



CITY COUNCIL AGENDA REPORT

MEETING DATE: November 1, 2011

ITEM NUMBER: **CC-7**

SUBJECT: FLEET MAINTENANCE SERVICES REQUEST FOR PROPOSAL

DATE: OCTOBER 26, 2011

FROM: OFFICE OF THE CEO

PRESENTATION BY: THOMAS R. HATCH, CEO

FOR FURTHER INFORMATION CONTACT: THOMAS R. HATCH @ (714) 754-5328

RECOMMENDATION:

Staff recommends that the City Council authorize staff to release the Request for Proposal (RFP) for Fleet Maintenance Services (Attachment 3) based upon the analysis provided by both the Fleet Maintenance Services Contracting Committee and the CEO's Department.

BACKGROUND/ANALYSIS:

Council Policy 100-6 provides guidelines for evaluating the potential contracting of on-going City services on a long-term or permanent basis. As set forth in the policy, a committee was formed and comprised of three segments: Project Responsibility, Department Representative and Employee Representative. The committee was tasked with the following:

- Hearing a presentation from department representatives and asking questions about the specific proposal under consideration;
- Working together to outline how to evaluate a comparable City effort to provide the same or similar service;
- Having the project facilitator draft an analysis addressing the available alternatives for service delivery as outlined by the committee; and,
- Determining if outside comparative data would be useful.

On September 27, 2011 the Fleet Maintenance Services Contracting Committee met to discuss the duties and responsibilities of the Fleet Maintenance Services program and determine "the available alternatives for service delivery." After hearing a presentation by department staff and asking questions, the Contracting Committee determined the following alternatives for the Fleet Maintenance Services program:

1. Retain existing service level at existing cost.
2. Retain existing service level at lower cost by reorganization.
3. Contract with a private provider.
4. Contract with another public entity.

On October 3, 2011 and October 12, 2011, the Contracting Committee met to discuss, clarify and finalize the alternatives/options and the draft RFP. The following is an explanation of the attachments.

Attachment 1, a memo from the Contracting Committee to the City CEO, Tom Hatch, provides identification and analysis of each alternative and survey information provided by other agencies.

Attachment 2, a memo from the Interim Public Services Director, Ernesto Munoz, to the City CEO, Tom Hatch, provides a written evaluation (including pros and cons) of each option addressed by the Contracting Committee.

Attachment 3, the draft RFP for Fleet Maintenance Services, prepared by the Public Services Department and reviewed and finalized by the Contracting Committee.

Based on the attached information it appears that the most viable alternatives are to retain the existing service level but at a lower cost through reorganization or contracting with either a public entity or private company for services. It is difficult to determine which of these alternatives would provide the highest level of service at the lowest cost without issuing an RFP so that appropriate cost analysis and comparisons in level of service can be made.

A few items should be noted with regard to the draft RFP. While we have identified in the draft RFP the current level of expected service, we have done so on the assumption that the Council wishes to retain the existing level of service, whoever provides it. However, the draft also includes a specific request to proposers to identify "innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increase performance capabilities." This would allow the Council to evaluate either a different level of service, method of delivery, or other alternative that could maintain or enhance service levels at a lower overall cost. The RFP also requests proposers to offer information about hiring existing City employees and possible acquisition of City equipment currently used to perform the service.

Also note, that employees or groups of employees, who wish to submit a proposal in response to the RFP, will be permitted to do so. Staff recommends that employees, who wish to submit bids or responses to RFPs as contract providers, should be advised to do so in compliance with the RFP requirements and at the same time as other bidders.

As directed under Council Policy 100-6, the above is an analysis addressing the available alternatives for service delivery as outlined by the Fleet Maintenance Services Contracting Committee.

ALTERNATIVES CONSIDERED:

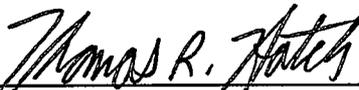
The City Council may decide not to release the RFP and direct the CEO to evaluate other alternatives identified by the Fleet Maintenance Services Contracting Committee.

FISCAL REVIEW:

The fiscal impact for outsourcing the identified City service is unknown at this time. If the City Council directs staff to release the RFP a complete analysis of the proposals and the costs for each will be provided to the City Council at that time.

CONCLUSION:

Staff recommends releasing the RFP for Fleet Maintenance Services based upon the analysis provided by both the Fleet Maintenance Services Contracting Committee and the Public Services Department.



Thomas R. Hatch
Chief Executive Officer



Tamara S. Letourneau
Interim Assistant Chief Executive Officer

Attachments:

Attachment 1
Attachment 2
Attachment 3

Contract Committee Analysis Memo
Departmental Analysis
Draft Request for Proposal



**CITY OF COSTA MESA
DEPARTMENT OF ADMINISTRATIVE SERVICES
INTEROFFICE MEMORANDUM**

TO: THOMAS R. HATCH, CHIEF EXECUTIVE OFFICER

FROM: TAMARA S. LETOURNEAU, INTERIM ASSISTANT CEO

DATE: OCTOBER 12, 2011

SUBJECT: FLEET MAINTENANCE CONTRACTING COMMITTEE

Council Policy 100-6 provides guidelines for evaluating the potential contracting of on-going City services on a long-term or permanent basis. As set forth in the policy, a committee should be formed and comprised of three segments: Project Responsibility, Department Representative and Employee Representative. The committee is tasked with the following:

- Hearing a presentation from department representatives and asking questions about the specific proposal under consideration;
- Working together to outline how to evaluate a comparable City effort to provide the same or similar service;
- Having the project facilitator draft analysis addressing the available alternatives for service delivery as outlined by the committee; and,
- Determining if outside comparative data would be useful.

On September 27, 2011 the Fleet Maintenance Contracting Committee met to discuss the duties and responsibilities on the fleet maintenance program and determine "the available alternatives for service delivery".

On October 3, 2011 the Committee met to further discuss and clarify the draft RFP and alternatives/options. On October 12, 2011 the Committee met to further discuss and clarify the draft RFP and alternatives/options.

The following alternatives for contracting fleet maintenance are described below.

1. Retain existing service level at existing cost.

Fleet Maintenance maintains, repairs and rehabilitates 319 City vehicles and pieces of equipment required by various City departments. In addition, the fleet maintenance staff also provides fleet services for the Costa Mesa Sanitary District. There are currently seven (7) full-time equivalent employees (FTEs) who provide these services. The FY 2011-12 budget includes operating costs of approximately \$1.9 million.

2. Retain existing service level at lower cost by reorganization.

The current level of staffing described above is a reduction of 1.5 FTEs as compared to the staffing levels several years ago. Even with this reduction the staff was able to retain the existing service levels; however, further reductions would negatively impact service levels. Thus, the Committee believes that this is not a viable option at this time.

3. Contract with a private provider.

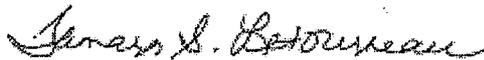
The City could contract with a private provider for the same level of service as is currently provided. The Committee recognizes that there are other local government agencies across the country which contract for fleet maintenance services. If this option is chosen the Committee recommends that consideration be given to retaining an in-house staff that would be responsible for contract management. The cost to contract out this entire service area is unknown at this time. However, given these issues the Committee believes that contracting out fleet maintenance is an option that could be considered.

4. Contract with another public entity.

Another option is for the City to explore working with another public agency to provide fleet maintenance services. The efficiencies in this option will be predicated on the proximity of the other public agency to Costa Mesa. The cost savings that could be achieved with this option is unknown at this time, but the Committee believes that this is an option that could be explored.

As directed under Council Policy 100-6, the above is an analysis addressing the available alternatives for service delivery as outlined by the Fleet Maintenance Contracting Committee. The Committee has also drafted a Request for Proposal (RFP) should you desire to present this to the City Council.

The Fleet Maintenance Contract Committee is available should you have any questions or request more information.



Tamara S. Letourneau
Interim Assistant Chief Executive Officer

CITY OF COSTA MESA

Department of Public Services

INTER OFFICE MEMORANDUM

TO: Tom Hatch, Chief Executive Officer

FROM:  Ernesto Munoz, Interim Director, Public Services Department

DATE: October 24, 2011

SUBJECT: Analysis of Alternatives Proposed by the Fleet Maintenance Services Contracting Committee

The Public Services Department has reviewed the alternatives for contracting Fleet Maintenance Services as outlined in the October 12, 2011 memorandum from the Contracting Committee. The following analysis is provided on each of the four alternatives as requested.

Alternative 1: Retain existing service level at existing cost.

Pros: A rapid response is provided for unexpected repairs, breakdowns, or other vehicle-related issues. Flexibility is provided to shift priorities to affect immediate repairs, and this alternative has the availability of specialized training, skills, and certifications that correspond to the wide variety of unique vehicles found in a municipal fleet. This alternative also provides for the ability to design and fabricate a wide range of metal items utilizing a full-service metal shop allowing for unique repairs to equipment failures. Fleet Maintenance Services customizes City equipment to function better or last longer and makes immediate short-term repairs to keep equipment operational until long-term repairs can be made.

Cons: Current staffing levels must be maintained to continue to provide existing levels of service. The current City service may be more costly than what can be provided by a private contractor. A private contractor may have innovative methods, advanced technologies, or other cost-saving strategies that could improve service delivery over the existing program. Those savings may not be realized if the existing program is continued as an in-house operation.

Alternative 2: Retain existing service level at lower cost by reorganization.

Pros: The current level of service is provided with the existing staffing levels. At this time, the Fleet Maintenance program is operating with the Fleet Supervisor position vacant due to retirement. This position could be permanently eliminated to yield cost savings while maintaining the current level of service by redistributing responsibilities. There are similar other benefits as in Alternative No.1.

Cons: Retaining current organizational structure may be more costly than utilizing a private contractor. There are similar other negative impacts as in Alternative No.1.

Alternative 3: Contract with a private provider.

Pros: The cost of Fleet Maintenance Services may be reduced if procured by an outside contractor. A private contractor may provide innovative methods, advanced technologies, or other cost-saving strategies that could improve service delivery over the existing program. Those cost savings may not be realized if the existing program continues to be provided in-house.

Cons: There may be a loss of flexibility to address immediate repairs. This may cause a delayed diagnosis for a time due to loss of historical knowledge of the equipment and the intended specific uses. This could increase downtime, but would diminish over time. A private contractor may or may not have the ability to design and fabricate a wide range of metal items or have a full-service metal shop available.

Alternative 4: Contract with another public entity.

Pros: Same as with a private contractor.

Cons: Same as with a private contractor.

c. Bobby Young, Finance & I.T. Director
Tamara S. Letourneau, Interim Assistant CEO
Peter Naghavi, Interim Assistant CEO

Fleet Maintenance Comparative Data

Respondent	Representative	1. How big is your fleet? (Total number of rolling stock) 2. Number of FTE's that handle maintenance	Does preventive maintenance services? City fleet provide the following services? Body work? No Hazardous spills? No Disposal? No Emission smog testing? No Welding or shop fabrication? Yes Application of City Graphics? Yes Preparation of specs for purchase of vehicles? Yes	What services does the City Contract Out? Body work and paint - Transmission rebuilds - Gas leaks - Seal repair/rebody - Heavy equipment tire repair - UST - Fuel tank testing / certification - Smog - Inspections/smoke tests - Front end alignments	Do you maintain non public utility and transit vehicles? Yes	1. How many Fuel Tanks do you have? 2. Who does the fueling? 3. Does staff provide quality control? 1. Citywide - 13 tanks 8 sites. Also a propane tank and 2 CNG fueling sites 2. Office staff orders fuel 3. City staff performs quality control	3. What is your total fuel capacity? 4. What type of Monitoring System? 5. Who tests Fuel Spills? 6. Fuel Spill? 1. Unleaded - 28,000 Diesel - 12,000 Red dye - 11,500 Jet "A" - 10,000 Propane - 1,150 2. Vendor not, Roman, Leak Alert 3. UST operator-City employees 4. Hazmat response plan in place - City employee	Total Budget for Fleet Management (Does this include fuel?) \$1,941,047 - O & M including fuel. Does not include Capital Replacement.	Do you maintain police vehicles? Motorcycles? Yes - both cars and motorcycles	What is your preventive maintenance interval? P.D. 4,000 miles Fire 4 months Heavy duty BT 90 days (inspection) Light duty 3 months Motorcycles 6,000 miles BMW, 8,000 Honda Misc. 100 hours
City of Orange	Keith Marlan	1. Light Vehicles - 290 Medium Vehicles - 75 Heavy Vehicles - 88 2.	Body work? No Hazardous spills? No Disposal? No Emission smog testing? Subject except diesel smog Welding or shop fabrication? Yes Application of City Graphics? Yes Preparation of specs. For purchase of vehicles? Yes	- Body and Paint - Transmission Rebuilds	Yes	1. 48,000 gallons unleaded, 18,000 gallons diesel, 4 (10 gallon) for propane 2. Vendor Root 3. Orange County Tank testing tests compliance 4. HAZMAT plan is followed, Minor Spills are Root or DPW staff.	\$978,937 - does not include vehicle replacement costs or fuel	Yes, both cars and motorcycles	- 5,000 miles	
City of Westminster	Kevin Beach	1. Light Vehicles - 153 Medium Vehicles - 51 Heavy Vehicles - 28 2. 3 full-time and 1 part time employees handle maintenance	Body work? No Hazardous spills? Yes Disposal? Yes Emission smog testing? No Welding or shop fabrication? Yes Application of City Graphics? Yes Preparation of specs. For purchase of vehicles? Yes	- Body - Transmission Rebuilds	Yes	1. One Fueling Station - 12,000 gal unleaded - 6,000 gal diesel 2. Staff orders fuel 3. N/A	\$1,400,000 O&M including Fuel	Yes, both cars and motorcycles	- 3,000 miles or 6 months.	
City of Fountain Valley	Jorge Garcia	1. Light Vehicles - 162 Medium Vehicles - 32 Heavy Vehicles - 16 2. 5 full-time employees handle maintenance	Body work? No Hazardous spills? No Disposal? No Emission smog testing? No Welding or shop fabrication? Yes Application of City Graphics? Some Preparation of specs. For purchase of vehicles? Yes	Services contracted out to vendors: - Body - Auto glass - U-joint - Above ground emergency fuel tank inspection - Heavy truck and equipment tire repair.	Yes	1. 2 above ground tanks 2. Staff orders fuel 3. Vendor tests for quality control	\$1,435,205 O&M including Fuel. Does not include capital replacement	Yes, both cars and motorcycles	45 days for travel, 90 days for heavy duty, 180 days for light duty	
City of Laguna Beach	Austin Comp	1. Light Vehicles - 105 Medium Vehicles - 15 Heavy Vehicles - 40 2. 5 full-time employees handle maintenance	Body work? Occasionally Hazardous spills? Occasionally Disposal? N/A Emission smog testing? Outsource Welding or shop fabrication? Yes Application of City Graphics? Yes Preparation of specs. For purchase of vehicles? Yes	Services contracted out to vendors: - Emissions - Tank Testing - Large body work	All except police	1. 7 below ground tanks - (2) 12,000 gal unleaded - (1) 5,000 gal diesel (1) 3,000 gal diesel (1) 2,000 gal diesel (2) 1,150 gallon propane tanks above ground - 12,000 gal unleaded - 6,000 gal Diesel 2. Staff orders fuel 3. Contract with SC fuels for testing	\$460,000	No		

Attachment 3



REQUEST FOR PROPOSAL

FOR

FLEET MANAGEMENT



PUBLIC SERVICES DEPARTMENT

CITY OF COSTA MESA

Released on

**FLEET MANAGEMENT
REQUEST FOR PROPOSAL (RFP)**

Dear Proposers:

The City of Costa Mesa is requesting proposals from qualified proposers with extensive experience in providing a comprehensive fleet and fueling management program; including the maintenance and repair of City vehicles, emission testing, DOT/BIT inspections; maintenance, operation and program management of fueling infrastructure and hazardous material disposal. The successful Proposer should also identify opportunities to improve current processes and to further reduce operational costs

1. BACKGROUND

On March 1, 2011, the City Council agreed to move forward with a comprehensive review and analysis of outsourcing 18 City services, one of which is fleet maintenance services, as outlined in the *Outsourcing of City Services Council Agenda Report*, dated February 24, 2011.

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$94 million and a total of over \$107 million of fiscal year 2010-2011.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 116,479 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP

Deadline for Written Questions

Responses to Questions Posted on Web	
Proposals are Due	
Interview (if held)	
Approval of Contract	

All dates are subject to change at the discretion of the City.

3. SCOPE OF WORK

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED

The successful Proposer shall demonstrate the capacity to furnish general repair services, preventative maintenance services and emergency repair services for the City's various classifications, types, and makes/models of vehicles. The number, make/model and composition of the City's fleet is subject to change throughout the term of this contract. Proposer is to provide all equipment, labor, materials and services as may be necessary for completing the work identified in the Scope of Work. The Proposer must also demonstrate ability and willingness to provide a fueling management program. Proposers may propose to perform some or all of the services identified in this Request for Proposal. The City will consider partial proposals and may award contracts for some or all of the services identified and may award more than one contract. If your Proposal is for only some of the services identified, please clearly identify which services you propose to provide.

OBJECTIVE OF SERVICES TO BE PROVIDED

The goal of this Request for Proposal is to identify the most qualified and cost effective Proposer to reduce the City's overall fleet maintenance costs, while improving fleet availability, reliability, life cycle of the equipment utilizing and maintaining the Fleet Focus vehicle maintenance program and meeting all Federal, State and local laws, regulations and rules, including mandatory reporting. The City of Costa Mesa maintains a large and diverse fleet of 305 light, medium and heavy duty vehicles, rolling stock and associated equipment that include, but are not limited to those used for public safety, parks, facilities maintenance, grounds maintenance, street sweeping, storm drain and street maintenance. A current listing of City vehicles, fueling infrastructure and equipment is attached hereto as Attachment A.

MINIMUM QUALIFICATIONS

Proposers must demonstrate that they have the resources, capacity and capability to provide the materials and services described herein. All proposers shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected.

- Proposers must demonstrate they have been in business providing similar service for at least the last five (5) years.
- Proposers shall provide, at a minimum, references and descriptions of three (3) contracts that are similar in nature and have been in effect for at least two (2) years. These references shall indicate the firm (and all contact information) and a thorough description of the services performed.
- Proposers must be bonded and must provide proof of bonding.
- Proposers will provide ASE master (or equal) proficiency trained working staff to service all equipment.
- Proposers will provide working staff that have Commercial Licenses (CDL) to test drive DOT regulated equipment after repair.
- Proposer will manage the CDL random drug test program for their staff as required by California Highway Patrol and Department of Transportation and advise the City Representative of non-compliance.
- Proposer shall provide a minimum of one Supervisor certified in Automotive and or Truck maintenance and repair to verify quality assurance, and act as a liaison to the City Representative.
- Proposer shall provide a minimum of one full time staff member certified as required per NFPA 1071 Emergency Vehicle Technician Professional, and California State Certified Fire / Master Mechanic level III with Pump certificate.
- Proposer shall provide a minimum of one Certified Honda Motorcycle Mechanic
- Proposer shall provide a minimum of one Certified BMW Motorcycle Mechanic
- Proposer shall provide a minimum of one Certified Kawasaki Motorcycle Mechanic if and when the City purchases Police rated Kawasaki's.

LICENSE REQUIREMENT: Prior to the award of the contract the Contractor must be licensed in the State of California with a valid Bureau of Automotive Repair license or other appropriate and legal designation

SCOPE OF WORK STANDARDS AND SPECIFICATIONS: FOR EQUIPMENT MAINTENANCE, FUEL INFRASTRUCTURE MAINTENANCE AND HAZARDOUS MATERIAL DISPOSAL

VEHICLE MAINTENANCE

This Scope of Work is a general guide, and is not intended to be an all-inclusive list of all the work necessary for completing the project scope. It shall be the Proposer's responsibility to develop and implement a preventative maintenance (PM) program to effectively maintain all vehicles and equipment listed in Attachment A, to the satisfaction of the City's Representative.

For the purpose of this proposal, preventative maintenance shall be defined as scheduled routine inspection, servicing, repair and replacement of equipment components on a regular basis so as to facilitate operations with a minimum of downtime. The PM program shall be in accordance with industry recognized best fleet management practices, and shall comply with the original equipment manufacturer (OEM) specifications, warranties and recommendations. The successful Proposer's PM program shall, at a minimum, include the specifications outlined herein, however,

are subject to change upon approval by the City's Representative.

The Proposer may include in the proposal, utilization of the current City Fleet Services building to perform the services outlined in this RFP. Proposer should be specific in how the facility would be utilized and how the City would be compensated for that beneficial use.

Should the Proposer not wish to utilize the City facility to provide the services as outlined in this RFP, then the proposal shall include porter services from City Hall and/or the Corporation yard to the Proposer's repair facility to insure that City personnel do not have to transport the vehicles to be repaired or maintained.

The towing of City vehicles which experience failures preventing them from being driven to the Proposer's repair facility shall be included in the proposal, with a limitation that vehicles to be towed must be within the City limits.

FUEL INFRASTRUCTURE and PRODUCT PROCUREMENT

The Proposer should be an experienced and all encompassing fuel service provider. In addition to the supply and delivery of gasoline, diesel fuel, jet fuel and lubricants, the Proposer must have the capability to provide City with fuel management services. Fuel management services include the development of a fuel pricing strategy, fuel usage reports, compliance scheduling and testing, online and manual tank monitoring services, records management and a fuel delivery system that is both economical and meets City's unique operational requirements. It will be the responsibility of the Proposer to either operate the City's current fuel management system, with full coordination with Fleet Management or to provide the City with an equal system. The cost to provide, maintain and/or upgrade any fuel management system is the sole responsibility of the Proposer.

SPECIFICATIONS ARE AS FOLLOWS:

Preventative Equipment Maintenance Schedules

Preventative Maintenance – A Level Service (PM-A)

Perform all items listed every 3000 miles or four months, whichever occurs first, on all cars, light trucks (1 ton and below) vans, utility vehicles, etc.. Exceptions from the PM work listed will be considered if approved by the City's Representative.

1. Safety Checklist: The listed item must be inspected, serviced and/or repaired at every PM interval.
 - a. Headlights
 - (1) High Beam
 - (2) Low Beam
 - b. Beam Indicator Lamp

- c. Parking Lights
 - d. License Plate Light
 - e. Tail/Stop Lights
 - f. Clearance Lights
 - g. Turn Signals
 - h. Hazard/ 4-way Lights
 - i. Emergency/Parking Brake
 - j. Steering and suspension components
 - k. Windshield wipers and washers
 - l. Horn and/or audible warning devices
 - (1) Siren – emergency vehicles
 - (2) Back up alarms
 - m. All interior and exterior mirrors
 - n. Exhaust pipes and all hangers/clamps
2. Inspect, service and repair all interior lights.
 3. Inspect, service, and refill fluid levels; coolant, windshield washers solvent, transmission, differentials, power steering and brake fluids, etc.
 4. Inspect, service, and repair charging system, battery terminals, cables and box.
 5. Inspect, service, and repair heating/air conditioning system.
 6. Inspect, service, and repair frame, cross members and body joints.
 7. Inspect, service, and repair the engine starting components and circuits.
 8. Inspect, service, and repair drive train components.
 9. Inspect, service, and repair any noted oil, fuel, coolant or other fluid leaks.
 10. Inspect, service, and repair air emission filters and valves as needed.
 11. Inspect, service, and repair drive belts, hoses and clamps.

12. Inspect, service, and repair all gauges for proper operation.
13. Inspect, service, repair, and lubricate all grease points on chassis, body, booms, hoists and winching mechanism.
14. Change engine oil and filter - products shall meet OEM specifications.
15. Inspect, service and replace air filter as necessary.
16. Inspect, service, repair/replace tires as necessary. Replace at 3/32 inch tread life.
17. Brake inspection

Preventative Maintenance – B Level Service (PM-B)

Perform item listed every 6,000 miles or 8 months, whichever occurs first.

1. Perform all items listed in PM-A.
2. Inspect, service, and repair emissions system as required by original equipment manufacturer.
3. Rotate and balance all tires.
4. Scope engine and perform minor tune up as necessary.
5. Inspect and service brake components as necessary. Note: Every brake job shall include complete new brake hardware kit and cleaning/repacking of wheel bearings.

Preventative Maintenance – C Level Service (PM-C)

Perform items listed every 9,000 miles or 12 months, whichever occurs first.

1. Perform all items listed in PM-A & B.
2. Inspect and service transmission, which includes, but not limited to, adjustment, fluid and filter change as necessary and/or required by original equipment manufacturer.
3. Perform front end alignment as well as inspect for worn/broken components – replace as necessary.
4. Drain, flush and replace differential fluids.
5. Drain, flush and replace engine coolant.
6. Remove all wheels and inspect brakes – replace/repair as needed.
7. Clean particulate diesel filters per OEM specifications.

REPAIRS

Estimates for equipment repair are to follow industry standard flat rate repair guidelines using sources such as, Chilton, Mitchell or All Data time.

If it is determined that a City vehicle needs repairs beyond regular maintenance such as new brakes, tires, major electrical improvements, or other repairs deemed as necessary, the Preventative Maintenance form will become a repair work order. The City Representative will be contacted to obtain authorization to proceed before any repairs are performed, as required by

California State law. The Contractor will not perform the repair until receiving approval from the City Representative in writing or e-mail. Contractor will also advise the City Representative of the estimated downtime before completing the repair.

Work shall not be sub-contracted without approval from the City Representative. Any sub-contractor to be utilized for maintenance or repair work shall meet the City's required qualifications, repair certificates, licenses, insurance requirements and provide repair and maintenance as provided in the turnaround time requirements identified in the RFP and contract.

PARTS PROCUREMENT

Contractor shall utilize the City's existing parts procurement contracts for their existing term(s). Contractor shall demonstrate to the City that he/she/it is receiving the preferred customer pricing for the City for all other parts or supplies. In the spirit of competitive pricing and the best interest of the City, Proposers shall indicate their best markup costs, if any, in the Proposal. City reserves the right to purchase parts directly for Contractor's use in effecting maintenance or repairs, whether from existing contracts or from any vendor of its choice.

WARRANTY

Contractor or Manufacturer shall fully warrant all vehicle / equipment replacement parts furnished under the terms of this contract, against failure and poor workmanship, for a period of not less than *one (1) year* including installation labor from the date of final acceptance by the City of Costa Mesa Representative.

While under warranty, Contractor shall repair or replace failed replacement parts in a timely manner to minimize the equipment downtime thus impacting the City of Costa Mesa operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty.

All labor shall be warranted for _____.

TURN AROUND TIME

Public Safety:

FIRE - In the course of maintenance and repair of City owned Fire apparatus, there shall not be more than two (combination of Fire engine / Ladder truck) units down at one time as a standard. Repairs will need to be coordinated with the City Representative to minimize equipment downtime for response. Proposers (whether private or public) shall indicate whether and how they would provide a loaner/replacement fire unit of similar configuration if more than two apparatus are out of service for repair and maintenance.

POLICE - In the course of maintenance and repair of City owned Police vehicles, there shall not be more than 10% of the safety fleet down at one time for maintenance or repair. Repairs will need to be coordinated with the City Representative to minimize equipment downtime for response.

Damage resulting from traffic collision is an exception.

White Fleet -

The City's white fleet should typically be returned to the user within one business day after preventative maintenance and/or repair is performed.

White Fleet exception: All vehicles that would provide support to safety departments during a natural or man-made disaster should be returned from maintenance and repair on the same day. These vehicles are: Vactor; backhoes; skip-loaders; dresser; aerial lift; standby truck; shop truck.

EMISSION (SMOG) TESTING

Emission testing shall be performed every two years on qualifying vehicles. Due to configuration of the City's fleet, there will be vehicles to test every year based on vehicle identification number.

DOT / BIT INSPECTION VEHICLES (Heavy Trucks, Trailers and Buses)

1. Serviced accordingly every 90 days as per DOT guidelines with CHP approved checklists.
2. Maintain records for all vehicles regulated by DOT per DOT and CHP guidelines.
3. Opacity testing done annually with comprehensive records maintained.
4. Aerial testing performed annually with comprehensive records maintained.

ADDITIONAL FLEET DUTIES

- 314 vehicles / 3 reserve / 9 lease. This does not include small equipment without a unit number.

City hall pool vehicles: hybrids, cars and trucks

Police Dept. vehicles: motorcycles, patrol, undercover, SWAT

Fire apparatus: pumpers, ladder trucks, rescue truck

Street repair equipment: paving equipment, tack truck, tractors, dump trucks

Street sweepers

Senior buses

Stand alone backup emergency generators at all facilities

Emergency standby generators located at: Fire stations 1,2,3,4,5 and 6.
Communications, city hall and police department.

- Currently In-source 9 sewer support vehicles, and un-numbered miscellaneous / welding Costa Mesa Sanitary District vehicles: vactors, generators, water truck¹
- Accident investigation for PD / review vehicles involved in a fatality
- NPDES: clean up place pans under equipment, protect storm drains
- Pick up vehicles for service or take vehicles to dealer for warranty work, emission testing
- Opacity tests on diesel trucks and maintain records
- After hours response, in support of fire apparatus, and Police patrol units
- Chase parts from dealers as needed
- Fabrication and welding: weld man hole covers in the street, repair fencing and gates in the right of way that are vandalized in the city
- Stock parts repair to maintain inventory
- Inspect vehicle hoists and maintain records as required by OSHA
- Prepare vehicle and equipment specifications for procurement
- Install graphics / city logos and unit numbers on vehicles
- Road calls in field
- Outfit new vehicles, code and safety lights, push bars, arrowsticks, etc.
- Large truck and car tire repairs and installation
- Maintain and service particulate traps as per AQMD
- Unload deliveries for warehouse / UPS / FED EX

Other Equipment Maintenance staff duties

All mechanics have class A licenses with all endorsements and can operate all city vehicles and equipment

All mechanics are disaster response certified

Schedule and supervise annual smoke checks on all city diesel vehicles

Perform all necessary paperwork and documentation for all services and repairs on all vehicles and equipment

Recyclable metal collection

Attend necessary training classes that are applicable to job

Keep all certifications and licenses current including: Class A, tanker, passenger, motorcycle, ASE's, Fire Mechanic, UST, A/C etc.

Attend safety meetings

¹ The City's current contract to provide fleet maintenance services to the Costa Mesa Sanitary District is attached as Attachment ___.

Update and review all MSDS documents

Maintain shop and city yard cleanliness if City facilities used by contractor

Assist the Recreation Division with:

- Showmobile transfer and retrieve to and from events.
- Deliver light generator to and from events, fuel and repair in field.

Assist the Public Services facilities staff with building and facility repairs

Assist the Public Services sign division with construction of signs and plaques

Assist with City fire extinguisher annual servicing

Assist Communications Division (Police Department Support Services) with two-way radio repairs and communication equipment.

Assist Police Dept. with vehicle fatal investigations

Assist Police Dept. with drug investigations

Assist Police Dept. with bait type cars, motorcycle and bicycles

Assist Police Dept. with DUI checkpoint preparedness

Assist Police Dept. with radar trailer deployment

Assist Police Dept. with accident scenes

Assist Fire Dept. with fire investigations

Assist Fire Dept. with Hazardous material clean up

Assist Fire Dept. with accident scenes

Assist Fire Dept. with training operations and training props

Conduct annual pump testing of all fire apparatus

Conduct annual ladder testing of fire apparatus ladder trucks

Volunteer for City Standby program:

After hours on call

Downed street signs

Sewer/ hazardous material spills

Trees down

Signals out

Glass and trash pick up

Accident scene clean up

Storm response; assist with pumping of flooded city streets, sandbags, trees down, submerged vehicles

Removal of vehicles and equipment stuck in mud, sand and in parks.

FABRICATION

The following are typical welding repairs and fabrication projects that may arise from time to time:

broken handrails, gates, fences, signs and plaques, benches, roof access ladders, planters, filter for wash rack, trailers, equipment mounts on fire apparatus, street signs and graphics, tables and chairs in city jail, bollards and poles, staircases, firing range targets, drainage grates, playground equipment, Fire Department training props, City Hall, library, Tewinkle Skate Park, corporate yard, restrooms, police stations, fire stations, Estancia Adobe, fire station training tower.

FUEL INFRASTRUCTURE MANAGEMENT -

- 1 Develop a pricing strategy that provides City with the best price possible given fuel consumption and operational requirements. The City will fund all fuel purchases.
- 2 Develop a fuel delivery schedule that meets fuel consumption requirements and optimizes all bulk pricing discounts.
- 3 Develop a reconciliation process to resolve significant discrepancies that may occur between the provider's recorded fuel volume and City's recorded fuel volume.
- 4 Develop hazardous waste spill and emergency procedures. Develop an OCDH approved SPCC plan.
- 5 Coordinate with City personnel to facilitate the processing and reconciliation of all supporting documents (i.e., bill of lading, invoice, fuel purchase price, etc.).

- 6 The provider must have the ability to provide monthly, quarterly, and annual fuel tracking reports that indicate the delivery date, fuel volume, price, and total cost when called to do so. The fuel usage shall be recorded within the City provided ORPAC fuel management system which interfaces with Fleet Focus vehicle maintenance management system for reports that the Contractor shall provide to the City Representative on a monthly basis.
- 7 Provide online monitoring and manual service for fuel levels, tank alarms. Report any anomalies to the City Representative with and recommended mediation measures.
- 8 Initiate compliance programs and testing including but not limited to:
 - Monthly Designated Operator Services
 - Annual Monitor Certification
 - Daily, Monthly and Annual Vapor Recovery Testing
 - Every-three-year Secondary Testing requirements.
9. Provide all services and associated record keeping and personnel UST certifications necessary to comply with Federal, State and local regulations for UST Operator Responsibilities; and as per Orange County Environmental Health and AQMD Rule 461 requirements.

FUEL TANKS MAINTENANCE DUTIES

Daily inspections of gasoline dispensing equipment

Monthly inspection on all underground storage tanks (required by law)

Hazardous material clean up shed inspection and replenishment at all sites

Annual facility personnel training

Annual fuel condition checks at all sites

CNG slow fill maintenance

ORPAK fuel system maintenance and repairs

The City has multiple UST and AST sites, including 4 tanks at the corporate yard, 1 tank at fire station 2, 1 tank at fire station 3, 1 tank at fire station 4, 1 tank at fire station 6, 3 tanks at the police station, 1 tank at City Hall, 1 tank at communications/dispatch, 4 compartment AGST oil storage tanks at fleet maintenance. Specific information regarding the fuel tank inventory is provided below.

CITY OF COSTA MESA FUEL TANK INVENTORY

Location	Tank #	Tank Type	Capacity	Actual	Product	Mfc. Date	Monitoring
CY	1	DWT-2P	2,500	2,385	DIESEL	March-86	UST-VEEDER

CY	2	G-5	8,000	7,829	DIESEL	March-86	UST-VEEDER
CY	3	G-5	8,000	7,829	GASOLINE	March-86	UST-VEEDER
CY	4	G-6	10,000	9,728	GASOLINE	November-76	UST-VEEDER
CY	Propane	B59015	1,150	1,150	PROPANE LPC	September-84	AGT/NONE
CY	Oil	EV5/5/5/5	2,000	1500/500	OIL/WASTE OIL	June-04	AGT/VEEDER
PD	7	EV 10K	10,000	9,904	GASOLINE	September-05	AGT/VEEDER
PD	8	DWT	6,000	5,929	DIESEL	September-90	UST-RONAN
HELIPAD	9	DWT	10,000	10,018	JET-A	August-84	UST
F.S.#2	12	D-5	1,000	971	DIESEL	December-87	UST/LEAK ALERT
F.S.#3	13	D-5	1,000	971	DIESEL	December-87	UST/RONAN
F.S.#5	14	EV1000	1,000	971	DIESEL	March-04	AGT/VEEDER
F.S.#6	15	D-5	1,000	971	DIESEL	July-93	UST/VEEDER
COMM.	16	SER 200721 SUPERVAULT MH	1,000	1010	DIESEL	1999	AGT
CITY HALL	17	Convault RN 2000 35F	2,000	2037	DIESEL	2000	AGT

FUEL and LUBRICANT PROCUREMENT

Proposer is responsible for ordering all fuel for a total of 13 tanks:

- Corporation Yard
- Police Department
- Fire Stations # 2, # 3, # 5, # 6
- City Hall emergency generator
- Communications Center emergency generator

The Proposer shall order fuel based on the lowest bid. Tanks shall be monitored regularly for use and gallons remaining in the tank. When the tank reaches a minimum level for a delivery, the

Proposer shall send out a bid notification to various vendors for the quantity, type of fuel, location and tank type. The lowest bidder shall be awarded the delivery. Deliveries shall be coordinated with City personnel at each facility by the Proposer to insure access and that there are no conflicts prior to scheduling the delivery.

The refilling of the propane tanks (2) at the Corporation Yard and the Placentia Street Fire Station are currently under contract with EXPO Propane and are replenished every three weeks by the vendor. If no propane powered vehicles remain in the City fleet, the tank used for servicing vehicles shall be removed by EXPO Propane with coordination provided by the Proposer.

The Proposer shall provide all necessary oil and other lubricants for the maintenance of City vehicles. Proposer is responsible for ordering all lubricants and coolant for the Fleet Services Shop. There is a multi-compartment above ground storage tank on site. If Proposer does not utilize the City Corporation Yard Fleet Services Work Area for vehicle maintenance, no lubricants or other materials shall be required to be ordered, monitored or stored on site.

HAZARDOUS MATERIAL STORAGE AND DISPOSAL

The successful Proposer will have extensive knowledge and experience in the storage and disposal of hazardous materials typically generated by a municipal operation. The intent of this specification is to define the responsibilities and expectations of the Proposer to provide the required service directly or through a sub-contractor that is a properly licensed and insured hazardous waste services provider.

The hazardous waste stream generated by the City consists generally of repetitive materials with occasional unknown products picked up by maintenance crews or public safety personnel from public rights-of-way. The City has established a central collection and pickup station location at the City Corporation Yard located at 2300 Placentia Avenue. The Proposer shall remove all hazardous materials stored in the central collection area on an interval of approximately 90 days. Following each pickup service the collection/pickup area is to be left clean and orderly. The Proposer shall at all times maintain the central collection area in a clean, secure condition, meeting all Federal, State and local law, regulations, ordinances or other applicable statutes. The area is subject to compliance inspection by the Orange County Department of Environmental Health. All inspection results shall be communicated in writing to the City representative on the day of the inspection. Proposer is responsible for compliance and for any consequences of non-compliance.

Working hours for removal hazardous waste shall be between 7:30 a.m. and 4:00 p.m. Monday through Friday. The successful contractor will not at any time allow its performance of any services under this contract to cause the City to incur overtime costs as a result of after hours monitoring of the contractor's service activities by City staff, without prior written approval by the City Representative. The Proposer shall:

1. Identify, categorize, profile, package, label, manifest, transport and dispose of regularly generated hazardous materials, as requested. Examples of materials to be processed include, but are not limited to: waste flammable liquids (contains acetone and petroleum

distillates), Non-Resource Conservation and Recovery Act (RCRA) hazardous waste solids, Non-RCRA hazardous waste liquids (latex paint), empty containers, filters, automotive batteries, alkaline and Ni-cad batteries, soil with oil, waste and absorbent materials from spill accidents, and flammable waste aerosols.

2. Within one week from date of request, the contractor is to dispatch to the requesting City facility, a vehicle and work team consisting of a lead person and a hazardous waste technician, as well as other necessary personnel that are properly trained in the handling of hazardous waste materials. This work team shall:
 - a. Establish waste streams, as required.
 - b. Complete a waste profile sheet for each waste stream so established.
 - c. Complete a Uniform Hazardous Waste Manifest and any other required documentation prior to materials transport.
 - d. Provide to the requesting City facility a copy of all documentation listed above.
3. Pack and label all wastes in accordance with DOT requirements prior to transport from City facilities. Remove hazardous materials from City facilities and facilitate transportation to a Treatment Storage and Disposal Facility (TSDF). All City-generated hazardous materials will be transported only to City-approved TSDFs.
4. Provide approximately four pickups per year at the central collection and pickup station located at the Costa Mesa Corporation Yard, 2300 Placentia Avenue. The typical pickup would include, but not be limited to the following materials and quantities:

<u>Type of Waste</u>	<u>Approximate Pickup Schedule</u>	<u>Average Quantity</u>
Fluorescent Light Bulbs	90 days	100 bulbs
Diesel Asphalt Emulsion drums	90 days	5 / 55-gal
Various Dry-Cell Batteries	90 days	100 batteries
Water-based Paints	90 days	20 gallons
Oil-based Paints	90 days	10 gallons
Various household chemicals	90 days	5 gallons
Oil- contaminated Absorbent	90 days	50 pounds
Various chemicals from Police Dept (pepper spray, butane lighters, etc.)	90 days	20 pounds

Disposal Methods

Contractor shall dispose of all hazardous solids and liquids, requiring either thermal processing, land disposal, and/or treatment prior to disposal only at facilities permitted by DTSC or USEPA.

Disposal methods shall be in conformance with all applicable local, state and federal regulations. All Resource Conservation and Recovery Act (RCRA) hazardous wastes that are recycled shall be recycled only at EPA permitted treatment facilities. All Non-RCRA oily wastes shall be disposed of in accordance with 22 CCR, Division 4.5, Chapter 29 (Used Oil Recycling Program). All RCRA hazardous wastes that are recycled shall be recycled only at EPA permitted treatment facilities.

FLEET MANAGEMENT SERVICES PRICING LIST

1. Cost proposal for all items listed in this Request for Proposals to include all parts (including any markup), labor, management fees, environmental fees, PMs as described in the Scope of Work and Specifications and all other items as listed in the specifications.

Total Cost Proposal for PM - A.

Tier I – Passenger Cars, Light Trucks and similar misc equipment\$ _____
 Tier II – Medium Duty Trucks (1 ton & below) & similar misc equipment\$ _____
 Tier III – Heavy Duty Trucks, Street Sweepers, Fire Trucks, and
 Similar misc equipment\$ _____

Total Cost Proposal for PM - B.

Tier I – Passenger Cars, Light Trucks and similar misc equipment\$ _____
 Tier II – Medium Duty Trucks (1 ton & below) & similar misc equipment\$ _____
 Tier III – Heavy Duty Trucks, Street Sweepers, Fire Trucks, and
 Similar misc equipment\$ _____

Total Cost Proposal for PM - C.

Tier I – Passenger Cars, Light Trucks and similar misc equipment\$ _____
 Tier II – Medium Duty Trucks (1 ton & below) & similar misc equipment\$ _____
 Tier III – Heavy Duty Trucks, Street Sweepers, Fire Trucks, and
 Similar misc equipment\$ _____

2. Cost proposal for directed work items such as mechanical repairs, component replacement and reconditioning. Bidder to provide written description of procedures of repairs not included in the PM specifications.

Tier I - Standard Hourly Rate\$ _____
 Tier II - Standard Hourly Rate\$ _____
 Tier III - Standard Hourly Rate.....\$ _____
 Tier I – Overtime Hourly Rate.....\$ _____

Tier II – Overtime Hourly Rate\$ _____

Tier III – Overtime Hourly Rate\$ _____

3. Cost proposal for emergency conditions (after hours) work items such as mechanical repairs, component replacement and reconditioning. Proposer to provide written description of emergency conditions procedures and hours for applications of stated rates.

Tier I – Emergency Call Hourly Rate\$ _____

Tier II – Emergency Call Hourly Rate.....\$ _____

Tier III – Emergency Call Hourly Rate\$ _____

4. Cost Proposal for Fuel Storage, Management and Delivery..... \$ _____

5. Cost Proposal for Hazardous Waste Disposal \$ _____

6. Hourly Rate for Fabrication\$ _____

7. Hourly Rate for Additional Fleet Services\$ _____

4. PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the Proposer’s response:

• Vendor Application Form and Cover Letter

Complete Appendix A, “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California and the office from which the project will be managed.

• Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Firms, public entities and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.
7. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City. In the case of use of the City Yard property, facilities or equipment, the Proposer must identify how such use would integrate with and not interfere with City's use of such facilities or equipment, how Proposer will provide insurance for operations conducted at the City Yard or using City equipment, how waste streams, water usage and other operations of Proposer will be separately accounted for.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.² Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe

² Hourly rates for the proposed personnel shall be set forth on Appendix D.

any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. *Any past or current business relationship may not necessarily disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix B, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

5. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, Five (5) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on _____, 2011 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

Kimberly Hall Barlow
Jones & Mayer
City of Costa Mesa City Attorney's Office
3777 N. Harbor Blvd.
Fullerton, CA 92835
RE: Fleet Management

- **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

Richard Amadril, RFP Facilitator
ramadril@ci.costa-mesa.ca.us

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than _____, 2011. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a Proposer is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation

of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services, including costs of responding to this RFP. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Proposer and Key Personnel-----25%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----10%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----50%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----15%

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all

proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. **Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for _____, 2011 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked

firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

10. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

12. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the

past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

13 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

14. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

15. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

APPENDIX A



REQUEST FOR PROPOSAL
Fleet Management
VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____

Fax: _____

Contact Person for Proposals: _____

Title: _____

E-Mail Address: _____

Business Telephone: _____

Business Fax: _____

Is your business: (check one)

NON PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

APPENDIX B

PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this ___ day of ____, 2011 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and consultant, a California corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant _____ as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant’s Proposal (the “Proposal”). A copy of said Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and

safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. [TBD]

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be

made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, inmate intake reports and logs shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Five Million Dollars (\$5,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Five Million Dollars (\$5,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.
- (e) Pollution Liability insurance, providing coverage for any claim, suit, cause of action, demand, clean-up notice or other liability for pollution or hazardous materials discharge, on a claims made basis, with policy limits of not less than Five Million Dollars (\$5,000,000.00) combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain said pollution liability insurance during the life of this Agreement and for five years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."

- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Consultant
12345 Jefferson Rd.
Costa Mesa, CA 92626
Tel: 555-555-5555
Fax: 555-555-5555
Attn:

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5156
Fax: 714-754-5330
Attn: Purchasing

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto

agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers)

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and

discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11 PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of

confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

6.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19 Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate 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 and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,

A municipal corporation

Date: _____

City Manager of Costa Mesa

CONSULTANT

Date: _____

Signature

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Date: _____

City Attorney

APPROVED AS TO INSURANCE:

Date: _____

Risk Management

APPROVED AS TO CONTENT:

Date: _____

Project Manager

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY	EFFECTIVE	PAGE
	NUMBER	DATE	
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - b. Establishing a Drug-Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;

SUBJECT	POLICY	EFFECTIVE	PAGE
	NUMBER	DATE	
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1.F, inclusive
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT C

CERTIFICATES OF INSURANCE

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Fleet Maintenance Services RFP at any time after [INSERT DATE OF ISSUANCE OF RFP], 2011

OR

I certify that Proposer or Proposer's representatives have communicated after [INSERT DATE OF ISSUANCE OF RFP] 2011 with a City Councilmember concerning the Fleet Maintenance Services RFP. A copy of all such communications is attached to this form for public distribution.

APPENDIX D

PRICING PROPOSAL FORM

Employee	Hourly Rate	Hours worked	Total Cost	Overtime rate
	\$			\$
	\$			\$
	\$			\$

Total Estimated Annual Price	\$
------------------------------	----

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

APPENDIX E

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

ATTACHMENT A – VEHICLE INVENTORY

FLEET INVENTORY
as of December 31, 2010

Unit #	Model Year	Make	Model	Description	Service Class
026	2001	Ford	F-450 Super	w/ 16 ft	Class 3
027	2000	Raymond	FAS1-R30TT	electric fork lift	Forklift
010	1996	Ford	Taurus	Wagon	Auto
213	2006	Ford	E-350	15 passenger	Van
212	2006	Ford	E-350		Van
220	2003	Ford	E-350	15 passenger	Van
217	2003	Ford	F-150	standard cab, 8-ft box	Pickup
230	2006	Multi-quip	Light tower	portable light towers	
231	2006	Multi-quip	Light tower	portable light towers	
232	2006	Multi-quip	Light tower	portable light towers	
233	2006	Multi-quip	Light tower	portable light towers	
234	2006	Multi-quip	Light tower	portable light towers	
235	2006	Multi-quip	Light tower	portable light towers	
236	2006	Multi-quip	Light tower	portable light towers	
237	2006	Multi-quip	Light tower	portable light towers	
238	2006	Multi-quip	Light tower	portable light towers	
239	2006	Multi-quip	Light tower	portable light towers	
240	2006	Multi-quip	Light tower	portable light towers	
241	2006	Multi-quip	Light tower	portable light towers	
242	2008	Multi-quip	Light tower		
243	2008	Multi-quip	Light tower		
244	1992	Multi-quip	7KW light tower	Asset # 17988	
245	1992	Multi-quip	7KW light tower	Asset # 17989	
211	2000	Eldorado	Bus	bus, 18 passenger	Class 4
219	2001	Eldorado	Bus	OCTA bus	Bus
215	1982	Wenger	80A1	showmobile w/stage	Misc Equip
216	2007	GMC	C5500		
600	2006	Service Body Van			
602	1999	Chevrolet	Astro	7 passenger	Van
697L	2011	Dodge	Avenger	4 dr	Auto
698698L	2012	Ford	Fusion	4 dr	Auto/Lease
748	1999	Chevrolet	Lumina	4 dr	Auto
700	2007	Ford	Expedition		
696	2003	Toyota	Prius Hybrid	4 dr	Auto
776	2000	Chevrolet	Astro	cargo van	Van
777	1999	Chevrolet	Astro	cargo van	Van
695	2003	Toyota	Prius Hybrid	4 dr	Auto
761	2009	Ford	E-250	van, jail	Van
794	2001	Ford	E-350	1 ton, 15 passenger	Van
741	2006	Ford	Taurus	sedan	Auto
778736	2001	Ford	Taurus	4 dr	Auto

778L	2012	Ford	Fusion	4 dr	Auto Lease
699	2001	Ford	Taurus	4 dr	Auto
701	2005	Chevrolet	Tahoe	SUV	SUV
702	2006	Ford	Crown Vic	sedan	PD Patrol
703	2006	Ford	Crown Vic	sedan	PD Patrol
704	2007	Ford	Crown Vic	4 dr	PD Patrol
705	2007	Ford	Crown Vic		PD Patrol
706	2006	Ford	Crown Vic	4 dr	PD Patrol
707	2007	Ford	Crown Vic	4 dr	PD Patrol
708	2008	Ford	Crown Vic	4 dr	
709	2008	Ford	Crown Vic	4 dr	PD Patrol
710	2009	Ford	Crown Vic	4 dr	PD Patrol
711	2007	Ford	Crown Vic	4 dr	PD Patrol
712	2007	Ford	Crown Vic	4 dr	PD Patrol
713	2006	Ford	Crown Vic	4 dr	PD Patrol
714	2007	Ford	Crown Vic	4 dr	PD Patrol
715	2009	Ford	Crown Vic	4 dr	PD Patrol
716	2007	Ford	Crown Vic	4 dr	
717	2006	Ford	Crown Vic	4 dr	PD Patrol
718	2007	Ford	Crown Vic	4 dr	PD Patrol
719	2008	Ford	Crown Vic	4 dr	PD Patrol
720	2007	Ford	Crown Vic	4 dr	PD Patrol
721	2007	Ford	Crown Vic	4 dr	PD Patrol
722	2007	Ford	Crown Vic	4 dr	PD Patrol
723	2008	Ford	Crown Vic	4 dr	PD Patrol
724	2009	Ford	Crown Vic	4 dr	PD Patrol
725	2007	Ford	Crown Vic	4 dr	PD Patrol
726	2008	Ford	Crown Vic	4 dr	PD Patrol
727	2006	Ford	Crown Vic	4 dr	PD Patrol
728	2007	Ford	Crown Vic	4 dr	PD Patrol
729	2007	Ford	Crown Vic	4 dr	PD Patrol
730	2008	Ford	Crown Vic	4 dr	PD Patrol
731	2006	Ford	Crown Vic	4 dr	PD Patrol
738738L	2012	Ford	Fusion	4 dr	Auto Lease
739739L	2012	Ford	Fusion	4 dr	Auto Lease
743743L	2012	Ford	Fusion	4 dr	Lease
751	2008	Ford	Crown Vic	4 dr	PD Patrol
763	1993	Ford	E-350		Van
765	2000	Ford	F-550	cab&chassis w/s	Class 3
779	2002	Ford	Crown Vic	4 dr	PD Patrol
780	2006	Ford	Crown Vic	sedan, k-9	PD Patrol
781	2006	Ford	Crown Vic	sedan, k-9	PD Patrol
782	2007	Ford	Crown Vic	4 dr	PD Patrol
783	2008	Ford	Crown Vic	4 dr	PD Patrol
784	2004	Ford	Crown Vic	4 dr	PD Patrol
787	2008	Ford	Crown Vic	4 dr	PD Patrol
791	2008	Ford	Ranger	utility, park ranger	SUV
792	2006	Ford	Ranger		
795	2006	Honda	Accord	4 dr	Auto
797	2005	Toyota	Camry	4 dr Sedan	Auto

798	1998	Ford	F-150	standard cab, 6 ft box	Pickup
799	1987	DICO	Utility	trailer, k-9	Misc Equip
757	2006	Ford	Crown Vic	4 dr	
785	2006	Ford	Crown Vic	4 dr	PD Patrol
786	2006	Ford	Crown Vic	4 dr	PD Patrol
647	2008	Ford	F-350		
648	2004	Ford	F-250	truck, animal control	Pickup
649	2005	Ford	F-250	truck, animal control	Pickup
621	2007	BMW			Motorcycle
624	2004	BMW	R110RT-P/CHP		Motorcycle
628	2007	BMW			Motorcycle
630	2007	BMW			Motorcycle
631	2006	BMW			Motorcycle
632	2004	BMW	R110RT-P/C		Motorcycle
635	2007	BMW	R110RT-P/C		Motorcycle
636	2006	BMW			Motorcycle
638	2007	BMW			Motorcycle
733733L	2012	Ford	Fusion	4 dr	Auto Lease
752	2009	Ford	Crown Vic	4 dr	PD Patrol
753	2008	Ford	Crown Vic	4 dr	PD Patrol
754	2008	Ford	Crown Vic	4 dr	PD Patrol
755	2007	Ford	Crown Vic	4 dr	PD Patrol
756	2008	Mighty Mover	DUI Trailer	trailer	
758	1995	Mighty Mover	DUI Trailer	trailer	Misc Equip
759	2000	Kustom Signal	Smart	trailer, radar	Misc Equip
760	2006	Radar Trailer			
762L	2012	Ford	Fusion	4 dr	Lease
770	2008	Ford	Ranger, pick up	ext cab	Pickup
771	2008	Ford	Ranger, pick up	ext cab	Pickup
772	2003	Ford	F-150	ext cab	Pickup
773	2001	Dodge	Dakota	club cab	Pickup
774	2001	Dodge	Dakota	club cab	Pickup
793	1999	Ford	Motor home	PD mobile command	Class 7
732	2001	Ford	Taurus		Auto
734	1996	Ford	Taurus	sedan	Auto
735	1997	Oldsmobile	Cutlass	sedan	Auto
737	2000	Buick	Century	4 dr, sedan	Auto
742742L	2012	Ford	Fusion	Sedan 4 door	Auto Lease
744	1998	Chevrolet	Lumina	sedan	Auto
745	2001	Ford	Taurus		Auto
746	2004	Chevrolet	Cavalier	sedan	Auto
747	2000	Ford	Windstar	3 dr passenger van	Van
749	2009	Ford	Taurus	sedan	Auto
766	2008	Chevrolet	Uplander	sedan	Auto
769	1998	Ford	Mustang		
796	2001	Ford	Taurus		Auto
622	2006	Honda	Motorcycle		
626	2006	Honda	Motorcycle		
627	2006	Honda	Motorcycle		
629	2006	Honda	Motorcycle		

634	2005	BMW	R110RT-P/CHP		Motorcycle
750	2005	Chevrolet	Tahoe		
740740L	2012	Ford	Fusion	4 dr	Auto/Lease
500	2003	Mercury	Grand Marquis	4 dr sedan	Auto
502	2007	Ford	F-150	4 dr	SUV
503	1999	Chevrolet	Astro	7 passenger	Van
501	1999	Chrysler	Town&Country		Van
504	1999	Chevrolet	CR 20906	4 dr suburban	SUV
509	2008	Ford	F250 Pick up		
510	2005	Ford	Excursion	4 dr wagon	SUV
511	1999	Chevrolet	CR 20906	4 dr suburban	SUV
514	2006	American LaFrance	Fire Pumper	pumper e-one	Class 7
515	2006	American LaFrance	Fire Pumper	pumper e-one	Class 7
517	1989	Federal	LO95	platform e-one	Class 8
518	1989	Federal	Hush	pumper e-one	Class 7
520	1989	Federal	Hush	pumper e-one	Class 7
522	2002	American LaFrance	Eagle	tractor trailer/Squad #85	Class 8
523	2004	American LaFrance	Fire Pumper	Fire Truck	Class 7
524	2004	American LaFrance	Fire Pumper	Fire Truck	Class 7
525	2008	American LaFrance	Quint	platform e-one	Class 8
526	1991	Federal	Hush	pumper e-one	Class 7
527	1997	Federal	Hurricane	pumper e-one	Class 7
541	1997	Wellscargo	EW 2024	trailer, rescue (USAR trailer)	Misc Equip
542	1997	Mighty Mover	SX 34	trailer, training (CPR trailer)	Misc Equip
505	2003	Scotty	Trailer	Public Education	Misc Equip
530	2006	Ford	500		
531	1995	Chevrolet	Astro	extended	Van
532					
533	1999	Chevrolet	Lumina	4 dr	Auto
534	2003	Chevrolet	2500 DYH	3/4 ton, extended cab	Pickup
535	2000	Dodge	Durango	4 dr	SUV
068	2001	Ford	Taurus		Auto
069	2001	Ford	Taurus		Auto
070	2001	Ford	Taurus		Auto
071	2001	Ford	Taurus		Auto
072	2007	Ford	Ranger		Pickup
073	2001	Ford	Taurus	4 dr	Auto
050	1999	Chevrolet	Lumina	4-dr sedan	Auto
051	2001	Chevrolet	S-10	4-dr Blazer	SUV
052	2004	Ford	Taurus	sedan	Auto
053	2001	Chevrolet	Blazer	4 dr blazer	Pickup
054	1999	Chevrolet	Lumina	4-dr sedan	Auto
055	2004	Ford	Taurus	sedan	Auto
057	2001	Ford	Taurus		Auto
058					
300	2008	Ford	Escape	2 wd	SUV

330	1998	Chevrolet	Astro		Van
302	2006	Ford	F-150		Pickup
305					
307	1998	Chevrolet	C-1500		Pickup
331	2006	Ford	F-150		Pickup
326	1999	Ford	E-350	3/4 ton cargo van	Van
386	1985	Int Harvester	510-B	loader, dresser	Misc Equip
387	2001	Tymco	FL 70/A7000	regenerative air sweeper	Sweeper
389	1997	Tymco	CF8000		Sweeper
390	2001	Tymco	FL 70/A7000	regenerative air sweeper	Sweeper
391	1999	Tymco	600		Sweeper
392	2003	Tymco	600		Sweeper
137	1997	Ford	F-350	flatbed	Pickup
151	2007	Ford	F-350	stake	Pickup
336	1985	Zieman	1150	trailer roller	Misc Equip
339	2006	Ford	F-250	pick up	
340	1995	Ford	F-800	asphalt patch truck	Class 4
341	2002	Dynapac	CC/122	roller vibratory	Misc Equip
342	1984	Ford	LT 9000		Class 8
343	2005	Lee-Boy	L250T	Tack Distributor	Misc Equip
344	2000	Fermec	680B	tractor loader/backhoe	Misc Equip
345	1986	Freightliner	112	truck	Class 8
346	2000	Chevrolet	C-6500	2 1/2 ton, stakebed	Class 7
347	1996	Ferguson	46A	asphalt roller	Misc Equip
350	2000	Sterling	LT9513	10 wheel, 3 axle dump	Class 8
351	1993	Star	SI2001D	arrow board trailer/display panel	Misc Equip
353	2006	Mikasa	Compactor Plate	Compactor Plate	Misc Equip
355	2001	Mikasa	MVC 90LH	compactor vibra-plate	Misc Equip
356	1998	Smith	SPS 8	grinder planer	Misc Equip
361	1985	John Deere	510-B	backhoe	Misc Equip
362	1986	Grimer Smitt	125	compressor	Misc Equip
366	2001	Dodge	2500	3/4 ton, 4x4	Pickup
367	1983	Ford	F-700	dump	Class 3
372	1997	Lee-Boy	8500	paver	Misc Equip
373	1997	Zieman	2320	trailer, paver	Misc Equip
377	1985	Wacker	P03	mud pump wacker	Misc Equip
380	2002	GMC	TC36003	1 ton, 2.5 dump body	Class 2
399	2006	Ford	F-350		
403	1999	Sterling	L 7501	vactor cleaner	Class 8
123	2003	Ford	F-150	standard cab, 8-ft box	Pickup
311	2007	GMC	C5500	svc bodysign truck	Class 3
313	1998	TITN	759-601	hand striper	Misc Equip
314	1988	P-M	-	line remover	Misc Equip
315	2001	Dodge	Dakota	quad cab	Pickup
316	1996	Morton	TMT123P	striper	Misc Equip
317	1992	Ford	F-350	flatbed	Class 3
318	2001	Ford	F-350	stencil truck	Class 3
319	1996	Crafco	BAX 250	bituman applicator	Misc Equip
100	2006	Husky Hauler		tractor	Misc Equip
103	1983	Zieman	1150	trailer f/b tilt	Misc Equip

104	1999	Ford	F-250	1/2 ton standard cab	Pickup
105					
106	2004	Ford	F-150	3/4 ton	Pickup
107	2004	Ford	F-150	3/4 ton	Pickup
109	2001	Dodge	3500	1 ton dump	Pickup
110	2000	Chevrolet	C-2500	3/4 ton	Pickup
111	1988	Dico	Trailer		
113	2007	Easy Lawn HydroSeeder			
114	2006	Vermeer		stump grinder	Misc Equip
115	2006	Ditch Witch		trencher	Misc Equip
116	2003	Vermer	Carrier	20 ft trailer	Misc Equip
117	2001	Rototiller			
118	2002	Rototiller			
121	1991	Olathey	166HL	sweeper	Misc Equip
124	2004	Ford	F-150		Pickup
125	2008	Ford	Ranger	CC10703	Pickup
126	2007	Ford	F-250		Pickup
127					
128	2008	Ford	Ranger		Pickup
129	2007	Ford	F-250		Pickup
130	2007	Ford	F-250		Pickup
131	2008	Ford	Ranger	CC10703	Pickup
132	2007	Ford	F-250		Pickup
134	2002	John Deere	Gator	utility vehicle/truckster	Misc Equip
135	2003	John Deere	1200A	bunker & field vehicle/sand rake	Misc Equip
136	2008	John Deere	Gator	4 wh truckster	Misc Equip
138	2008	John Deere	Ballfield Groomer		
139	2005	Ford	F-250	Service Body	Pickup
140	2008	Ford	E-350 Cargo Van		Van
141	1996	Honda	EB5000X	generator, 5 kva	Misc Equip
143	1997	Ford	E-151		Van
144	2003	John Deere	Aercore Ae	aerator	Misc Equip
146	2001	Fermec	640B	tractor loader 2 wd	Misc Equip
147	2006	John Deere		tractor	
155	1991	Toro	216	mower, reelmaster	Misc Equip
156	1992	Vrisimo	SC-174	mower, flail	Misc Equip
173	2005	Ford	F-250	Service Body	Pickup
175	1986	Star	1950-D	display panel	Misc Equip
178	1982	Int Harvester	S-1700	truck, chipper	Class 4
180	2000	Chevrolet	C-2500	3/4 ton	Pickup
181	2006	Ford	F-550		Class 4
183					
184	1990	Ford	F-700	dump, 5 yd	Class 3
189	2002	Freightliner	FL 70	water truck, 1,500 gal	Class 4
191	1991	Olathey	816	chipper, brush	Misc Equip
194	1986	Ferguson	50HX	tractor, backhoe m-f	Misc Equip
195	2006	Ford	F-350	truck	Class 4
196	2007	Ford	F-250		Pickup
209	2004	Ford	F-150		Pickup
214	1987	Ford	E-350	15 passenger	Van

218	2008	Mighty Mover	Toilet Trailer		
085	2000	Toyota	Camry		Auto
081	2006	Ford	Focus	sedan	Auto
082	1992	Ford	Crown Vic	sedan	Auto
083	2006	Ford	Focus		
084	1995	Chevrolet	Astro		Van
086	2004	Chevrolet	Cavalier	sedan	Auto
087	1999	Chevrolet	S-10	ext cab	Pickup
088	2003	Toyota	Prius Hybrid	4 dr	Auto
089	2003	Toyota	Prius Hybrid	4 dr	Auto
090	2003	Toyota	Prius Hybrid	4 dr	Auto
410	2003	Ford	F-150	standard cab, 8-ft box	Pickup
411	1978	Onan	2500 DYH	generator, 250k	Misc Equip
414	2001	Chevrolet	C-3500	1 ton, cargo van	Van
415	1996	Ford	E-350		Van
416	1990	Falcon	6x12 Trail	trailer, enclosed	Misc Equip
418	1999	Katolight	D100FRZ4	100 kw generator	Misc Equip
419	2000	Generac	20A01873-S	500 kw generator	Misc Equip
422	1987	Chevrolet	C-10		Pickup
426	1988	Chevrolet	Astro	van	van
067	1999	Chevrolet	Lumina		Auto
074	2003	Ford	Crown Vic	4 dr	Auto
091	2003	Ford	Crown Vic	4 dr	Auto
409	1997	Chevrolet	S-10		Pickup
420	1995	Neal	Cycle trai	trailer, motorcycle	Misc Equip
421	1990	Hyster	Forklift	forklift	Misc Equip
423	2001	Multiquip	TLG12SPX	12 kw generator	Misc Equip
424	2009	Ford	F-350	Service Body	Pickup
425	1991	Ford	F-150		Pickup
427	1980	Chevrolet		road svc	Pickup

CITY OF COSTA MESA FUEL TANK INVENTORY

Location	Tank #	Tank Type	Capacity	Actual	Product	Mfc. Date	Monitoring
CY	1	DWT-2P	2,500	2,385	DIESEL	March-86	UST-VEEDER
CY	2	G-5	8,000	7,829	DIESEL	March-86	UST-VEEDER
CY	3	G-5	8,000	7,829	GASOLINE	March-86	UST-VEEDER
CY	4	G-6	10,000	9,728	GASOLINE	November-76	UST-VEEDER
CY	5	Propane			PROPANE	January, 2009	AGT/NONE
		METSA	1,150	1,150	LPG		
CY	Oil	EV5/5/5/5	2,000	1500/500	OIL/WASTE	June-04	AGT/VEEDER
CY	18	FMQ-8-36	Slow Fill		CNG	2003	N/A
CY	19	FMQ-8-36	Slow Fill		CNG	2003	N/A
PD	7	EV 10K	10,000	9,904	GASOLINE	September-05	AGT/VEEDER
PD	8	DWT	6,000	5,929	DIESEL	September-90	UST-RONAN
HELIPAD	9	DWT	10,000	10,018	JET-A	August-84	UST UST/LEAK ALERT
F.S. #2	12	D-5	1,000	971	DIESEL	December-87	UST/LEAK
F.S.#3	13	D-5	1,000	971	DIESEL	December-87	ALERT
F.S.#5	14	EV1000	1,000	971	DIESEL	March-04	UST/RONAN
F.S. #6	15	D-5	1,000	971	DIESEL	July-93	AGT/VEEDER
		SER 200721 SUPERVAULT					
COMM. CITY HALL	16	MH	1,000	1010	DIESEL	1999	AGT
	17	Convault RN 2000 35F	2,000	2037	DIESEL	2000	AGT

**AGREEMENT FOR COSTA MESA SANITARY DISTRICT Attachment B
VEHICLE MAINTENANCE SERVICES**

THIS AGREEMENT is made and effective as of September 7, 2010, between the Costa Mesa Sanitary District, a sanitary district ("District") and the City of Costa Mesa, a municipality ("City"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 7, 2010, and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

City shall perform the tasks described and set forth in **Paragraph 3**. City shall complete the tasks according to the schedule of performance which is also set forth in **Paragraph 3**.

3. PERFORMANCE

City shall at all times faithfully, competently and to the best of his /her/ its ability, experience, and talent perform all tasks described herein. City shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of City hereunder in meeting its obligations under this Agreement.

A. Upon District request, City shall perform maintenance on the District vehicles and equipment identified in **Exhibit A**, which may be amended if and when the District vehicle fleet expands.

B. Upon District request, City shall perform the following services on District vehicles and equipment:

1. Preventive Maintenance (PM) that consist of the following tasks:

- (a) Change lube, oil and filter on main engine and auxiliary engine(s) as applicable per manufacturer's recommendation.
- (b) Chassis lubrication at all points and check drive belts, battery and hoses for maintenance or appropriate replacement as needed;
- (c) Brake inspection;
- (d) Inspect for any possible fluid leaks and top-off all fluids for engine and transmission oil, coolant, brakes, power steering and windshield washers;
- (e) Check and replace windshield wiper blades as necessary;

Attachment B
(f) Check wheel bearings, tire pressure, wheel conditions including alignment and balancing, axle-seals and recommend corrective action above and beyond lubrication;

(g) Inspect for any possible electrical shorts, including light bulbs;

(h) Miscellaneous safety inspection; including all required inspections to meet all DOT requirements.

(i) Other corrective maintenance services as requested / needed.

2. Light duty and utility vehicles are due for PM when they have traveled 3,000 miles or surpassed three months of service, whichever comes first.

3. Heavy duty vehicles are due every 90 days as per DOT regulation, or three hundred (300) hours of operation, whichever comes first.

4. During PMs if it is noticed that a District vehicle needs new brakes, tires, major electrical improvements, or other necessary repairs, the PM form will become a repair work order, at which time the City will notify the District in writing or by e-mail to obtain authorization to proceed before the repair is performed, as required by California State law. City will not perform the repair until receiving approval from District authorized personnel in writing or e-mail. City will also notify District of the estimated downtime before completing the repair.

5. Transmission service on heavy duty vehicles will be performed based on manufacturer's recommendation; every 3,000 hours or 3 years, whichever comes first if serviced with "Transynd" (Allison Synthetic long life automatic transmission fluid), or 300 hours or once a year, whichever comes first, if serviced on standard automatic transmission fluid

6. Cooling system shall be serviced and coolant replaced at manufacturer's recommended interval.

7. Hydraulic systems in heavy duty vehicles shall be inspected every 1,000 hours of operation and replaced at manufacturer's recommended interval.

8. Inspect all auxiliary equipment as required per manufacturer's recommendations. Inspect the operational portion of sewer cleaning truck to include the vacuum impeller, auxiliary engine, cooling system, fuel/air/oil filters, and other associated equipment and systems.

9. CMSD will obtain carrier identification number, when applicable from the California Highway Patrol (CHP) by completing a "Motor Carrier Profile" form CHP 362 and submit to the CHP. Coordinate Biennial Inspection of Terminals (B.I.T.) inspections with the CHP every 90 days, in which the CMSD will maintain the required 'pull notice program' and 'pre-trip' inspection record keeping. City will not be responsible for record keeping associated with those programs. City personnel will be available to assist during any required inspections; standard labor rates will apply.

10. PM Notification Procedures – City will provide electronic notifications to District personnel at least 30 days before PM is due to schedule a time and day for which District vehicle can be delivered to the City's garage.

11. Reports – Upon request from the District, City will provide District with computerized maintenance management reports for each vehicle. Reports may include, but are not limited to work history, downtime history, or other information currently available from the City's "Fleet Anywhere" software program.

12. All CMSD vehicles to be delivered to City Corporation Yard and picked up by CMSD personnel.

13. Any required travel to outside vendors will be performed by CMSD personnel, unless approved in advance by CMSD for City personnel transportation, which will be charged at standard labor rates.

14. No fuel will be provided by the CITY OF COSTA MESA.

15. All legally mandated requirements (Smog testing, Opacity testing, Diesel Particulate Filters, CHP B.I.T. inspections, etc.) will be performed by CMSD personnel, unless otherwise requested by or approved by CMSD for City personnel to coordinate. Standard labor rates will apply.

16. Towing of inoperable CMSD vehicles to be scheduled by and charged to CMSD, unless CMSD requests this service by City. City to charge actual costs for tow service to CMSD.

17. City personnel called out to perform repairs in the field either during or after hours will be charged from the time of receiving the call at the agreed upon hourly rate. After hours calls will be charged at the rate of time and one half (1 ½) for a minimum of two hours.

18. City personnel will not perform inspections or repairs of any lifting or hoisting devices, cranes or other specialty lifting equipment as part of this Agreement.

19. City will charge District accordingly for disposal of waste tires, oils and those items that are subject to regulatory disposal guidelines.

4. DISTRICT MANAGEMENT

District's Operations Manager shall represent District in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by City, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to City. The District's General Manager shall be authorized to act on District's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change City's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The District agrees to pay the City monthly, in accordance with the labor rate of \$73.20 per hour as per industry standard Flat Rate Manual for services rendered.

The labor rate charged to the District by the City may be reviewed by the City at the end of each fiscal year to determine if any changes in actual costs incurred by the City for providing the services covered by the Agreement warrant an increase in the labor rate. Should the City determine that an increase is justified the City shall make a written request to the District thirty days prior to the start of the proposed increase. The District retains the right to deny and/or negotiate any rate increase to the satisfaction of both parties. The District shall, in writing, provide notice of acceptance or request negotiation prior to the expiration of the thirty day notice period. Lack of response by District by the end of the thirty day period shall be considered acceptance of the proposed increase

All unique repairs such as welding, fabrication, extraction of broken studs/bolts will be charged on an hourly basis. In addition, the District agrees to pay for direct costs the City paid for procuring parts and/or outsourcing services to a private vendor, with prior CMSD approval.

(b) City shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the District General Manager. City shall be compensated for any additional services in the amounts and in the manner as agreed to by District General Manager and City at the time District's written authorization is given to City for the performance of said services. The District General Manager may approve additional work not to exceed the greater of fifteen-thousand dollars (\$15,000.00) or two percent (2%) of the total annual contract sum. Any additional work in excess of this amount shall be approved by the Board of Directors.

(c) City will submit invoices for actual services performed including parts and labor. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the District disputes any of City's fees it shall give written notice to City within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the City at least ten (10) days' prior written notice. Upon receipt of said notice, the City shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) The City may at any time, for any reason, with or without cause, terminate this Agreement, by serving upon the District at least thirty (30) days' prior written notice.

(c) In the event this Agreement is terminated pursuant to this Section, the District shall pay to City the actual value of the work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the City will submit an invoice to the District pursuant to Section 5.

7. DEFAULT OF CITY

Attachment B

(a) The City's failure to comply with the provisions of this Agreement shall constitute a default. In the event that City is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating City for any work performed after the date of expiration of the cure period set out in subsection 7(b) hereof as to such default and District can terminate this Agreement immediately by written notice to the City. If such failure by the City to make progress in the performance of work hereunder arises out of causes beyond the City's control, and without fault or negligence of the City, it shall not be considered a default.

(b) If the District General Manager or his/her delegate determines that the City is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the City a written notice of the default. The City shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the City fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) City shall maintain complete and accurate records with respect to vehicle maintenance by listed vehicle and other such information required by District that relates to the performance of services under this Agreement. City shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. City shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

(b) Upon completion, termination or suspension of this Agreement all records of vehicle maintenance by listed vehicle and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused or otherwise disposed of by the District without the permission of the City, subject to the Public Records Act. All vehicle maintenance records by listed vehicle will be transferred to the follow-on agreement with the current City or other agency as determined to be in the best interest of the District. With respect to computer files, City shall make available to the District, at the City's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer data files.

9. INDEMNIFICATION

(a) The City shall indemnify and defend the District from any and all claims,

demands, liabilities, damages, losses, costs and expenses, including attorney's fees arising from:

1. The repair work done on District vehicles.
2. Bodily injury or property damage caused by the intentional or negligent driving, test driving or moving of the vehicles while the vehicles are in the possession of City personnel.
3. Injuries to City employees who work on District vehicles, except as they may be caused by the negligence or intentional misconduct of District employees or agents.

4. Loss or damage to District vehicles while in possession of City personnel except that such liability shall be limited to that of a bailee who fails to take reasonable steps to protect such vehicles, including theft and fire.

5. Bodily injury or property damage to the extent caused by City equipment failure.

6. Improper disposal by City of hazardous wastes, oils, lubricants or tires that emanate from District vehicles.

(b) District shall indemnify and defend the City from any and all claims, demands, liabilities, damages, losses, costs and expenses, including attorney's fees arising from:

1. Acts of District employees or agents in bringing the vehicles onto City property that cause damage to persons or property by intentional or negligent act.
2. Acts of District employees or agents in operating District vehicles before or after any services performed by City on said vehicles.

10. INSURANCE

City procures and administers self-insured general liability and environmental insurance programs. District procures and administers self-insured general liability and environmental insurance programs.

11. INDEPENDENT

(a) City is and shall at all times remain as to the District a wholly independent public entity. The personnel performing the services under this Agreement on behalf of City shall at all times be under City's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of City or any of City's officers, employees, or agents, except as set forth in this Agreement. City shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. City shall not

incur or have the power to incur any debt, obligation, or liability whatsoever against District, or bind District in any manner. Attachment B

(b) No employee benefits shall be available to City in connection with the performance of this Agreement. Except for the fees paid to City as provided in the Agreement, District shall not pay salaries, wages, or other compensation to City for performing services hereunder for District. District shall not be liable for compensation or indemnification to City for injury or sickness to City's employees arising out of performing services hereunder, except that resulting from District's negligence or intentional misconduct.

12. LEGAL RESPONSIBILITIES

The City shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The City shall at all times observe and comply with all such laws and regulations. All legally mandated requirements (Smog testing, Opacity testing, Diesel Particulate Filters, CHP B.I.T. inspections, etc.) are the responsibility of CMSD.

The District, and its officers and employees, shall not be liable at law or in equity for failure of the City to comply with this Section.

13. UNDUE INFLUENCE

City declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Costa Mesa Sanitary District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the Costa Mesa Sanitary District will receive compensation, directly or indirectly, from City, or from any officer, employee or agent of City, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION / CONFLICTS OF INTEREST

(a) Except as otherwise provided by law, including the Public Records Act, all information gained by City in performance of this Agreement shall be considered confidential and shall not be released by City without District's prior written authorization. City, its officers, employees, agents or subcontractor, shall not without written authorization from the District General Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena, court order or Public Records Act request shall not be considered "voluntary" provided City gives District notice of such court order, subpoena or request.

~~(b) City shall promptly notify District should City, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent City and/or be present at any deposition, hearing, or similar proceeding. City agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by City. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.~~

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Costa Mesa Sanitary District
628 West 19th St
Costa Mesa, CA 92627
Attn: District Clerk

To City: City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: City Clerk

17. GOVERNING LAW

The District and City understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this

Agreement shall take place in the municipal, superior or federal district court with jurisdiction over the Costa Mesa Sanitary District and the City of Costa Mesa.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. MODIFICATION

This Agreement may not be modified unless in writing and signed by the parties' representatives with legal authority to make such modifications.

20. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of City warrants and represents that he/she has the authority to execute this Agreement on behalf of the City and has the authority to bind City to the performance of its obligations hereunder. The person or persons executing this Agreement on behalf of District warrants and represents that he/she has the authority to execute this Agreement on behalf of the District and has the authority to bind District to the performance of its obligations hereunder.

21. INTERPRETATION

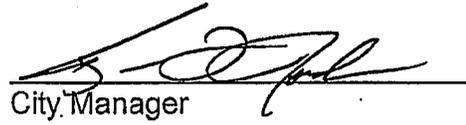
In the event of conflict or inconsistency between this Agreement and any other document, including any proposal or Exhibit hereto, this Agreement shall control unless a contrary intent is clearly stated.

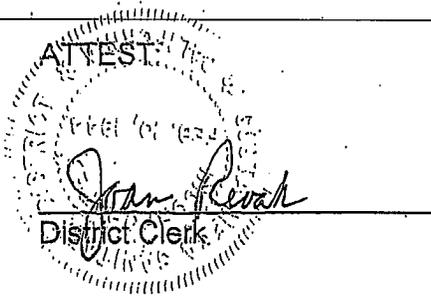
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COSTA MESA SANITARY DISTRICT

CITY OF COSTA MESA


General Manager

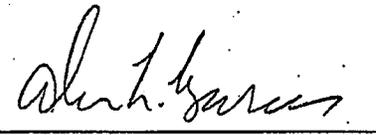

City Manager

ATTEST:

District Clerk

ATTEST:

City Clerk

APPROVED AS TO FORM:


District Counsel

APPROVED AS TO FORM:

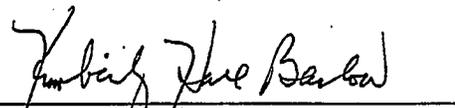

City Attorney

Exhibit A

District Vehicles and Equipment, as of July 1, 2010

Vehicles

1. 1990 heavy duty Ford diesel 4,000 gallon water truck
 2. 1992, heavy duty single axle Kenworth diesel Vactor 2110 combination sewer cleaning truck
 3. 2002 one ton Chevrolet diesel 3500 Silverado crane service truck
 4. 2008 ¾ ton Chevrolet diesel 2500 Silverado pickup truck
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Equipment

1. 1998 Lukes Diesel Trailer Mounted Generac Generator Model GR190;
2. 1998 Lukes Diesel Trailer Mounted Generac Generator Model GR85;
3. 2008 trailer mounted by-pass pump
4. 2010 trailer mounted by-pass pump