

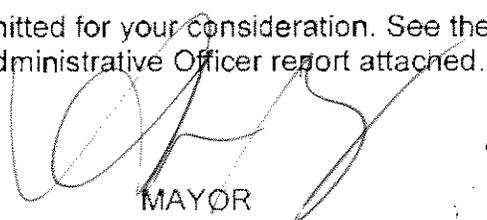
0220-00210-0253

**TRANSMITTAL**

TO The City Council	DATE <b>AUG 20 2015</b>	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

**Proposed Contract Amendments with MV Transportation and Transdev Services for the installation of bicycle racks on 135 DASH buses**

Transmitted for your consideration. See the City Administrative Officer report attached.



Ana Guerrero

MAYOR

MAS:FGO:061501841

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: Mayor	Date: 08-18-15	C.D. No. All	CAO File No.: 0220-00210-0253				
Contracting Department/Bureau: Department of Transportation		Contact: James Lefton (213) 972-8404					
Reference: Department of Transportation request dated March 31, 2015 to the Mayor's Office; request for report from Mayor's Office dated April 2, 2015							
Purpose of Contract: Authority to amend contracts with MV Transportation and Transdev Services, Inc. to install bicycle racks on 135 DASH buses							
Type of Contract: ( ) New contract (X) Amendment		Contract Term Dates: C-121320: November 1, 2012 – October 31, 2017 C-119755: October 28, 2011 – October 28, 2016 C-119933: December 7, 2011 – November 30, 2016					
Contract/Amendment Amount: \$219,900							
A) Transdev Services, Inc. (C-121320) – \$133,340 B) MV Transportation, Inc. (C-119755) – \$57,429 C) MV Transportation, Inc. (C-119933) – \$29,130  A) Proposed amount \$133,340 + Prior award(s) \$160,009,176 = Total \$160,142,516 B) Proposed amount \$57,429 + Prior award(s) \$119,016,318 = Total \$119,073,747 C) Proposed amount \$29,130 + Prior award(s) \$64,504,664 = Total \$64,533,814							
Proposed amount \$ 219,900 + Prior award(s) \$ 343,530,178 = Total \$ 343,750,078							
Source of funds: Proposition A Local Transit Assistance Fund							
Name of Contractor: A) MV Transportation, Inc. Address: 5910 N Central Expressway, Suite 1145, Dallas, TX 75206  B) Transdev Services, Inc. Address: 720 Butterfield Road, #300, Lombard, IL 60148							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty /Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**	X		
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested			X	d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: North Region (MV Transportation): 72.3% Central Region (MV Transportation): 77% South Region (MV Transportation): 38% Washington Yard (Transdev): 51%				*N/A = not applicable **Contracts over \$100,000			

**COMMENTS**

The Department of Transportation (DOT) requests authority to execute the third amendments to contracts C-119755 and C-119933 with MV Transportation, Inc., and C-121320 with Transdev Services, Inc. to install bicycle racks on 135 DASH shuttle buses at an estimated not-to-exceed cost of \$219,900.

 FGO Analyst 0220-00210-0253	 Assistant CAO	 City Administrative Officer
---	--	--

Funding for this project was included in the City's adopted FY 2014-15 Budget in Proposition A Local Transit Assistance (PALTA) Fund No. 385. The DOT has secured reimbursable grant funding to partially offset the cost of the bicycle rack purchase and installation.

The DOT reports that MV Transportation and Transdev remain in compliance with all City contract requirements where applicable. The Los Angeles Administrative Code Section 10.5 states that all contracts over three years shall be submitted to Council for approval. Therefore, these amendments must be approved by Council.

**Background and Scope of Work**

MV Transportation currently has two separate contracts for transit operations, one for the North region, and one for the Central and South regions of Los Angeles. The contract (C-119933) with MV Transportation, originally Coach America, for the North region includes Commuter Express – Region 2, and Community DASH Package 3. The contract (C-119755) with MV Transportation for the Central and South regions includes all Cityride Dial-A-Ride services, Commuter Express – Region 1, and Community DASH Packages 4, 5A, and 5B. The current contract (C-121320) with Transdev, originally Veolia Transportation, is for the operation of the existing DASH Downtown and DASH Mid-City shuttle bus services, which includes Community DASH Packages 1 and 2. (See Table)

Contract No.	Contractor	Region	Transit Services
C-121320	Transdev (Veolia)	Downtown and Mid-City	<ul style="list-style-type: none"> <li>• DASH Downtown</li> <li>• Community DASH Package 1</li> <li>• Community DASH Package 2</li> </ul>
C-119933	MV Transportation (Coach)	North	<ul style="list-style-type: none"> <li>• Community DASH Package 3</li> <li>• Commuter Express – Region 2</li> </ul>
C-119755	MV Transportation	Central and South	<ul style="list-style-type: none"> <li>• Community DASH Package 4</li> <li>• Community DASH Package 5A</li> <li>• Community DASH Package 5B</li> <li>• Cityride Dial-A-Ride services</li> <li>• Commuter Express – Region 1</li> </ul>

The Department of Transportation's new strategic plan states that all new DASH buses shall be equipped with bicycle racks. The DOT proposes to purchase 143 bicycle racks with two bicycle holders, which includes eight (8) spare racks. The new bicycle racks will be installed on buses 2009 or newer at three different yards. The total estimated not-to-exceed cost of \$219,900 includes a 2% contingency. The total estimated cost without contingency is \$215,588. (See Table)

Contract No.	Contractor	Region	Yard	No. of buses for bike racks	No. of spares	Total Price with Contingency
C-121320	Transdev	Downtown and Mid-City	Washington	85	4	\$133,340
C-119933	MV Transportation	North	North	17	2	\$29,130
C-119755	MV Transportation	Central and South	South	33	2	\$57,430
				<b>135</b>	<b>8</b>	<b>\$219,900</b>

### Funding

The DOT reports that a total of \$214,964 in grant funding from Caltrans has been secured for the bike rack purchase and installation, which represents 99.7% of the total cost (less contingency) and will be reimbursable to the City. PALTA funds will cover any cost amount which exceeds the grant funding, including the 2% contingency.

### RECOMMENDATIONS

That the Council:

1. Authorize the Department of Transportation to execute the third amendment to contract C-121320 with Transdev Services Inc. for the installation of bicycle racks on 85 DASH shuttle buses at an estimated not-to-exceed cost of \$133,340.
2. Authorize the Department of Transportation to execute the third amendment to contract C-119933 with MV Transportation, Inc. for the installation of bicycle racks on 17 DASH shuttle buses at an estimated not-to-exceed cost of \$29,130.
3. Authorize the Department of Transportation to execute the third amendment to contract C-119755 with MV Transportation, Inc. for the installation of bicycle racks on 33 DASH shuttle buses at an estimated not-to-exceed cost of \$57,430.

### FISCAL IMPACT STATEMENT

There is no General Fund impact. The total cost for these amended contracts is \$219,900 and will be funded within the Proposition A Budget. The recommendations comply with City Financial Policies in that sufficient special fund revenues are available and eligible for this purpose.

**CITY OF LOS ANGELES**

INTER-DEPARTMENTAL MEMORANDUM

2015 APR -3 PM 2:55

CITY ADMINISTRATIVE OFFICE

Date: March 31, 2015

To: The Honorable Eric Garcetti, Mayor  
Attention: Mandy Morales, Legislative Coordinator

From: Seleta J. Reynolds, General Manager  
Department of Transportation

Subject: **AUTHORIZATION TO AMEND CONTRACTS WITH MV TRANSPORTATION AND  
TRANSDEV SERVICES, INC. TO INSTALL BICYCLE RACKS ON DASH BUSES**

2015 APR -2 AM 11:38  
L. O. ...

**SUMMARY**

The Department of Transportation (LADOT) is requesting authority to execute amendments (attached) to transit operating contracts with MV Transportation and Transdev Services, Inc. (Transdev) for the purpose of installing bicycle racks on 135 DASH shuttle buses (model year 2009 and newer) at an estimated not-to-exceed cost of \$219,900.

**RECOMMENDATION**

That the Mayor:

Authorize the General Manager, Department of Transportation, to execute transit operating contract amendments with MV Transportation and Transdev to install bike racks on its DASH fleet (model year 2009 and newer), subject to the approval of the City Attorney as to form and legality.

**DISCUSSION**

LADOT is planning to purchase 143 bike racks (with two bicycle holders) to be installed on the front of 135 buses (with 8 spare racks). The cost for the racks is a not-to-exceed amount of \$219,900 (see the attached Table A for cost breakdown). LADOT opted to purchase the two-bicycle holder racks initially based on the fact that DASH buses operate on narrower neighborhood streets where turning movements are typically tighter relative to wider streets used by most regional transit buses. The department is concerned that the wider three-bicycle racks could increase the risks of collisions involving the front of the bus. LADOT will encourage its transit contractors to conduct additional driver training once the new bikes racks are installed.

A 2% contingency is included in the estimated total not-to-exceed cost of \$219,900. This contingency was added in the event LADOT determines that additional equipment and/or labor relating to the bike racks is necessary. The total estimated cost without contingency is \$215,588.

### LADOT Strategic Plan

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The recommendation in this report to install bike racks on 135 of LADOT's newest DASH buses is consistent with LADOT's new strategic plan. Under the focus of "A Livable and Sustainable City", Goal # 4 calls for improving bicycle access across all transit systems. Strategy L14.b.1 states that all new DASH buses shall be equipped with bike racks. LADOT's stated benchmark in the strategic plan is to install bike racks on 75 DASH buses by 2017. LADOT expects to nearly double the benchmark number of DASH buses with bike racks, and to do so by 2015 (approximately two years earlier than the benchmark year).

### Grant Funding

LADOT has submitted a letter of interest to Caltrans stating its intent to utilize its allocation of \$214,964 in FY 2014-15 Low Carbon Transit Operations Program (LCTOP) funds. The department intends to use these funds for the bike rack purchase and installation recommended in this report. The City Council's Transportation Committee, at its meeting on March 25, 2015, approved a draft resolution supporting LADOT's request for funding from Caltrans for the bike rack purchase. These grant funds, representing 99.7% of the total cost of the bus racks (less contingency), will be reimbursed to the City. The City's net cost for the bus purchase is \$624 (0.3% share). Any cost amount exceeding the grant funds, including the 2% contingency, shall be paid using City Prop A funds.

### **BACKGROUND**

While LADOT's Commuter Express bus fleet is 100% equipped with bike racks (three bicycle holders), its DASH bus fleet is not similarly equipped. LADOT has, in the past, elected not to install bike racks on its DASH buses due to the intra-community nature of the service. DASH bus routes are typically much shorter than most regional bus routes, and tend to operate in a circuitous routing of less than seven miles. Average passenger trip distances are also significantly shorter than those on the regional bus system. As such, DASH was viewed in the past as more of an alternative to riding a bike rather than as a complementary mode of travel.

More recently, with the adoption of LADOT's new strategic plan, the focus has shifted to enhancing all alternative forms of travel including walking and bicycling, and better integrating these modes with public transit. See discussion above regarding LADOT's strategic plan.

The Department initiated operation of the highly successful DASH shuttle bus service in Downtown Los Angeles with a single route in 1985. This program has expanded and currently operates five Downtown DASH routes and 25 community DASH routes, and serves over 20 million annual passenger trips. The Department, through its DASH program, has pioneered the use of smaller (30-35 foot), heavy duty, low floor and alternative fueled vehicles to operate its services instead of the traditional forty-foot transit buses. The Department has determined that these smaller buses are easier to maneuver and are less intrusive in the neighborhoods and communities they serve. The Department currently has a fleet of approximately 209 low-floor, clean fuel DASH vehicles powered by liquid propane gas (LPG) and compressed natural gas (CNG).

**IMPACT ON THE BUDGET**

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Funding for this project was included in the City's adopted FY 2010-11 and FY 2011-12 Budget in Proposition A Local Transit Assistance (PALTA) Fund No. 385. This project, therefore, does not create an impact on the General Fund Budget.

SJR: CR

Attachments

TABLE A

Attachment 1

Date	Days	No. of Bicycles and Spares	No. of Bikes Back Equip	Retrofit Parts/Accessories, etc.	Template (1 per bike type)	Equip. Cost (C x D) - (E x F x G)	Labor Cost per Bike	Labor Cost (H)	Equip. Cost (I)	Total Cost (J + K + L + M)	Tax (7%)	Shipping Cost	Subtotal	Contingency (7.5%)	Total
North	20 MG	7	\$224.00	\$ 113.00	\$ 212.00	\$ 7,815.00	\$ 150.00	\$ 1,050.00	\$ 8,465.00						
North	EFH	19	\$224.00	\$ 107.00	\$ 212.00	\$ 10,372.00	\$ 150.00	\$ 2,850.00	\$ 13,222.00						
North	Access	2	\$224.00	\$	\$	\$	\$ 475.00	\$ 850.00	\$ 2,090.00						
Subtotal		19						\$ 3,750.00	\$ 7,945.00	\$ 23,191.11	\$ 1,652.38	\$ 2,890.62	\$ 28,334.11	\$ 2,125.06	\$ 30,459.17
South	MGH	19	\$224.00	\$ 705.00	\$ 212.00	\$ 16,578.00	\$ 425.00	\$ 8,075.00	\$ 23,471.00						
South	EFH	17	\$224.00	\$ 107.00	\$ 212.00	\$ 11,779.00	\$ 425.00	\$ 7,225.00	\$ 23,864.00						
South	Access	2	\$224.00	\$	\$	\$	\$ 425.00	\$ 850.00	\$ 2,699.00						
Subtotal		38						\$ 16,750.00	\$ 51,134.00	\$ 155,740.43	\$ 10,927.25	\$ 16,274.25	\$ 183,036.93	\$ 13,727.77	\$ 196,764.70
Washington	MGH	21	\$224.00	\$ 105.00	\$ 212.00	\$ 12,111.00	\$ 400.00	\$ 8,400.00	\$ 21,411.00						
Washington	EFH	24	\$224.00	\$ 207.00	\$ 212.00	\$ 15,206.00	\$ 300.00	\$ 7,200.00	\$ 22,606.00						
Washington	Access	2	\$224.00	\$ 107.00	\$ 212.00	\$ 2,937.00	\$ 300.00	\$ 600.00	\$ 3,837.00						
Subtotal		47						\$ 1,200.00	\$ 26,248.00	\$ 120,370.45	\$ 8,400.00	\$ 1,400.00	\$ 130,720.45	\$ 9,804.03	\$ 140,524.48
GRAND TOTAL: BEFORE CONTINGENCY														\$ 215,287.22	
GRAND TOTAL: AFTER CONTINGENCY														\$ 230,996.62	

\* The Cost of Equip. for all Bikes is in and for all Spares is out.

TOTAL NUMBER OF BICYCLES AND SPARES: 148 (135 Bikes and 13 Spares)

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**THIRD AMENDMENT TO THE  
AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
MV TRANSPORTATION, INC.  
FOR THE  
OPERATIONS OF THE  
CITY OF LOS ANGELES,  
DEPARTMENT OF TRANSPORTATION'S (LADOT)  
BUS TRANSIT OPERATIONS FOR THE  
NORTH REGION**

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**THIRD AMENDMENT TO THE AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND MV TRANSPORTATION, INC.  
FOR THE OPERATIONS OF LADOT'S BUS TRANSIT OPERATION  
SERVICES FOR THE NORTH REGION**

---

**THIS THIRD AMENDMENT TO THE AGREEMENT** is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred as the "City"), and MV Transportation, Inc. (hereinafter referred as the "Contractor").

**WITNESSETH**

**WHEREAS**, the City was desirous of obtaining services for the management and operation of the Central and South Region bus services for the City of Los Angeles, Department of Transportation, Office of Transit Services;

**WHEREAS**, the City issued a Request for Proposals (RFP) dated November 1, 2010, locally and nationally for companies interested in providing such services, which RFP, along with its Exhibits, Forms, Appendices, Attachments and Addendum, is on file in the City's Department of Transportation and is incorporated herein by reference;

**WHEREAS**, the Contractor has the management and technical expertise and other assets necessary for the operation of the North Region;

**WHEREAS**, the Contractor submitted a proposal in response to the RFP, which proposal is dated February 18, 2011 ("Proposal");

**WHEREAS**, the City has requested that the Contractor operate the DASH Central and South Regions in the time and manner set forth in the RFP and Proposal. The City and Contractor executed the Agreement on October 28, 2011, referenced as Contract Number C-119933.

**WHEREAS**, the City desires to retrofit all buses from model year 2009 and up with a two (2) bicycle holders front mounted bike racks.

**WHEREAS**, the Contractor, having the technical expertise to do so, agreed to procure and install the bike racks.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree to amend the RFP and Contract Number C-119933 as follows:

---

**AMENDED SECTION III – CONTRACTOR DUTIES AND SCOPE OF WORK  
TO ADD NEW SUBSECTION C.**

**C. Procurement and Installation of Bicycle Racks**

1. Contractor shall procure nineteen (19) new transit bus bicycle racks and install seventeen (17) (2 are spares) new transit bus bicycle racks from Sportsworks (Two-Bicycle Holders) on all model year 2009 and up buses.

**AMENDED SECTION IV. – COMPENSATION TO ADD NEW SUBSECTION B.**

- B. Contractor shall invoice LADOT the cost of the procurement and installation of the bicycle racks with an amount not-to-exceed **\$28,559.07**. This said amount is based on the quote obtained by Contractor from Sportsworks dated February 18, 2015 (Quote Number 33791) as well as labor cost quoted by the Contractor dated \_\_\_\_\_, 2015, both documents are hereby incorporated by reference as Attachment A. A 2% allowance is being added on top of the not-to-exceed limit in the event the City determines that additional equipment and/or labor is necessary relating to the bike rack retrofit that was not included in the original bike retrofit quote. Thus, the complete contract amendment amount is **\$29,130.25**. The invoice shall include all back-up documentation including the equipment specification and related components and pricing breakdown for each component.
- 

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SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

---

Executed for:

Executed for:

The City of Los Angeles

MV Transportation, Inc.

\_\_\_\_\_  
Seleta Reynolds  
General Manager  
Department of Transportation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality:

ATTEST:

Michael Feuer, City Attorney

Holly Wolcott, Interim City Clerk

\_\_\_\_\_  
Michael Nagle  
Deputy City Attorney

\_\_\_\_\_  
City Clerk  
City of Los Angeles

Date: \_\_\_\_\_

Date: \_\_\_\_\_

---

Council File Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

---

**THIRD AMENDMENT TO THE  
AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
MV TRANSPORTATION, INC.  
FOR THE  
OPERATIONS OF THE  
CITY OF LOS ANGELES,  
DEPARTMENT OF TRANSPORTATION'S (LADOT)  
BUS TRANSIT OPERATIONS FOR THE  
CENTRAL AND SOUTH REGIONS**

---

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND MV TRANSPORTATION, INC.  
FOR THE OPERATIONS OF LADOT'S BUS TRANSIT OPERATION  
SERVICES FOR THE CENTRAL AND SOUTH REGIONS**

---

**THIS THIRD AMENDMENT TO THE AGREEMENT** is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred as the "City"), and MV Transportation, Inc. (hereinafter referred as the "Contractor").

**WITNESSETH**

**WHEREAS**, the City was desirous of obtaining services for the management and operation of the Central and South Region bus services for the City of Los Angeles, Department of Transportation, Office of Transit Services;

**WHEREAS**, the City issued a Request for Proposals (RFP) dated November 1, 2010, locally and nationally for companies interested in providing such services, which RFP, along with its Exhibits, Forms, Appendices, Attachments and Addendum, is on file in the City's Department of Transportation and is incorporated herein by reference;

**WHEREAS**, the Contractor has the management and technical expertise and other assets necessary for the operation of the Central and South Regions;

**WHEREAS**, the Contractor submitted a proposal in response to the RFP, which proposal is dated February 18, 2011 ("Proposal");

**WHEREAS**, the City has requested that the Contractor operate the DASH Central and South Regions in the time and manner set forth in the RFP and Proposal. The City and Contractor executed the Agreement on October 28, 2011, referenced as Contract Number C-119755.

**WHEREAS**, the City desires to retrofit all buses from model year 2009 and up with a two (2) bicycle holders front mounted bike racks.

**WHEREAS**, the Contractor, having the technical expertise to do so, agreed to procure and install the bike racks.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree to amend the RFP and Contract Number C-119755 as follows:

---

**AMENDED SECTION III – CONTRACTOR DUTIES AND SCOPE OF WORK  
TO ADD NEW SUBSECTION C.**

**C. Procurement and Installation of Bicycle Racks**

1. Contractor shall procure thirty-five (35) new transit bus bicycle racks and install to thirty-three (33) (2 are spares) new transit bus bicycle racks from Sportsworks (Two-Bicycle Holders) on all model year 2009 and up buses.

**AMENDED SECTION IV. – COMPENSATION TO ADD NEW SUBSECTION B.**

- B. Contractor shall invoice LADOT the cost of the procurement and installation of the bicycle racks with an amount not-to-exceed **\$56,303.20**. This said amount is based on the quote obtained by Contractor from Sportsworks dated February 18, 2015 (Quote Number 33791) as well as labor cost quoted by the Contractor dated \_\_\_\_\_, 2015, both documents are hereby incorporated by reference as Attachment A. A 2% allowance is being added on top of the not-to-exceed limit in the event the City determines that additional equipment and/or labor is necessary relating to the bike rack retrofit that was not included in the original bike retrofit quote. Thus, the complete contract amendment amount is **\$57,429.26**. The invoice shall include all back-up documentation including the equipment specification and related components and pricing breakdown for each component.

---

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**IN WITNESS WHEREOF**, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

---

Executed for:

Executed for:

The City of Los Angeles

MV Transportation, Inc.

\_\_\_\_\_  
Seleta Reynolds  
General Manager  
Department of Transportation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality:

ATTEST:

Michael Feuer, City Attorney

Holly Wolcott, Interim City Clerk

\_\_\_\_\_  
Michael Nagle  
Deputy City Attorney

\_\_\_\_\_  
City Clerk  
City of Los Angeles

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Council File Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

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**THIRD AMENDMENT TO THE  
AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND  
TRANSDEV SERVICES, INC.  
FOR THE  
OPERATIONS OF THE  
CITY OF LOS ANGELES,  
DEPARTMENT OF TRANSPORTATION'S (LADOT)  
BUS TRANSIT OPERATIONS FOR THE  
DASH DOWNTOWN AND  
DASH MID-CITY SERVICES**

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**THIRD AMENDMENT TO THE AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
AND TRANSDEV SERVICES, INC.  
FOR THE OPERATIONS OF LADOT'S BUS TRANSIT OPERATION  
SERVICES FOR THE DASH DOWNTOWN AND  
DASH MID-CITY SERVICE**

---

**THIS THIRD AMENDMENT TO THE AGREEMENT** is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred as the "City"), and Transdev Services Inc. (hereinafter referred as the "Contractor").

**WITNESSETH**

**WHEREAS**, the City was desirous of obtaining services for the management and operation of the DASH Downtown and DASH Mid-City shuttle bus services for the City of Los Angeles, Department of Transportation, Office of Transit Services;

**WHEREAS**, the City issued a Request for Proposals (RFP) dated February 16, 2012, locally and nationally for companies interested in providing such services, which RFP, along with its Exhibits, Forms, Appendices, Attachments and Addendum, is on file in the City's Department of Transportation and is incorporated herein by reference;

**WHEREAS**, the Contractor has the management and technical expertise and other assets necessary for the operation of the DASH Downtown and DASH Mid-City services;

**WHEREAS**, the Contractor submitted a proposal in response to the RFP, which proposal is dated May 8, 2012 ("Proposal");

**WHEREAS**, the City has requested that the Contractor operate the DASH Downtown and DASH Mid-City services in the time and manner set forth in the RFP and Proposal. The City and Contractor executed the Agreement on October 30, 2012, referenced as Contract Number C-121320.

**WHEREAS**, the City desires to retrofit all buses from model year 2009 and up with a two (2) bicycle holders front mounted bike racks.

**WHEREAS**, the Contractor, having the technical expertise to do so, agreed to procure and install the bike racks.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree to amend the RFP and Contract Number C-121320 as follows:

---

**AMENDED SECTION III – CONTRACTOR DUTIES AND SCOPE OF WORK  
TO ADD NEW SUBSECTION C.**

**C. Procurement and Installation of Bicycle Racks**

1. Contractor shall procure ~~eighty-five (85)~~ eighty-nine (89) new transit bus bicycle racks and install ~~eighty-five (85)~~ (2 are spares) new transit bus bicycle racks from Sportsworks (Two-Bicycle Holders) on all model year 2009 and up buses.

**AMENDED SECTION IV. – COMPENSATION TO ADD NEW SUBSECTION B.**

- B. Contractor shall invoice LADOT the cost of the procurement and installation of the bicycle racks with an amount not-to-exceed **\$130,725.45**. This said amount is based on the quote obtained by Contractor from Sportsworks dated February 2, 2015 (Quote Number 33531) as well as labor cost quoted by the Contractor, both documents are hereby incorporated by reference as Attachment A. A 2% allowance is being added on top of the not-to-exceed limit in the event the City determines that additional equipment and/or labor is necessary relating to the bike rack retrofit that was not included in the original bike retrofit quote. Thus, the complete contract amendment amount is **\$133,339.96**. The invoice shall include all back-up documentation including the equipment specification and related components and pricing breakdown for each component.

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**IN WITNESS WHEREOF**, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

---

Executed for:

Executed for:

The City of Los Angeles

Transdev Services, Inc.

\_\_\_\_\_  
Seleta Reynolds  
General Manager  
Department of Transportation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality:

ATTEST:

Michael Feuer, City Attorney

Holly Wolcott, Interim City Clerk

\_\_\_\_\_  
Michael Nagle  
Deputy City Attorney

\_\_\_\_\_  
City Clerk  
City of Los Angeles

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Council File Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

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# 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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, *one text being retained by each party*. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

**PSC-4. 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** hereto;
- 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

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and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. 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-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The 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 affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, 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, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. 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 the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

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**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. 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-10(A) Termination for Convenience.
7. The rights and remedies of the **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.

#### **PSC-11. INDEPENDENT CONTRACTOR**

**CONTRACTOR** is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

#### **PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

**CONTRACTOR** may not, unless it has first obtained the written permission of the **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-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

**CONTRACTOR** shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. 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, in accordance with

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requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**PSC-18. FALSE CLAIMS ACT**

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

**PSC-19. BONDS**

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

**PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** *undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the 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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.*

**PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits 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 the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

#### **PSC-23. OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract 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. **CONTRACTOR** 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 **CONTRACTOR** under this Contract. **CONTRACTOR** 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 the CITY that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

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

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

#### **PSC-26. 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-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

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race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

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- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

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their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

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(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. *The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.*

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- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

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5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.
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#### **PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

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- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
  - B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
  - C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
  - D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
  - E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with *City Insurance and Bond* requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

**CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

### Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

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 \_\_\_\_\_  
EL Statutory \_\_\_\_\_

- |   |   |
|---|---|
| <input type="checkbox"/> Waiver of Subrogation in favor of City | <input type="checkbox"/> Longshore & Harbor Workers |
|   | <input type="checkbox"/> Jones Act                  |

\_\_\_ **General Liability** \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Sexual Misconduct _____ |
| <input type="checkbox"/> Fire Legal Liability _____    |  |
| <input type="checkbox"/>                               |  |

\_\_\_ **Automobile Liability** (for any and all vehicles used for this Contract, other than commuting to/from work) \_\_\_\_\_

\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

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

- |  |   |
|--|---|
| <input type="checkbox"/> All Risk Coverage | <input type="checkbox"/> Boiler and Machinery |
| <input type="checkbox"/> Flood _____       | <input type="checkbox"/> Builder's Risk       |
| <input type="checkbox"/> Earthquake _____  | <input type="checkbox"/> _____                |

\_\_\_ **Pollution Liability** \_\_\_\_\_

- \_\_\_\_\_

\_\_\_ **Surety Bonds -- Performance and Payment (Labor and Materials) Bonds** 100 % of Contract Price

\_\_\_ **Crime Insurance** \_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MANDATORY CITY CONTRACT REQUIREMENTS, GENERAL CITY RESERVATIONS, AND PROTEST PROCEDURES**

This Appendix shall be incorporated in all Requests for Proposals (RFP) issued by the City of Los Angeles, Department of Transportation (LADOT).

**MANDATORY CITY CONTRACT REQUIREMENTS**

Sections below describe some of the mandatory requirements for contracting with the City. More detailed information and forms which must be completed by the proposer can be found in the Attachments A thru M, as well as other sections of the RFP.

1. Information on Business Locations and Workforce

An important policy goal of the City is to encourage businesses to locate or remain in the City. To track that goal effectively, the Los Angeles City Council requires all City departments to gather various information on contractors who conduct business with the City (see Los Angeles City Council File No.92-0021). The following information is to be included in each proposal:

- a. The headquarters address of the firm and the total number of employees, regardless of work location;
- b. The percentage of the firm's total work force employed within the City and the percentage residing within the City; and,
- c. The address(es) of any branch office(s) located within the City and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.

Los Angeles Resident Information Form is located in Attachment L.

2. Statement of Non-Collusion

With each response, a statement shall be submitted and signed by the respondent under penalty of perjury that:

- a. The response is genuine, not a sham or collusive;
- b. The response is not made in the interest or on behalf of any person not named therein;

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c. The respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and

d. The respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

Non-Collusion Affidavit is located in Attachment C.

3. Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) and Other Business Enterprise (OBE) Subcontractor Outreach Requirements

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts greater than \$100,000. Proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs and OBEs have an equal opportunity to compete for and participate in City contracts. A proposer's good faith efforts to reach out to MBEs, WBEs and OBEs shall be determined by the level of effort put into achieving indicators detailed in Attachment A. Failure to meet expected MBE/WBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. However, failure to include supporting documentation of a good faith effort and failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points will render the proposal non-responsive and will result in its rejection. Good Faith Effort is required even if the proposer has achieved the anticipated MBE/WBE participation levels. Additional information, forms, and instructions are located in Attachment A.

4. Non-Discrimination, Equal Employment Practices and Affirmative Action Policies

Any respondent awarded a contract pursuant to this RFP must comply with the Nondiscrimination Policy, Equal Employment Practices and Affirmative Action Programs set forth in Section 10.8 et seq. of the Los Angeles Administrative Code. The respondent must sign and submit with the response a Nondiscrimination, Equal Employment Practices and Affirmative Action Certification Declaration, Composition of Total Work-force Report, or a signed version of respondent's own affirmative action plan which meets all the requirements of the City's Affirmative Action Plan. If the respondent elects to submit its own plan, it must be submitted to the Office of Contract Compliance for approval. Additional information, forms and instructions are located in Attachment B.

5. Service Contract Worker Retention and Living Wage Ordinances

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The Service Contract Worker Retention Ordinance (Los Angeles Administrative Code, Section 10.36 et seq.) and the Living Wage Ordinance (Los Angeles Administrative Code, Section 10.37 et seq.) (collectively, the "Ordinances") provide that all employers (except those specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, or certain recipients of city financial assistance, shall comply with provisions of said Ordinances. Additional information, forms and instructions are located Attachment D.

6. Equal Benefits Ordinance

Unless otherwise exempt, any contract award pursuant to the RFP is subject to the Equal Benefits Ordinance (Los Angeles Administrative Code Section 10.89.2.1 et seq.), which applies to contracts in excess of \$5,000.00 and requires that contractors provide the same benefits to domestic partners of employees that are provided to spouses or employees. Respondents must complete and return with their response, a Certification of Compliance Form and, if appropriate, the Reasonable Measures Certification or the Substantial Compliance Certification. Additional information, forms and instructions are located in Attachment H.

7. Insurance and Indemnification

If awarded a contract, the respondent will furnish the City evidence of insurance Coverage as set forth in Exhibit 1 of the Standard Provisions for City Contracts, which is located in Appendix A. City may require the respondent to have fidelity, surety bond, performance bond, or letter of credit to ensure satisfactory performance during the term of contract. Such requirements are also included in the Exhibit 1 of the afore-mentioned Standard Provisions for City Contracts. Furthermore, the contractor will also be required to indemnify the City in accordance with the provisions set forth in PSC-20 and 21 of the Standard Provisions for City Contracts.

8. Support Assignment Orders

Respondents are advised that any contract awarded pursuant to this RFP will be subject to the applicable provisions of Los Angeles Administrative Code Section 10.10, Child Support Assignment Orders. A Certification with Child Support Obligations must be submitted with a response to this RFP. Additional information, forms and instructions are located in Attachment F.

9. Contractor Responsibility Ordinance

Every Request for Proposal, Request for Bid, Request for Qualifications or other procurement process is subject to the provisions of the Contractor Responsibility

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Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, unless exempt pursuant to the provisions of the Contractor Responsibility Ordinance. This Contractor Responsibility Ordinance requires that all respondents complete and return, with their response, the responsibility questionnaire for service contracts. Failure to return the completed questionnaire may result in the response being deemed nonresponsive. The Contractor Responsibility Ordinance also requires that if a contract is awarded pursuant to this procurement, that the contractor must update responses to the questionnaire, within thirty calendar days, after any changes to the responses previously provided if such change would affect contractor's fitness and ability to continue performing the contract. Pursuant to the Contractor Responsibility Ordinance, by executing a contract with the City, the contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. Further, the Contractor Responsibility Ordinance requires each contractor to: (1) notify the awarding authority within thirty calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Section 10.40.3 (a) of the Contractor Responsibility Ordinance; and (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Section 10.40.3 (a) of the Contractor Responsibility Ordinance. Detailed information, forms, and instructions are located in Attachment I.

#### 10. Americans with Disabilities Act

The City is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. Section 12131 et seq. Respondents awarded a contract through this RFP must comply with the Americans with Disabilities Act and execute a certification regarding compliance with the Americans with Disabilities Act prior to the execution of a contract. Additional information, forms and instructions are located in Attachment G.

#### 11. Recycled Paper

Proposers shall submit all written documents on paper with a minimum of 30 percent post-consumer recycled content. Existing Outside Counsel letterhead or stationery that accompanies these documents is exempt from this requirement. Pages should be double-sided. Neon or fluorescent paper shall not be used in any written documents submitted.

#### 12. Slavery Disclosure Ordinance

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Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Slavery Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Unless a specific exception applies, the Ordinance requires Contractor/Consultant to complete an affidavit certifying that Contractor/Consultant has searched any and all records of its company regarding records of participation or investments in, or profits derived from Slavery, including Slaveholder Insurance Policies issued during the Slavery Era and to disclose such records and identify the names of any enslaved persons or slaveholders described in the records. Failure to fully and accurately complete the affidavit may result in termination of the contract. Additional information, forms, and instructions are located in Attachment K.

### 13. Municipal Lobbying Ordinance

Detailed information, form, and instructions regarding the Los Angeles Municipal Ordinance are located in Attachment M.

## **GENERAL CITY RESERVATIONS**

1. City reserves the right to verify the information in the response.
2. If a firm knowingly and willfully submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this RFP, the City reserves the right to terminate that contract.
3. Submission of a response to this RFP shall constitute acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of three hundred sixty five (365) days from the date set for receipt of responses. Firms awarded a contract pursuant to this RFP will be required to enter into a written contract with the City approved as to form by the City Attorney. This RFP and response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to further negotiate the terms and conditions of the contract. The final contract offer of the City may contain additional terms or terms different from those set forth herein.
4. Late responses will not be considered. The City, in its sole discretion, reserves the right to determine the timeliness of all responses submitted.
5. The City reserves the right to waive any informality in the process when to do so is in the best interest of the City.
6. The City reserves the right to withdraw this RFP at any time without prior notice and the right to reject any and all Responses. The City makes no representation

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that any contract will be awarded to any firm responding to this RFP. The City reserves the right to extend the deadline for submission. Firms will have the right to revise their response in the event the deadline is extended.

7. A proposer may withdraw its response prior to the specified due date and time. A written request to withdraw, signed by an authorized representative of the proposer, must be submitted to the City of Los Angeles, Department of Transportation at the address specified herein for submittal of proposal. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time prior to the specified submission deadline.
8. All costs of response preparation shall be borne by the proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer in the preparation and/or submission of the response.
9. Unnecessarily elaborate or lengthy responses or other presentations beyond those needed to give sufficient and clear response to all of the RFP requirements are not desired.
10. The response must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award.
11. Responses shall be reviewed and rated by the City as submitted. Firms may make no changes or additions after the deadline for receipt, unless requested by LADOT.
12. A firm will not be recommended for a contract award, regardless of the merits of the response submitted, if it has a history of contract noncompliance with the City or other funding source or poor past or current performance with the City or other funding source.
13. The City reserves the right to retain all responses submitted and the responses shall become the property of the City. Any department or agency of the City has the right to use any of the ideas presented in the responses submitted in response to this RFP. All responses received by the City will be considered public records subject to disclosure under the Public Records Act. (California Government Code Section 6250 et seq.) Applicants must identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the applicant will be required to state in the response that he or she will defend any action brought against the City for its refusal to disclose such material to any party making a request thereof. Failure to include such a statement shall constitute a waiver of proposer's right to exemption from disclosure.
14. Upon completion of all work under this contract, ownership and title of all reports, documents, plans, drawings, specifications, and estimates produced as part of

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this contract will automatically be vested in the City of Los Angeles, and no further agreement will be necessary to transfer ownership to any City agency. Copies made for the contractor's records shall not be furnished to others without written authorization from the City of Los Angeles, Department of Transportation.

15. Any contract awarded pursuant to this RFP is subject to the Contractor Evaluation Ordinance, Los Angeles Administrative Code Section 10.39, which requires awarding authorities to evaluate contractor's performance and retain such evaluative information in a data bank for future reference.
16. The contract awarded from this RFP is expected to have a term of three years.
17. The City may award a contract on the basis of proposals submitted, without discussions, or may negotiate further with those proposers within a competitive range. Proposals should be submitted on the most favorable terms the proposer can provide.

### **PROTEST PROCEDURES**

Protests concerning this RFP process will be accepted by the City of Los Angeles, Department of Transportation (LADOT) based on either the RFP content (terms and conditions as set forth in the RFP or the staff recommendation for contract award. All protests regarding this RFP must be filed in writing to the General Manager, City of Los Angeles Department of Transportation at 100 S. Main Street, 10th Floor, Los Angeles, CA 90012. All protests must be sent by certified mail with returned receipt. Certified mail must be postmarked no later than the 10th business day of either the advertisement of the RFP (if protesting the content) or LADOT staff recommendation of contract award (if protesting the specific selection process). All protests shall include the name, address, and telephone number of the person representing the protesting firm. All protests must contain a full and complete written statement specifying in detail the grounds for the protest and the facts supporting the protest. The protest shall also clearly state the relief sought. If a protest is filed, LADOT shall issue a written decision on the protest to the protestor. Any interested party who plans to submit a proposal may file a protest based on the content (terms and conditions as set forth in the RFP) of the RFP within ten business days after the Request for Proposals is first advertised. LADOT's goal is to respond in writing by certified mail to protestor(s) within 15 calendar days of receipt of the protest. Should LADOT determine that a revision to the RFP process is appropriate, LADOT shall either extend the RFP timeline or reissue the RFP. In either case, LADOT shall notify in writing by certified mail all firms in attendance at the Pre-Proposal Conference of any revisions to the RFP process. LADOT's final written report on the Department's RFP process and staff recommendation of contract award will contain an account of all protest(s) filed based on RFP content, and shall also include the Department's response(s) to the protest(s). LADOT's report shall be forwarded to the Mayor and City Council, and/or the City's Board of Transportation Commissioners (as appropriate), for their consideration.

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A protest based on the specific selection process may be filed with LADOT within ten business days after the staff recommendation for contract award has been made available to the public. LADOT shall notify RFP responders in writing by certified mail of LADOT staff's recommendation of contract award. Upon receipt of any protests on the specific selection process, a review of the protest(s) shall be conducted by the Standing Protest Committee. This Committee consists of two members of the City's Board of Transportation Commissioners and at least two members of LADOT senior management staff not otherwise involved with the proposal evaluation. A protest hearing will be convened at a publicly noticed meeting with a specific date, time and location. LADOT's goal is to conduct the hearing within 30 calendar days of the protest submission deadline. The findings of the Committee will be presented to the City's Board of Transportation Commissioners for consideration at one of its scheduled public meetings. For contract awards involving approval by the City Council, any adopted findings and/or recommendations of the Board of Transportation Commissioners concerning the protest review will be forwarded to the City Council's Transportation Committee for its consideration.

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