CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 2/28/2018

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Transportation

CONTACT PERSON: Dick Wong PHONE: 213-972-4937

CONTRACT NO.: C-130974 COUNCIL FILE NO.: N/A

ADOPTED BY COUNCIL: N/A
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT X
AMENDED AND RESTATED ___
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___
AMENDMENT ___

CONTRACTOR NAME: Kounkuey Design Initiative

TERM OF CONTRACT: 3 Years THROUGH: Upon Execution

TOTAL AMOUNT: N/A

PURPOSE OF CONTRACT:

On-Call Transportation Technology Consulting Services.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

CONTRACT NUMBER C-130974

AGREEMENT BETWEEN THE CITY OF LOS ANGELES, DEPARTMENT OF TRANSPORTATION AND Kounkuey Design Initiative, FOR ON-CALL TRANSPORTATION TECHNOLOGY SERVICES

This AGREEMENT is made and entered into, by and between the City of Los Angeles, a municipal corporation, acting by and through the Department of Transportation (hereinafter referred to as "CITY") and Kounkuey Design Initiative (hereinafter referred to as "CONSULTANT") for the On-Call Transportation Technology Services. Collectively hereinafter referred to as "Parties."

WITNESSETH

WHEREAS, CITY has needs for professional technical and operating services relating to transportation technologies;

WHEREAS, CONSULTANT responded to the Request for Qualifications (RFQ) for the On-Call Transportation Technology Services that was released on October 4, 2017;

WHEREAS, CONSULTANT was selected by CITY and was placed on a technical and operating services bench list based on the evaluation criteria set forth in the RFQ;

WHEREAS, CITY desires to retain CONSULTANT to provide the professional technical and operating services as outlined herein;

WHEREAS, the consulting services to be provided by CONSULTANT under this Agreement are of professional, specialized, as-needed, temporary, occasional in nature;

WHEREAS, the Mayor has authorized the General Manager of the Department of Transportation to award and execute this Agreement on January 5, 2018; and

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, Parties hereto agree as follows:

SECTION 1 - TERM

This Agreement shall commence upon contract execution by Parties, approved by the City Attorney as to form and legality, and attested by the City Clerk. The term of this Agreement shall be three (3) years, unless otherwise terminated by Parties in accordance with the termination provision in Section 12.

SECTION 2 – TASK ORDER SOLICITATION PROCESS AND PROCEDURE

CITY has established six (6) On-Call Transportation Technology Services Bench Lists according to the area of specialty. Names of the selected bench consultants according to the area of specialty are presented on **Appendix A**, which is hereby made as part of the Agreement. The following task order solicitation procedure shall be used when issuing task orders during the term of this Agreement:

A. TASK ORDER SOLICITATION – Prior to issuing the Task Order Solicitation (TOS), the Project Manager (PM) will obtain a written approval from the General Manager of the Department of Transportation (hereinafter General Manager) to

utilize a predefined area of specialty. All the firms on the bench list of area of specialty shall have the opportunity to submit a task order proposal.

In certain circumstances, at the sole discretion of the General Manager of the City of Los Angeles, Department of Transportation, CITY may issue a sole source task order to a contractor on the bench if it is determined that it is in the City's best interest to do so. The sole source task order agreement shall not exceed $100,000 per task order, per year during the contract term.

B. The TOS shall provide detailed scope of work, including but not limited to milestones, selection criteria, deliverables, billing method, insurance requirements, and any other relevant information. CONSULTANT shall respond with a task order proposal, which shall include total project cost, employee classifications to be assigned to perform the work, milestones, deliverables, and any other pertinent information required in the TOS. If CONSULTANT's task order proposal is selected, CITY will execute a Task Order Agreement (TOA) with CONSULTANT. Prior to executing the TOA, CONSULTANT must submit the evidence of required insurance coverages which must be approved by the City Risk Management.

C. CITY will also issue a Notice to Proceed letter to CONSULTANT to commence the tasks upon verification of required insurance coverages. CONSULTANT shall accept or decline the Notice to Proceed within five (5) working days from the date of the Notice to Proceed. If CITY does not receive an acceptance from the CONSULTANT, CONSULTANT will be deemed to have declined the Notice to Proceed.

SECTION 3 - SELECTION CRITERIA

Selection criteria for awarding on-call professional consulting services, shall include, but is not limited to, CONSULTANT's performance, costs, available staff, prior experience, and proposed timeline to complete the project. CITY does not obligate itself to utilize any or all of "On Call" CONSULTANT(s) for any set percentage, or any percentage of the work.

SECTION 4 - SCOPE OF WORK & LEGAL REQUIREMENTS

In accordance with a "Notice to Proceed" letter, CONSULANT may be required to undertake and complete any of the consulting services as described in the Task Order Solicitation. All CONSULTANT's work products must meet the requirements of applicable city, state, and federal law during the term of this Agreement.

SECTION 5 - ASSIGNED PERSONNEL

CONSULTANT shall submit a task order proposal in response to the task order solicitation. The task order proposal shall include the project manager, employee classifications, and subcontractor (if any) assigned, and estimated timeline to perform

specific tasks as outlined in the TOS. In the event CONSULTANT or subcontractor proposes to reassign all or part of the work to be performed by key individual(s), CONSULTANT shall notify the CITY in writing at least 15 calendar days in advance, and shall indicate the reason(s) for the reassignment and the proposed personnel to replace the individual(s). No change of key individuals shall occur unless it is approved in writing by CITY.

SECTION 6 – CONSULTANT DUTIES, PRODUCT DELIVERY SCHEDULE, AND FEE SCHEDULE

(A) Independent Contractor/Status of the CONSULTANT

1. In rendering services hereunder, the CONSULTANT shall be and remain an independent contractor. It is expressly understood and acknowledged by the parties hereto that any amount payable hereunder shall be paid in gross amount, without reduction for any federal and state withholding or other payroll taxes, or any other governmental taxes or charges. CONSULTANT is responsible for assuming and remitting any applicable federal and state withholding taxes, estimated tax payments, social security payments, unemployment compensation payments, or any other fees or expenses to the appropriate authority.

2. CONSULTANT shall refrain from any action that would create or tend to create obligations, expressed or implied, on behalf of CITY. It is expressly understood and acknowledged that CONSULTANT is not and shall not be the legal representative or agent of CITY and that CONSULTANT shall not be authorized to make any promise, warranty or representation except as specifically provided for in this Agreement or as otherwise agreed to in writing between the parties.

3. CITY shall not have any liability to any subcontractor(s) for payment of service under this Agreement or other work performed for CONSULTANT by any subcontractor entered into by CONSULTANT pursuant to the conduct of service under this Agreement. It shall be duly noted that the responsibility for payment for technical services or any other work performed by subcontractors shall be the sole responsibility of the CONSULTANT.

4. CONSULTANT agrees that the cost of all work will be included in the fixed total cost of the deliverables as outlined in the Task Order Solicitation. Similarly, unless otherwise specified in the Task Order Solicitation, the cost of any expenses incurred by CONSULTANT during the course of this Agreement will be included in the fixed total cost of the deliverables in the Task Order. If a Task Order allows CONSULTANT to bill CITY for direct expenditures, such expenditures shall be billed as set forth in paragraph 5 and 6 below.

5. Expenses for travel, if allowed by the TOS, shall be billed according to the City of Los Angeles' Travel Policy

6. Direct expenditures, include but not limited to media purchase, travel, photo copies, printing, etc. CONSULTANT shall submit appropriate supporting documentations accepted by the City for direct expenditures when requesting payment from CITY. Direct expenditures shall be a standalone category in the task order proposal, and therefore shall not be substituted or mixed with other costs in computing the percentage of completion under Lump Sum Method of invoicing method.

(B) The "Notice to Proceed" letter shall include the total compensation, timelines, milestones, deliverables, and method of invoicing as described in Section 7 below.

(C) CONSULTANT shall invoice CITY according to the fee schedule presented in Appendix C during the term of this AGREEMENT if Cost Reimbursement Hourly Billing Rate method is elected and approved by CITY.

SECTION 7 – COMPENSATION AND INVOICING

CONSULTANT shall invoice CITY for the task(s) and/or deliverable(s) as specified in the Task Order Proposal and Task Order Agreement. The compensation for services provided under this Agreement shall be either based on Lump Sum Method or Cost Reimbursement Hourly Billing Rate Method. Prior to executing the Task Order Agreement, Parties shall reach an agreement on the method of compensation. The Task Order Agreement shall indicate the compensation method chosen.

For Lump Sum Method, CONSULTANT shall submit invoices to CITY for review and approval. The invoices shall state the percentage of completion of specific task(s) versus the project milestone for the current billing as well as project-to-date billing. The invoices shall also state current invoice dollar amount and project-to-date dollar payment. In calculating percentage of completion for invoice payments, all costs relating to the project shall be considered project cost with the exception of direct expenditures, e.g., media purchase, travel, photo copies, printing, etc. Direct expenditures shall be a standalone category for the purposes of billings; and, therefore direct expenditures shall not be combined with other costs in the computation of percentage of completion. See Exhibit A for sample invoice.

For Cost Reimbursement Hourly Billing Rate Method, the invoice shall be based on the CONSULTANT's approved hourly rates and any allowable and approved direct expenses as stated in the Task Order Solicitation, Task Order Proposal, Task Order Agreement, and Notice to Proceed. CONSULTANT shall submit with the invoices along with a summary of individual employees working on the project (billing hours) by tasks. Direct expenditures must be submitted along with the original invoices paid for these expenditures.

No change in billing method shall be allowed after the execution of the Task Order Agreement and issuance of a Notice to Proceed.

PAYMENT – CITY shall pay CONSULTANT no later than sixty days after receipt of all approved deliverables.

APPROVAL OF PRODUCTS AND/OR INVOICES – Project Manager shall be responsible for reviewing and recommending approval of invoices. If the invoices are not approved, CITY may withhold all payments until the invoices are approved. Prior to withholding any payments pursuant to this paragraph, CITY shall notify CONSULTANT in writing the intention to withhold the payment(s) and notice of disapproval and the reason(s) therefore.

SECTION 8 - INVOICE REQUIREMENTS

CONSULTANT shall invoice CITY for the approved task(s) and/or deliverable(s) as outlined in the terms of this Agreement. Invoices related to the tasks performed for this Agreement should be sent to:

City of Los Angeles
Department of Transportation
100 N. Main Street,
Los Angeles, CA 90012
Attention: LADOT Project Manager

All invoices for CITY's approved task(s) and/or deliverable(s) shall include the following for payments to be processed:

1. Consultant's name
2. Contract number
3. Project name
4. Invoice number
5. Remit to address
6. Invoice date
7. Description of the task(s) performed and/or deliverable(s) during billing period
8. For Cost Reimbursement Hourly Billing Rate Method, Name(s) of staff working on Project task and/or deliverable, their hourly rates, and total amount billed for each staff. Include any approved direct expenditures expenses with original receipts attached.
9. Billing Rates that match with corresponding staff classifications
10. A progress report detailing work performed during the billing period, which includes the following:
    - Task and/or deliverable and the percentage of completion
    - Time spent in completing the task(s)/deliverable(s)
    - Percentage of total project completed to date
    - Total budgeted project amount
    - Percentage of total amount billed to date
    - Summary of work performed during the billing period
    - Any other relevant information

11. Other additional information as described in the "Notice to Proceed" letter or requested by CITY
12. City's Business Tax Registration Certificate (BTRC) Number

SECTION 9 – CHANGE ORDERS, DELETIONS OR ADDITIONS

(A) REQUEST FOR CHANGE. In the event CITY identifies changes to a Task Order Agreement, CITY will submit a written request for such changes, deletions or additions in the following manner:

1. The nature of the change, deletions or addition requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected.

2. The proposed change to the Schedule of Tasks, if any.

3. Whether or not the CITY is willing to alter any requirement to accommodate the change or addition.

(B) CHANGE PROPOSAL. Within ten (10) business days following the CONSULTANT's receipt of CITY's written request for a change, deletion or addition, CONSULTANT shall prepare and deliver to CITY a written statement which shall include the following data:

1. The impact of the change on existing requirements
2. The cost of the change or addition and recommendation for appropriate offsets in the Task Order Agreement, if possible
3. The estimated time schedule to incorporate the change, deletion or addition
4. Impact of the change on CONSULTANT's ability to perform its obligations
5. Any proposed changes to the CITY's description of work or schedule of performance
6. The period of time for which statement is valid

(C) CHANGE ORDER NOTICE. Upon acceptance by CITY of CONSULTANT's written statement for a proposed change, CITY will deliver to CONSULTANT a Change Order Notice, specifying the particulars set forth in Subsections A and B above as agreed. The Task Order Agreement shall be deemed amended in accordance with said Change Order Notice.

(D) CHANGE SUGGESTIONS. CONSULTANT or CITY may suggest changes be made to the work within the general scope of the work contemplated in this Agreement. Suggested changes will be made in accordance with the applicable

provisions of Section 9, Subsection A through C above and no changes will be made without the prior written approval of CITY. Notwithstanding, no change in method of billing shall be allowed with this Section.

SECTION 10 – CONTRACT MODIFICATIONS

This Agreement fully express all understanding of the parties concerning all matters covered and shall constitute the total agreement. Except as may otherwise be provided herein, no addition or alternation hereto shall be valid unless made in the form of contract amendment, which must be approved by the Mayor and/or Council and executed by the Parties.

SECTION 11 - OWNERSHIP OF DOCUMENTS AND DISPLAYS

Unless otherwise provided in the **Task Order Solicitation and Task Order Agreement**, all work products originated and prepared by the CONSULTANT or its subcontractors of any tier under this Agreement shall be and remain the exclusive property of CITY for its use in any manner it deems appropriate. Work products are all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONSULTANT hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any work products originated and prepared by CONSULTANT under this Agreement. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein.

For all work products delivered to CITY that are not originated or prepared by the CONSULTANT or its subcontractors of any tier under this Agreement, the CONSULTANT hereby grants a non-exclusive perpetual license to use such work products for any CITY purposes. CONSULTANT shall not provide or disclose any work product to any third party without prior written consent of CITY.

Any subcontract entered into by CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement to contractually bind or otherwise oblige its subcontractors performing work under this Agreement such that CITY's ownership and license rights of all work products are preserved and protected as intended herein. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONSULTANT's contract with CITY.

Any reports, documents, drawings and data files provided by CONSULTANT in an electronic format, on computer disk or other electronic media, in accordance with the services covered by this Agreement or as a courtesy to CITY do not constitute the complete delivery of CONSULTANT's professional work product. Because the electronic media may be damaged or altered during transfer, original paper prints must be submitted and shall control where there are any differences between the paper prints and electronic media. The electronic format provided by CONSULTANT shall be compatible with CITY's computer equipment or software, and shall contain no defects and be virus free.

The provisions of this Section shall survive expiration or termination of this Agreement.

SECTION 12 - TERMINATION AND SUSPENSION

(A) TERMINATION. CITY may terminate this Agreement for CITY's convenience at any time by providing CONSULTANT thirty days written notices as provided in the Section PSC-9 of the Standard Provisions for City Contracts (Rev. 10/17) [v.2], as amended.

(B) SUSPENSION. As provided in Section PSC-8 of the Standard Provisions for City Contracts (Rev. 10/17) [v2] as amended, at CITY's sole discretion, CITY may suspend any or all services provided under this Agreement with written notice of suspension. Upon receipt of the notice of suspension, CONSULTANT shall immediately cease the services suspended and shall not incur any additional obligations, costs or expense, to CITY until CITY gives written notice to recommence the services.

SECTION 13 - SUBCONSULTANTS

CONSULTANT shall identify all sub-consultants when submitting a Task Order Proposal. The hourly rates of the sub-consultants shall be included with the response. After the Notice of Proceed is issued, no sub-consultants shall be added or removed or substituted from the project without written approval by CITY.

SECTION 14 - WARRANTY AND RESPONSIBILITY OF CONSULTANT

(A) CONSULTANT warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONSULTANT's profession, doing the same or similar work under the same or similar circumstances.

(B) CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services.

(C) CONSULTANT shall perform professional services to accomplish the work required to be performed under this Agreement.

(D) Except as specified in this Agreement, CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY furnished data, or any third party.

(E) CONSULTANT is required to maintain all professional licenses and/or certifications throughout the duration of this contract if such professional license and/or certification are required to perform a particular task project.

(F) CONSULTANT shall submit proof of the required insurance coverage as stated in the RFQ prior to the specific job/task has been awarded.

SECTION 15 - AUTHORIZED REPRESENTATIVES

(A) **CITY'S REPRESENTATIVES**

CITY hereby appoints **Marcel Porras, Deputy Chief Sustainability Officer** of the Department of Transportation to represent CITY on all matters related to this Agreement provided, however, that any matters, including Amendments, which will increase the CITY's total obligation hereunder will be approved by the Los Angeles City Council or as provided in the Los Angeles City Charter or Municipal Codes.

(B) **CONSULTANT'S REPRESENTATIVE**

CONSULTANT hereby appoints Chelina Odbert as its authorized representative with respect to all matters connected with this Agreement.

SECTION 16 - NOTICES

(A) **ADDRESSES**

The following addresses will serve as the places to which all notices and other correspondence between the parties will be sent:

CONSULTANT:

Kounkuey Design Initiative
309 East 8th Street, #205
Los Angeles, CA 90014

CITY:

City of Los Angeles
Department of Transportation
100 S. Main Street, 10th Floor
Los Angeles, CA 90012
Attention: Marcel Porras

E-mail: marcel.porras@lacity.org

(B) **WRITTEN NOTICES**

All written notices required hereunder will be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

SECTION 17 - CONFIDENTIAL INFORMATION

CONSULTANT understands that the Deliverables and all other materials utilized or produced by CONSULTANT pursuant to this Agreement are confidential until such time as CITY releases the final work products to the public. CONSULTANT agrees that neither it nor its officers, employees, agents or subcontractors will release, or disseminate said information, reports or materials except as authorized, in writing by CITY.

SECTION 18 - STANDARD CITY REQUIREMENTS

The Standard Provisions for City Contracts (Rev. 10/17) [v.2] are attached as **Appendix B,** and are hereby incorporated by reference as part of this Agreement. In case of a conflict between any provisions in this Agreement with the provisions of Standard Provisions for City Contracts, the Standard Provisions for City Contracts shall prevail. The entire RFQ, Addenda, and submitted proposal shall be considered part of this Agreement.

SECTION 19 – INDEMNIFICAITON

Section PSC-18 of the Standard Provisions for City Contracts (Rev 10/17) [v.2] shall be limited to California Civil Code 2782.8 below for the purposes of this Agreement.

(a) For all contracts, and amendments thereto, entered into on or after January 1, 2007, with a public agency for design professional services, all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting any such contract, and amendments thereto, that purport to indemnify, including the duty and the cost to defend, the public agency by a design professional against liability for claims against the public agency, are unenforceable, **except for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.** The duty to indemnify, including the duty and the cost to defend, is

limited as provided in this section. This section shall not be waived or modified by contractual agreement, act, or omission of the parties. Contractual provisions, clauses, covenants, or agreements not expressly prohibited herein are reserved to the agreement of the parties.

(b) All contracts and all solicitation documents, including requests for proposal, invitations for bid, and other solicitation documents, between a public agency and a design professional, are deemed to incorporate by reference the provisions of this section.

(c) For purposes of this section, the following definitions apply:

(1) "Public agency" includes any county, city, city and county, district, school district, public authority, municipal corporation, or other political subdivision, joint powers authority, or public corporation in the state. Public agency does not include the State of California.

(2) "Design professional" includes all of the following:

(A) An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

(B) An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

(C) An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

(D) An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

(d) This section shall only apply to a professional service contract, or any amendment thereto, entered into on or after January 1, 2007.

(e) The amendments made to this section by the act adding this subdivision shall apply to services offered pursuant to a design professional contract, or any amendment thereto, entered into on or after January 1, 2011.

(f) Nothing in this section shall abrogate the provisions of Section 1104 of the Public Contract Code.

SECTION 19 – LOCAL BUSINESS PREFERENCE PROGRAM

This Agreement shall be subject to the Local Business Preference Program when the estimated value of the Task Order Solicitation in excess of $150,000.

SECTION 20 – MISCELANEOUS

This Agreement, the RFQ, Proposal, all Exhibits, Attachments, and Addenda contain the entire understanding between CONSULTANT and CITY. If there is a conflict between this Agreement and Task Order Agreement, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by authorized representatives

CONSULTANT: Kounkuey Design Initiative

By: _____
(Signature)

Name: Tony Korkunis

Title: Director of Finance

Date: 2/8/2018

APPROVED AS TO FORM AND LEGALITY:
Michael Feuer,
City Attorney

By: _____
Michael Nagle
Deputy CITY Attorney IV

Date: 3-5-18

CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION

By: _____
Selela J. Reynolds
General Manager

Date: 3·8·18

ATTEST:
Holly L. Wolcott
City Clerk

By: _____
Deputy City Clerk

Date: 3/12/18

C-130974

AVContractFinal_1-23-18

Appendix A

Mobility	Connectivity	Data	Electrification	General Services	CBO
AECOM	AECOM	Advantec Consulting, Inc.	AECOM	Advantec Consulting, Inc.	AECOM
aiPod	aiPod	AECOM	Arup	AECOM	Community Arts Resources (CARS)
Alta Planning + Design	Arup	aiPod	Black & Veatch	aiPod	Community Health Councils
Arup	AT&T	Arup	BRIDJ Pty Ltd	Alta Planning + Design	Community Partners
AT&T	Black & Veatch	AT&T	Cambridge Systematics, Inc.	Arcadis U.S., Inc.	Fehr & Peers
BRIDJ Pty Ltd	Cambridge Systematics, Inc.	Black & Veatch	Center for Sustainable Energy	Arup	Gladstein, Neandross & Associates, LLC
Cambridge Systematics, Inc.	Ellis & Associates, Inc.	Brisk Synergies Tech. Corporation	Ellis & Associates, Inc.	AT&T	Imprenta Communications Group
Center for Sustainable Energy	General Motors LLC	Buro Happold Consulting Engineers,	General Motors LLC	Black & Veatch	Initiating Change In Our Neighborhoods
CITILABS Inc	Grant Thornton LLP	Cambridge Systematics, Inc.	Gladstein, Neandross & Associates, L	BRIDJ Pty Ltd	Korean Town and Community Center (KYCC)
Demand Trans Solutions, Inc.	IBI Group	CITILABS Inc	Hatch Associates Consultants, Inc.	Cambridge Systematics, Inc.	Kounkuey Design Initiative
DSAPPS INC	IDIADA Automotive Technology SA	Civic Connect	IDIADA Automotive Technology SA	CITILABS Inc	LA Commons
EastWest Enterprise LLC	Infosys Public Services	DSAPPS INC	Los Angeles Cleantech Incubator (LA	CityFi LLC	LA-Mas
Ellis & Associates, Inc.	Intelight, Inc.	Ellis & Associates, Inc.	National Renewal Energy Laboratory	Community Arts Resources (CARS)	Los Angeles Food Policy Council
Ford Smart Mobility	Iteris	Ford Smart Mobility	Pilot Automotive Labs, Inc.	DesignWorks	Los Angeles Neighborhood Initiative (LANI)
General Motors LLC	Kimley-Horn And Associates, Inc.	General Motors LLC	Shared Use Mobility Center	DSAPPS INC	Pacoima Beautiful
Gladstein, Neandross & Associates, L	Konica Minolta Business Solutions U.	Grant Thornton LLP	Siemens Industry, Inc.	EastWest Enterprise LLC	Public Matters LLC
Grant Thornton LLP	Local Motors Inc.	Hatch Associates Consultants, Inc.	Transdev Services, Inc.	Ellis & Associates, Inc.	Pueblo
IBI Group	Los Angeles Cleantech Incubator (LA	IBI Group	Volvo Group North America	Fehr & Peers	Social Justice Learning Institute
IDIADA Automotive Technology SA	Michael Baker International	IDIADA Automotive Technology SA	WSP USA	Ford Smart Mobility	Streets Are For Everyone
Infosys Public Services	MV Transportation, Inc.	Infosys Public Services		Gladstein, Neandross & Associates	Watts Labor Community Action Committee
International Institute for Sustainable	National Renewal Energy Laboratory	Intelight, Inc.		Grant Thornton LLP	Youth Policy Institute
Kimley-Horn And Associates, Inc.	Parsons	Iteris		Hatch Associates Consultants, Inc.	
Konica Minolta Business Solutions U.	Pilot Automotive Labs, Inc.	Kimley-Horn And Associates, Inc.		HR&A Advisors, Inc.	
Local Motors Inc.	Psomas	Konica Minolta Business Solutions U.S.A., Inc.		IBI Group	
Los Angeles Cleantech Incubator (LA	Pueblo	KPMG, LLP		Infosys Public Services	
Michael Baker International	RAND Corporation	Local Motors Inc.		International Institute for Sustainable Transportion (INIST)	
moovel North America	RSI Systems Inc dba RSI Security	Los Angeles Cleantech Incubator (LACI)		Iteris	
MV Transportation, Inc.	Siemens Industry, Inc.	Mapillary Inc		Kimley-Horn And Associates, Inc.	
National Renewal Energy Laboratory	Southwest Research Institute	MV Transportation, Inc.		Konica Minolta Business Solutions U.S.A., Inc.	
NoMad Transit LLC	Stantec Consulting Services Inc.	National Renewal Energy Laboratory (NREL)		KPMG, LLP	
OrangePeople	Syncromatics	Nelson\Nygaard Consulting Associates, Inc.		Los Angeles Cleantech Incubator (LACI)	
Ouster, Inc.	TransCore ITS, LLC	Open Data Nation		Los Angeles Food Policy Council	
Parsons	Transdev Services, Inc.	OrangePeople		Michael Baker International	
Passport Labs, Inc.	Verizon	Ouster, Inc.		MV Transportation, Inc.	
Pilot Automotive Labs, Inc.	Volvo Group North America	Parsons		Nelson\Nygaard Consulting Associates, Inc.	
Psomas	Waycare Technologies Ltd	Pilot Automotive Labs, Inc.		Open Data Nation	
Pueblo	WSP USA	Psomas		OrangePeople	
RAND Corporation		RAND Corporation		Parsons	
Shared Use Mobility Center		RSG		Perkins+Will	
Siemens Industry, Inc.		RSI Systems Inc dba RSI Security		Psomas	
Simpleway, Inc.		Satwic, Inc.		RAND Corporation	
Southwest Research Institute		Siemens Industry, Inc.		RSG	
Spot Hero		Simpleway, Inc.		Shared Use Mobility Center	
Stantec Consulting Services Inc.		Southwest Research Institute		Siemens Industry, Inc.	
Syncromatics		Stantec Consulting Services Inc.		Simpleway, Inc.	
TransCore ITS, LLC		StreetLight Data, Inc.		Stantec Consulting Services Inc.	
Transdev Services, Inc.		Syncromatics		Steer Davies Gleave	
Uber Technology Inc.		Transdev Services, Inc.		System Metrics Group, Inc.	
Verizon		Waycare Technologies Ltd		TransCore ITS, LLC	
Volvo Group North America		WSP USA		Transpo Group	
Waycare Technologies Ltd				Verizon	
WSP USA				Volvo Group North America	
				Watts Labor Community Action Committee	
				Waycare Technologies Ltd	
				WSP USA	

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the **CITY**. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) as determined in writing by the CAO-RM.

2. **When to submit** Normally, no work may begin until a **CITY** insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

Submitting your documents. **Track4LA®** is the **CITY'S** online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the **CITY**. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at http://track4la.lacity.org and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted, however ***submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.*** **CONTRACTOR must provide CITY** a thirty day notice of cancellation (ten days for non-payment of premium) AND an Additional Insured Endorsement naming the **CITY** an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the **CITY** is an automatic or blanket additional insured. An endorsement naming the **CITY** an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the **CITY'S** online insurance compliance system, at http://track4la.lacity.org.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at http://track4la.lacity.org.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the **CITY** has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (http://cao.lacity.org/risk/InsuranceForms.htm) to the CAO-RM for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the **CITY** is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of **CITY** premises. Information on two **CITY** insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on **CITY** premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on **CITY** premises; it is not required for simple commuting unless **CITY** is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (http://cao.lacity.org/risk/InsuranceForms.htm). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on **CITY** premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the **CITY**) any workers' compensation paid to an injured employee of the contractor.

10. **Property** insurance is required for persons having exclusive use of premises or equipment owned or controlled by the **CITY**. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle **CITY** funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a **CITY** contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. **CONTRACTOR'S** policies shall cover liability for a data breach in which the **CITY** employees' and/or **CITY** customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the **CITY'S** or **CONTRACTOR'S** electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance Minimum Limits

CITY OF LOS ANGELES

CALIFORNIA

Seleta J. Reynolds
GENERAL MANAGER

DEPARTMENT OF TRANSPORTATION
100 South Main Street, 10th Floor
Los Angeles, California 90012
(213) 972-8470
FAX (213) 972-8410

ERIC GARCETTI
MAYOR

November 8, 2017

Request for Qualifications - Transportation Technology Services

ADDENDUM NUMBER 3

I. This Addendum shall revise insurance requirements of the Request for Qualifications (RFQ) for Transportation Technology Services as follows:

Insurance requirements presented in **Exhibit A** shall apply to the following service categories:

- General Professional Services
- Community Organizing CBOs (Community-Based Organizations)

Insurance requirements presented in **Exhibit B** shall apply to the following service categories:

- Mobility Technologies
- Connectivity Technologies
- Data Technologies
- Electrification Technologies

Proposers are not required to provide proof of insurance until being selected/awarded on City projects through a task order solicitation process.

II. Appendix E – Service Category Selection Form is replaced by the attached Appendix E (Revised)

Marcel Porras
Deputy Chief Sustainability Officer

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: _____ Date: 11/08/2017

Agreement/Reference: RFQ - Transportation Technology Services - Addendum #3 - For EXHIBIT A

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✔ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL _____

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✔ **General Liability** City of Los Angeles must be named as additional insured **$1,000,000**

☐ Products/Completed Operations ☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

✔ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **$1,000,000**

✔ **Professional Liability** (Errors and Omissions) **$1,000,000**

Discovery Period 12 Months After Completion of Work or Date of Termination

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood _____ ☐ Builder's Risk

☐ Earthquake _____ ☐ _____

___ **Pollution Liability** _____

☐ _____

___ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance** _____

Other: _____

EXHIBIT B

Required Insurance and Minimum Limits

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: _____ Date: 11/08/2017

Agreement/Reference: RFQ - Transportation Technology Services - Addendum #3 - For EXHIBIT B

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✔ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✔ **General Liability** City of Los Angeles must be named as additional insured **$5,000,000**

☐ Products/Completed Operations ☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

✔ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **$5,000,000**

✔ **Professional Liability** (Errors and Omissions) **$5,000,000**

Discovery Period 12 Months After Completion of Work or Date of Termination

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood _____ ☐ Builder's Risk

☐ Earthquake_____ ☐ _____

___ **Pollution Liability** _____

☐ _____

___ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance** _____

Other: Cyber Liability - $5 Mil

EXHIBIT A
Sample Invoice –Lump Sum Invoice

COMPANY NAME

CONTRACT NUMBER: _____

BTRC NO.: _____

INVOICE NO.: _____

INVOICE DATE: _____

INVOICE AMOUNT: _____

PROGRESS REPORT/INVOICE

PROJECT TITLE:_____

This report provides a brief summary of the activities undertaken from August 1 - August 31, 2016 under the above-referenced contract.

In August, ABC Company continued project management. Rally, Inc. conducted deep dive meeting with Benenson to inform poll development. This work involved analysis of the polling survey, which resulted in developing ideas and messages for testable presentations based on top lines from poll.

As in the previous month, the team participated in weekly check-in calls with LADOT, and participated in internal weekly Team check-in calls.

Additionally, the following items were completed:

- Delivered digital strategy memo
- Refinement of digital tool proposal (based on LADOT feedback)
- Conducted Stakeholder interviews
- Coordinated with Benenson and finalized polling survey to be put out into the field
- Met with DOT Executives to present initial thinking on strategy

_____

Project Manager

EXHIBIT A
Sample Invoice –Lump Sum Invoice

Contract No.: _____
Project Title: _____
Invoice No.: _____
Service Period From: _____
Service Period To: _____

Description	Contract Amount	Percentage of Work Completed	Total Billed	Prior Billed	Current Invoice	Percent This Period
Task 1 - Kick Off, Scope of Work Finance	$ 97,840.34	18.00%	$ 17,611.26	$ -	$ 17,611.26	18.00%
Task 2 - Message Testing	42,680.68	25.00%	10,670.17	-	10,670.17	25.00%
Task 3 - Campaign Development	45,636.36	13.00%	5,932.73	-	5,932.73	13.00%
Task 4 - Digital Tools	135,416.46	0.00%	-	-	-	0.00%
Task 5 - Evaluation	22,880.68	0.00%	-	-	-	0.00%
Task 6 - Presentation Deliverables	23,795.48	0.00%	-	-	-	0.00%
Direct Costs	131,750.00					
TOTAL	$ 500,000.00	12.00%	$ 34,214.16	$ -	$ 34,214.16	12.00%

Please remit payment to: (name and address)

Note: Project Manager is to modify the progress report portion based upon project/program needs

Appendix D

CITY OF LOS ANGELES

Department of Transportation

Autonomous Vehicle Technology On-Call Professional Consultants - Hourly Rates

Consultant Name: | Kounkuey Design Initiative

During the term of the Autonomous Vehicles Technology On-Call Professional Consultant Services Contract with the City of Los Angles, Department of Transportation (LADOT), Consultant shall invoice LADOT the flat hourly rates below. This form must be submitted in response to the Request for Qualifications. If selected for the bench, the consulting firm will use the hourly rates on this form in responses to Task Order Solicitations request, and when Cost Reimbursement Hourly Billing Rate Method is used.

Employee Classification/Title	Hourly Rates for Calendar Year				
	2017	2018	2019	2020	2021
Executive Director		175	210	250	300
Director		150	165	180	200
Senior Coordinator		135	145	155	170
Coordinator		115	125	130	140
Associate		90	95	100	105

Authorized Signature T. Korkunis

Name Tony Korkunis

Title Director of Finance and Administration

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
KOUNKUEY DESIGN INITIATIVE, INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
PO BOX 19135

Requester's name and address (optional)

City, state, and ZIP code
LOS ANGELES, CA 90019

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-			-				

Employer identification number
9	0	-	0	5	9	9	4	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ T. Kokuni Date ▶ Feb 5, 2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

AUTO**SCH 3-DIGIT 900 32
KOUNKUEY DESIGN INITIATIVE INC 7124

108 W 2ND ST APT 809
LOS ANGELES CA 90012-2780

108 W 2ND STREET SUITE #809
LOS ANGELES, CA 90012-2780

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX ISSUED: 9/2/2013

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002695917-0001-3	L049	Professions/Occupations	6/18/2010	Active

ISSUED TO

KOUNKUEY DESIGN INITIATIVE INC

108 W 2ND ST APT 809
LOS ANGELES CA 90012-2780

108 W 2ND STREET SUITE #809
LOS ANGELES, CA 90012-2780



ISSUED BY:

Antonia P. Christensen
DIRECTOR OF FINANCE

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200

FORM 2000 (Rev. 4/13)

IMPORTANT - READ REVERSE SIDE

Appendix A (Updated March 8, 2018)

Mobility	Connectivity	Data	Electrification	General Services	CBO
AECOM	AECOM	Advantec Consulting, Inc	AECOM	Advantec Consulting, Inc	AECOM
aiPod	aiPod	AECOM	Arup	AECOM	Community Arts Resources (CARS)
Alta Planning + Design	Arup	aiPod	Black & Veatch	aiPod	Community Health Councils
Arup	AT&T	Arup	BRIDJ Pty Ltd	Alta Planning + Design	Community Partners
AT&T	Black & Veatch	AT&T	Cambridge Systematics, Inc	Arcadis U.S., Inc	Fehr & Peers
BRIDJ Pty Ltd	Cambridge Systematics, Inc	Black & Veatch	Center for Sustainable Energy	Arup	Gladstein, Neandross & Associates, LLC
Cambridge Systematics, Inc	Ellis & Associates, Inc.	Brisk Synergies Tech Corporation	Ellis & Associates, Inc.	AT&T	Imprenta Communications Group
Center for Sustainable Energy	General Motors LLC	Buro Happold Consulting Engineers, I	General Motors LLC	Black & Veatch	Initiating Change In Our Neighborhoods
CITILABS Inc	Grant Thornton LLP	Cambridge Systematics, Inc	Gladstein, Neandross & Associates, L	BRIDJ Pty Ltd	Korean Town and Community Center (KYCC)
Demand Trans Solutions, Inc	IBI Group	CITILABS Inc	Hatch Associates Consultants, Inc.	Cambridge Systematics, Inc.	Kounkuey Design Initiative
DSAPPS INC	IDIADA Automotive Technology SA	Civic Connect	IDIADA Automotive Technology SA	CITILABS Inc	LA Commons
EastWest Enterprise LLC	Infosys Public Services	DSAPPS INC	Los Angeles Cleantech Incubator (LA	CityFi LLC	LA-Más
Ellis & Associates, Inc	Intelight, Inc.	Ellis & Associates, Inc	National Renewal Energy Laboratory (	Community Arts Resources (CARS)	Los Angeles Food Policy Council
Ford Smart Mobility	Iteris	Ford Smart Mobility	Pilot Automotive Labs, Inc	DesignWorks	Los Angeles Neighborhood Initiative (LANI)
General Motors LLC	Kimley-Horn And Associates, Inc	General Motors LLC	Shared Use Mobility Center	DSAPPS INC	Pacoima Beautiful
Gladstein, Neandross & Associates, L	Konica Minolta Business Solutions U	Grant Thornton LLP	Siemens Industry, Inc	EastWest Enterprise LLC	Public Matters LLC
Grant Thornton LLP	Local Motors Inc	Hatch Associates Consultants, Inc	Transdev Services, Inc.	Ellis & Associates, Inc	Pueblo
IBI Group	Los Angeles Cleantech Incubator (LA	IBI Group	Volvo Group North America	Fehr & Peers	Social Justice Learning Institute
IDIADA Automotive Technology SA	Michael Baker International	IDIADA Automotive Technology SA	WSP USA	Ford Smart Mobility	Streets Are For Everyone
Infosys Public Services	MV Transportation, Inc	Infosys Public Services		Gladstein, Neandross & Associates	Watts Labor Community Action Committee
International Institute for Sustainable T	National Renewal Energy Laboratory (	Intelight, Inc		Grant Thornton LLP	Youth Policy Institute
Kimley-Horn And Associates, Inc	Parsons	Iteris		Hatch Associates Consultants, Inc.	
Konica Minolta Business Solutions U	Pilot Automotive Labs, Inc.	Kimley-Horn And Associates, Inc.		HR&A Advisors, Inc	
Local Motors Inc.	Psomas	Konica Minolta Business Solutions U S A., Inc		IBI Group	
Los Angeles Cleantech Incubator (LA	Pueblo	KPMG, LLP		Infosys Public Services	
Michael Baker International	RAND Corporation	Local Motors Inc.		International Institute for Sustainable Transportion (INIST)	
moovel North America	RSI Systems Inc dba RSI Security	Los Angeles Cleantech Incubator (LACI)		Iteris	
MV Transportation, Inc.	Sensity Systems	Mapillary Inc		Kimley-Horn And Associates, Inc.	
National Renewal Energy Laboratory (	Siemens Industry, Inc	MV Transportation, Inc		Konica Minolta Business Solutions U S A., Inc.	
NoMad Transit LLC	Southwest Research Institute	National Renewal Energy Laboratory (NREL)		KPMG, LLP	
OrangePeople	Stantec Consulting Services Inc	NelsonNygaard Consulting Associates, Inc		Los Angeles Cleantech Incubator (LACI)	
Ouster, Inc	Syncromatics	Open Data Nation		Los Angeles Food Policy Council	
Parsons	TransCore ITS, LLC	OrangePeople		Michael Baker International	
Passport Labs, Inc	Transdev Services, Inc	Ouster, Inc		MV Transportation, Inc	
Pilot Automotive Labs, Inc.	Volvo Group North America	Parsons		NelsonNygaard Consulting Associates, Inc	
Psomas	Waycare Technologies Ltd	Pilot Automotive Labs, Inc.		Open Data Nation	
Pueblo	WSP USA	Psomas		OrangePeople	
RAND Corporation		RAND Corporation		Parsons	
Sensity Systems		RSG		Perkins+Will	
Shared Use Mobility Center		RSI Systems Inc dba RSI Security		Psomas	
Siemens Industry, Inc		Safeinc, Inc		RAND Corporation	
Simpleway, Inc.		Sensity Systems		RSG	
Southwest Research Institute		Siemens Industry, Inc.		Sensity Systems	
Spot Hero		Simpleway, Inc		Shared Use Mobility Center	
Stantec Consulting Services Inc		Southwest Research Institute		Siemens Industry, Inc	
Syncromatics		Stantec Consulting Services Inc		Simpleway, Inc	
TransCore ITS, LLC		StreetLight Data, Inc		Stantec Consulting Services Inc	
Transdev Services, Inc		Syncromatics		Steer Davies Gleave	
Uber Technology Inc		Transdev Services, Inc		System Metrics Group, Inc	
Volvo Group North America		Waycare Technologies Ltd		TransCore ITS, LLC	
Waycare Technologies Ltd		WSP USA		Transpo Group	
WSP USA				Volvo Group North America	
				Watts Labor Community Action Committee	
				Waycare Technologies Ltd	
				WSP USA	