service awards in the process.

Additionally, we are the primary contractor for John Wayne Airport, a franchise in the City of Anaheim and have a number of independent private care

organizations, all requiring ADA compliance and driver Sensitivity Training programs.

As the John Wayne Airport (JWA) contractor, we are continually challenged to innovate and update our fleet and methods for accommodating the traveling public. What we learn from our operations at JWA are modern fleet protocols, advanced customer service methods, situational awareness training for our staff and drivers, and skills in handling seniors, developmentally disadvantaged and varying cultural expectations. These advances are incorporated into our street-fleet driver training programs and help ensure consistency throughout our fleet.

Proposed Staff

Additionally, not only does CYC have diverse, attentive, experienced and professional drivers, CYC has exceptional staff who are experienced in Senior Mobility Programs and know what it takes to provide exceptional services. Of the 5 staff members involved in the program they will represent over 70 years of experience in the taxicab industry. The following chart summarized the hourly breakdown from our staff. Melissa Gomez is currently the Project Manager for the programs described above and will be the Project Manager for this program as well.

Position/Title	Name	Hours Per Week	E-mail
Project Manager	Melissa Gomez	4 Hours	mgomez@cayellow.com
Fleet Manager	Matthew Rouse	2 Hours	mrouse@cayellow.com
Driver Coordinator	Bobbin Nguyen	2 Hours	bnguyen@cayellow.com
Accounting	Priscilla Sandoval	1.5 Hours	psandoval@cayellow.com
Administration	Tim Conlon	.75 Hours	tconlon@cayellow.com



Key Personnel Statement: President Tim Conlon and Director of Marketing Melissa Gomez will be available full-time to the extent proposed for the duration of the project and acknowledge that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

Proposed Staffing: All located at the Santa Ana office. 520 W Dyer Rd, Santa Ana, CA



Timothy Conlon- Mr. Conlon had served as the General Manager responsible for the day-to-day operations of California Yellow Cab (CYC) since the company's inception in 1995. As the company's current President, Mr. Conlon's responsibilities include supervision of mechanical staff, vehicle inspections, securing proper vehicle permits and registrations, and administering risk management functions. Mr. Conlon has a bachelor's degree from California Polytechnic University and will remain the primary contact for the City of Aliso Viejo with a high commitment for this assignment, available throughout the programs duration.



Melissa Gomez- As the Director of Marketing, Ms. Gomez is responsible for ensuring our company meets program guidelines and outcome objectives according to the highest standards of service. Ms. Gomez is also the Project Manager managing existing relationships and leading in handling service issues and/or complaint resolutions relevant to the programs in Orange County. Ms. Gomez worked for Happy Taxi for 5 years as a dispatcher and drove seniors and paratransit members to their medical, shopping, and personal appointments. Ms. Gomez received a bachelor's degree from California State University San Bernardino and a master's degree in Communications from California Baptist University. Ms. Gomez will be this programs Project Manager and point of contact for day-to-day operations.

TIMOTHY CONLON

President

EDUCATION Mount San Antonio College

California Polytechnical University, Pomona

PROFESSIONAL ***California Yellow Cab, 1996 to Present***

President / General Manager responsible for the day-to-day operations of the Company including driver hiring and training, supervision of mechanical staff, vehicle inspections, securing proper vehicle permits and registrations, administering risk management functions.

West Coast Transportation Network, 1994-1996

Series of progressively responsible positions from, dispatcher, accident investigator, office manager, general manager.

GMS Imports, 1990-1994

Regional Sales Manager for a furniture importer for the Western United States. Responsible for merchandising and marketing new lines and implementing and conducting sales training for affiliates.

Conlon Tire, Inc., 1972-1990

President and General Manager of family owned business until sold in 1990. Series of progressively responsible positions including, marketing and advertising director, merchandising coordinator, customer service and human resources director.

AFFILIATIONS Santa Ana Chamber of Commerce

ACHIEVEMENTS Newport Beach Chamber of Commerce

AWARDS Lions International, Past Committee Chairperson

Project Caring Connections – Newport Mesa Unified School District
Anaheim / Orange County Visitor and Convention Bureau

Taxi and Paratransit Association of California – Director / Past President

While Cabco Yellow Inc. will utilize over 200 independent contractor drivers and our experienced call center staff for the day to day operations of this program, it will be the responsibility of the President, Tim Conlon, with help of Program Manager, Melissa Gomez to coordinate these efforts. Mr. Conlon will communicate with City staff regarding complaint resolutions, accident investigations, and any other issues or concerns relevant to the success of this program. Tim Conlon will bring over (15) years of passenger transportation experience in Orange County to this program. Mr. Conlon has been the primary contact for several similar programs, including the OCTA – Senior Nutrition Program and the City of Mission Viejo – Senior Dial A taxi Program. This experience, coupled with a sincere desire to serve this segment of the County's population will make him an excellent manager of this program.

MELISSA GOMEZ

Director of Marketing

EDUCATION Riverside City College, 2009

California State University San Bernardino, 2014

California Baptist University, 2016

PROFESSIONAL *California Yellow Cab, January 2017 to Present*

Director of Marketing who drives company through innovative strategic planning, interactive marketing, and sales promotion. In addition to being Marketing Director also the Program Manager that ensures all program guidelines are being met, passengers are transported at a timely and safely manner and ensures there are high levels of customer service being emphasized. Skilled at analyzing customer needs to develop high standard customer service and problem solver who adapts to change and exceeds expectations under any circumstances.

Mission Inn Foundation, August 2016- December 2016

Intern: Oversaw the planning and execution of logistics and operations for events through private meetings and conferences. Worked with event sponsors and vendors on all aspects of planning events. Assisted in achieving business objectives with demanding timeframes and negotiated contracts with vendors and service providers.

Happy Taxi, February 2012- January 2017

Supervising Dispatcher and Paratransit Driver

When starting with Happy Taxi answered routine employee and recruitment related questions such as appropriate documentation submission and application status. Assisted in scheduling interviews and training times/dates for candidates. Provided training and orientation for new staff and routed customer orders in a timely manner. When needed would transport seniors or paratransit members to and from their residence to senior centers, medical, shopping, and/or personal appointments. Also, generated invoices and responded to customers with inquiries and/or complaints.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Project No. _____

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier Starstone National Insurance Company

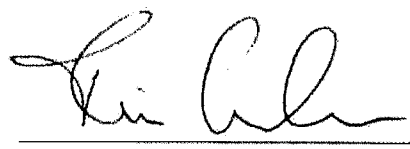
Policy Number T10180737

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Workermans'
Comp

Dated: 6-7- _____, 20 18



Contracting Firm

By: Tim Conlon _____

President _____
Title

520 W Dyer Road _____
Address

Santa Ana, CA 92707 _____

EXHIBIT C
PROPOSAL COST SUMMARY FORM

Enter below the proposed price for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax and profits. The quantities provided below are for RFP evaluation purposes only, and could be adjusted up or down. The City's intention is to award a fixed unit-price type contract. Pricing shall remain firm for a minimum of three (3) years. Any and all requests for pricing adjustments for optional contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. This information may be found on the U.S. Department of Labor's website at www.bls.gov.

YEAR	HOURLY RATE	ESTIMATED ANNUAL SERVICE HOURS	TOTAL
1	\$42.00	1,404	\$58,968
2	\$42.00	1,404	\$58,968
3	\$42.00	1,404	\$58,968
GRAND TOTAL YEARS 1-3			\$176,904.00