

0150-08987-0003

TRANSMITTAL

TO Council	DATE 10/17/19	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT All

Request from the Department of Transportation for authority to execute a contract with Shelter Clean Services, Inc. for landscape management and facility maintenance services for LADOT bike paths and transit facilities.

Transmitted for further processing.
See the City Administrative Officer report attached.



(Ana Guerrero for)

MAYOR

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

To: Mayor	Date: 10-7-19	C.D. No. All	CAO File No.: 0150-08987-0003				
Contracting Department/Bureau: Department of Transportation		Contact: Clinton Quan (213) 928-9786					
Reference: Department of Transportation Report dated August 13, 2019; Referred to CAO for report on August 22, 2019							
Purpose of Contract: For landscape management and facility maintenance services of LADOT bike path and transit facilities							
Type of Contract: (X) New Contract	Contract Term Dates: Five year term, from October 1, 2019 through September 24, 2024						
Contract/Amendment Amount: \$ 8,500,000							
Proposed amount: \$ 8,500,000 + Prior award(s) \$ 0 = Total \$ 8,500,000							
Source of funds: LADOT Proposition A Local Transit Assistance Fund No. 385 and Proposition C Anti-Gridlock Transit Fund No. 540							
Name of Contractor: Shelter Clean Services, Inc. Address: 11065 Penrose Street Sun Valley, CA 91352							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Slavery & Border Wall Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 89.8 %				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Mayor and Council authorize the General Manager of the Department of Transportation (LADOT), or designee, to execute a new contract with Shelter Clean Services, Inc. for landscape management and facility maintenance services for LADOT bike paths and transit facilities for a term of five years, from October 1, 2019 through September 30, 2024, with compensation not to exceed \$8,500,000, subject to the approval of the City Attorney as to form and legality.

FISCAL IMPACT STATEMENT

There is a potential General Fund impact in subsequent years of the contract. Funding is provided by Proposition A Local Transit Assistance Fund No. 385 and Proposition C Anti-Gridlock Transit Fund No. 540. Funding for subsequent years of the contract will be provided in those fiscal year budgets. The recommendation complies with City Financial Policies in that sufficient special fund revenues are available and eligible for this purpose.

BACKGROUND

The LADOT's Bikeways Section is responsible for the implementation of new bike paths, as part of the effort to build out and maintain the Citywide bikeways network, as guided by the City's Bicycle Plan. Bike paths require routine and special maintenance, including the maintenance of landscaping and

	
BA Analyst 0150-08987-0003	City Administrative Officer

irrigation systems, as well as sweeping, clearing, and cleaning of the bike path surface. The Department manages and maintains the following bike path facilities:

Bike Path Facilities	
1. Orange Line	8. L.A. River
2. Chandler Boulevard	9. San Fernando Road Phase I
3. Arroyo Seco	10. San Fernando Road Phase II
4. Ballona Creek	11. Will Rogers State Beach
5. Browns Creek	12. Expo Line
6. Harbor Park	13. Future Bike Path Facilities
7. L.A. River West Valley Segment	(may be added at a later date)

In October 1992, Metrolink began its regional commuter rail service between the five counties and the Union Station terminal in Downtown Los Angeles. Between 1992 and 1994, LADOT developed and opened four Metrolink stations located in Chatsworth, Van Nuys, Northridge, and Sylmar/San Fernando. In April 2011, LADOT developed the fifth Metrolink station which opened in Sun Valley. These facilities provide inter-modal transfers between train, bus, shuttle, taxi, bicycle, and automobile. In addition to the Metrolink stations, the City, in cooperation with other public and private agencies, developed the Warner Center Transit Hub in the western San Fernando Valley area. The Warner Center Transit Hub, which opened in 2005, serves as the western terminus of the Metro Orange Line. The transit facilities covered under the proposed contract may include maintenance for parking lots, other adjacent areas and exterior and interior of buildings and landscaping. The proposed contract includes the following transit facilities:

Transit Facilities	
1. Chatsworth Metrolink	5. Van Nuys Metrolink
2. Northridge Metrolink	6. Warner Center Transit Hub
3. Sun Valley Metrolink	7. Encino Park & Ride
4. Sylmar/San Fernando Metrolink	8. Granada Hills Park & Ride

Shelter Clean, Inc. (Shelter Clean) currently provides the landscape and facility maintenance services for bike path and transit facilities through separate contracts. The bike paths and facilities maintenance contract (C-124680) has a compensation amount not to exceed \$3,000,000. The transit facility maintenance contract (C-124679) has a compensation amount not to exceed \$2,140,000. Both contracts have a five year term from October 1, 2014 to September 30, 2019.

Contractor Selection Process

The Personnel Department determined that there are City classifications that can perform the scope of work. On June 29, 2018, the LADOT solicited interest from 17 City departments to perform the work. All the City departments responded that they did not have sufficient staff to complete the work on LADOT facilities. This Office determined that, in accordance with Charter Section 1022, the proposed work can be completed more feasibly by a contractor than City employees because the amount and variability of the work prevents the Department from filling this role with City staff and providing them a full workload.

On February 5, 2019, the LADOT released a Request for Proposals (RFP) to solicit proposals for the landscape management and facility maintenance services of 12 bike path facilities and eight transit

facilities on fixed schedules and other LADOT facilities on an as-needed basis. As part of the RFP's terms, firms could submit proposals for the bike path facilities, transit facilities, or submit for both packages. For proposals for both packages, the LADOT allowed an "Economy of Scale" pricing to be included to show any potential savings from operating both services. The LADOT received three proposals by the April 5, 2019 deadline. The three firms and their responses are detailed in the following table.

RFP Responses by Firm			
Proposer	Bike Path	Transit	Economy of Scale Pricing
Shelter Clean Services, Inc.	X	X	X
Woods Maintenance Services, Inc.	X		
Far East Landscape & Maintenance, Inc.	X	X	

The LADOT formed a four-member evaluation committee that included three project management staff from LADOT and a project manager from Metrolink. The committee scored proposers by their qualifications, staff qualifications, proposed plan for the facilities, and cost effectiveness. The committee evaluated Shelter Clean to be the best and most qualified proposer due to the company's proposed management plan for both bike path and transit facilities. The table below shows the results of the evaluation committee scoring.

Evaluation Committee Results (Out of 400)		
Proposer	Bike Path Score	Transit Score
Shelter Clean Services, Inc.	374	359
Woods Maintenance Services, Inc.	291	
Far East Landscape & Maintenance, Inc.	340	321

* Bold indicates the highest scoring proposal in each category

Since Shelter Clean was the highest ranked in both categories, LADOT recommended awarding one contract for both service packages. Shelter Clean will be tasked with landscape management and facility maintenance services for routine and unanticipated maintenance of various department facilities, billed to the Department as fixed and variable costs, respectively.

Fixed and variable costs are detailed in the attached contract. Variable costs are contingencies that LADOT estimates for unanticipated services that may arise through the term of the agreement including but not limited to capital improvements, removal of graffiti, and additional landscaping projects. These costs are not guaranteed payments to the contractor. The below table outlines the estimated costs for the services needed for the bike path facilities, transit facilities, and any additional LADOT facilities during the five-year term of the agreement.

Shelter Clean Five-Year Cost Estimates			
Service	Fixed Costs (incl. Economy of Scale Savings)	Variable Costs	Total
Bike Path Facilities	\$3,345,919	\$669,183	\$4,015,102
Transit Facilities	\$2,888,246	\$596,652	\$3,484,898
Other LADOT Facilities	\$200,000	\$800,000	\$1,000,000
TOTAL	\$6,434,165	\$2,065,835	\$8,500,000

The LADOT is requesting authority to execute a contract with Shelter Clean, Inc. for a term of five years, from October 1, 2019 through September 30, 2024 and compensation not to exceed \$8,500,000. Funding is provided by Proposition A Local Transit Assistance Fund No. 385 Account No. 94R427 and 94S427 and Proposition C Anti-Gridlock Transit Fund No. 540 Account No. 94R992 and 94S992. Funding for subsequent years of the contract will be provided in the Prop A and Prop C fiscal year budgets.

The attached LADOT report provides further detail on the proposed contract (Attachment). This Office has confirmed that the recommended contractor has submitted the required documentation in compliance with City contracting policies.

Attachment:
Department of Transportation Report Dated August 13, 2019

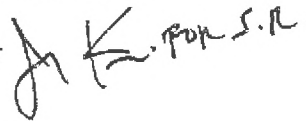
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CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: August 13, 2019

To: The Honorable Eric Garcetti, Mayor
Attention: Heleen Ramirez, Legislative Coordinator

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



Subject: **AGREEMENT BETWEEN THE LOS ANGELES DEPARTMENT OF TRANSPORTATION AND SHELTER CLEAN SERVICES INC FOR LANDSCAPE MANAGEMENT AND FACILITY MAINTENANCE SERVICES FOR LADOT BIKE PATH AND TRANSIT FACILITIES**

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authorization to execute an agreement with Shelter Clean Services Inc for landscape management and facility maintenance services of LADOT bike path and transit facilities.

RECOMMENDATION

That the Council, subject to the concurrence by the Mayor:

Authorize the General Manager of LADOT to execute an agreement with Shelter Clean Services Inc for the landscape management and facility maintenance services for a five-year term effective October 1, 2019 through September 30, 2024, in an amount not to exceed \$8,500,000.

BACKGROUND

LADOT released a Request for Proposals (RFP) on February 5, 2019 to solicit proposals for the landscape management and facility maintenance services of 12 bike path facilities and eight transit facilities on fixed schedules and other LADOT facilities on intermittent or as-needed basis. As part of the RFP's terms, LADOT provided proposers the option to submit proposals for either the bike path or transit facilities service package and the opportunity to submit for both packages. LADOT also offered an option for an "Economy of Scale" proposal pricing, outlining savings to the City in the event the City recommends the same firm for contract award of both the bike path and transit facilities packages.

Prior to releasing the new RFP for the next contract, LADOT solicited interest from other City departments to perform the work. On June 29, 2018, LADOT sent out a communication to 17 City departments/bureaus for their interest in providing service for LADOT's facilities. All the City departments responded that they did not have sufficient staff to complete the work on LADOT facilities.

Bike Path Facilities

LADOT's Bikeways Section is responsible for the implementation of new bike paths, as part of the effort to build out the citywide bikeways network, as guided by the City's Bicycle Plan. Bike paths and its amenities require routine and special maintenance, including the maintenance of landscaping and irrigation systems, as well as sweeping, clearing, and cleaning of the bike path surface.

Transit Facilities

In October 1992, Metrolink began its regional commuter rail service between the five counties and the Union Station terminal in Downtown Los Angeles. Metrolink, owned and operated by the Southern California Regional Rail Authority (SCRRA), is a joint powers agency composed of members from five Southern California counties: Los Angeles, Orange, Riverside, San Bernardino, and Ventura. To accommodate Metrolink passengers, LADOT developed and opened two Metrolink stations in 1992: Chatsworth station (a newly built station) and Van Nuys station (an existing Amtrak station). In February 1994, LADOT developed two additional Metrolink stations which opened in Northridge and Sylmar/San Fernando. Then in April 2011, LADOT developed the fifth Metrolink station which opened in Sun Valley. These facilities provide inter-modal transfers between train, bus, shuttle, taxi, bicycle, and automobile.

In addition to the Metrolink stations, the City, in cooperation with other public and private agencies, developed the Warner Center Transit Hub in the western San Fernando Valley area. The Warner Center Transit Hub, which opened in 2005, serves as the western terminus of the Metro Orange Line. The City also operates the Encino and Granada Hills Park and Ride lot.

On March 7, 2019, LADOT held a pre-proposal conference to highlight the important aspects and to answer questions pertaining to the RFP, including providing details of the landscape management and facility maintenance services, and the City Contracting Requirements. Subsequent to the pre-proposal conference, LADOT issued three RFP addenda to all prospective proposers to ensure adequate deliberations to their questions. Proposals were due on April 5, 2019.

DISCUSSION

Far East Landscape & Maintenance, Inc., Shelter Clean Services Inc, and Woods Maintenance Services, Inc., submitted proposals by the RFP due date of April 5, 2019. As indicated in the following table, Far East Landscape & Maintenance, Inc. submitted proposals for the bike path and transit facilities; however they elected not to submit an "Economy of Scale" pricing with their proposal. Shelter Clean Services Inc submitted proposals for the bike path and transit facilities, and included an "Economy of Scale" pricing with their proposal. Woods Maintenance Services, Inc. submitted a proposal only for the bike path facilities.

RFP Responses by Firm

Proposer	Bike Path Only	Transit Only	Combined
Far East Landscape & Maintenance, Inc.	X	X	
Shelter Clean Services Inc	X	X	X
Woods Maintenance Services, Inc.	X		

Company Background

Far East Landscape & Maintenance, Inc.

Far East Landscape & Maintenance, Inc. is a California corporation whose headquarters is located in Van Nuys. The company has been providing landscape and maintenance services since 1987 and specializes in installation, maintenance, and repair of landscape and irrigation systems, and the management and maintenance of transit facilities.

Shelter Clean Services Inc

Shelter Clean Services Inc is a California corporation based in Sun Valley. Shelter Clean Services Inc is experienced in the maintenance and management of transit centers and has been maintaining and managing LADOT’s transit facilities since 1998 (for four consecutive five-year contracts) and bike path facilities since 2009.

Shelter Clean Services Inc is the incumbent contractor for the management and maintenance of the City’s bike path and transit facilities. The existing five-year contract between Shelter Clean Services Inc and LADOT expires on September 30, 2019.

Woods Maintenance Services, Inc.

Woods Maintenance Services, Inc. is a California corporation based in North Hollywood and has been in operation since 1976. The company specializes in routine landscape maintenance, but expanded its services by offering graffiti removal services and established a division in the company for this specific purpose. It currently has multiple contracts with numerous public agencies for maintenance projects and street sweeping activities.

Evaluation of Proposals

LADOT formed a four-member Evaluation Committee (Committee) that included three project management staff from LADOT and a project manager from Metrolink. LADOT invited all three firms to the interview, Far East Landscape & Maintenance, Inc. and Woods Maintenance Services, Inc. on May 8th and Shelter Clean Services Inc on May 16th.

RFP Evaluation Criteria

<u>Evaluation Criteria</u>	<u>Points</u>
1. Qualification of Proposer	35
2. Qualifications of Proposed Staff	20
3. Management Plan	30
4. Cost Effectiveness	<u>15</u>
TOTAL	100

Using the evaluation criteria established for this RFP, LADOT established two sets for rankings, one for each service package option. The following summarizes the Committee members’ discussion, individual scores, and the Committee’s ranking of the proposers.

Far East Landscape & Maintenance, Inc. does not have substantial experience maintaining bike path facilities evidenced by their difficulty answering questions pertaining to bike path facilities maintenance during their interview. It appears the company does not have the staff needed to properly maintain the City's 12 bike path facilities throughout the Los Angeles area.

Although Far East Landscape & Maintenance, Inc. does have extensive experience in managing and maintaining transit facilities, they are a smaller company and it is questionable whether they are capable of handling the size and scope of the work requested in the RFP.

Shelter Clean Services Inc's bike path facilities management plan includes a senior bike path inspector and a landscape crew supervisor to serve as the bike path facilities inspectors. The project director will supervise staff located in its local Sun Valley office.

For transit facilities, Shelter Clean Services Inc proposes to continue using its current full-time facilities manager for maintenance and management. The proposal plans the continued employment of a facilities manager who has worked on past City contracts since 2004 and has been effective and efficient in managing its subcontractors. Shelter Clean Services Inc also proposes to use a project director who has 30+ years of experience in the transit field, including LADOT-type facilities, and has connections with landscaping and maintenance subcontractors for the project.

Woods Maintenance Services, Inc.'s bike path facilities management plan includes the proposed assignment of two senior staff as inspectors, which would cover the facilities geographically. Their proposal also stated that its employees are well-trained and the company is licensed on all aspects of the maintenance activities.

There is a slight concern with this company as the records show that the City terminated a prior maintenance contract with them three years ago.

Evaluation Scores and Ranking

Bike Path Facilities

Proposer	Rater 1	Rater 2	Rater 3	Rater 4	Total	Rank
Far East Landscape & Maintenance, Inc.	70	77	74	70	291	3
Shelter Clean Services Inc	95	95	93	90	374	1
Woods Maintenance Services, Inc.	81	92	92	75	340	2

Transit Facilities

Proposer	Rater 1	Rater 2	Rater 3	Rater 4	Total	Rank
Far East Landscape & Maintenance, Inc.	90	85	76	70	321	2
Shelter Clean Services Inc	87	90	92	90	359	1

The Committee evaluated Shelter Clean Services Inc to be the best and most qualified proposer due to the company's thorough proposed management plan for both bike path and transit facilities. The proposed management plan delineated work to be performed in detail with respect to each task specified in the RFP, including duties of the facility inspectors and facilities manager and daily and weekly inspection

and maintenance schedules for LADOT facilities, as specified in the RFP. Since Shelter Clean Services Inc individually ranked highest in each service package option and recommendation of contract award of the package options will be to the same firm, the resulting agreement will include Shelter Clean Services Inc's "Economy of Scale" proposal pricing discount of \$290,770. The "Economy of Scale" proposal submitted by Shelter Clean Services Inc is the lowest cost option of all proposals received.

Economy of Scale Discount Pricing for Fixed Costs

	One Contract Award Pricing	Economy of Scale Discount Pricing	Savings
Bike Path Facilities	\$3,527,888	\$3,345,919	\$181,969
Transit Facilities	\$2,997,047	\$2,888,246	\$108,801
TOTAL	\$6,524,935	\$6,234,165	\$290,770

LADOT will task Shelter Clean Services Inc's landscape management and facility maintenance services for routine and special unanticipated maintenance of various department facilities, billed to the Department as fixed and variable costs, respectively. Variable costs are contingencies LADOT estimates the Department will need for unanticipated services that may arise through the term of the agreement. Therefore, these costs are not guaranteed payments to the contractor. The table below outlines the estimated costs for the services needed for the bike path facilities, transit facilities, and other LADOT facilities during the five-year term of the agreement.

Five-Year Cost Estimates

	Fixed Costs	Variable Costs	Total
Bike Path Facilities	\$3,345,919	\$669,183	\$4,015,102
Transit Facilities	\$2,888,246	\$596,652	\$3,484,898
Other LADOT Facilities	\$200,000	\$800,000	\$1,000,000
TOTAL	\$6,434,165	\$2,065,835	\$8,500,000

The agreement with Shelter Clean Services Inc is a five-year term effective October 1, 2019 through September 30, 2024, in an amount not to exceed \$8,500,000 for the term of the agreement.

FINANCIAL IMPACT

Transportation Development Act Article III, Proposition C, and the City's adopted FY 2019-20 Proposition A Local Transit Assistance Fund budget are the source of funds, apportioned per annum with a stipulated amount for maintenance. There is no impact to the City's General Fund.

SJR: KD: cq

Attachment

AGREEMENT NO. .

BETWEEN

THE CITY OF LOS ANGELES

AND

SHELTER CLEAN SERVICES INC

FOR

LANDSCAPE MANAGEMENT AND FACILITY MAINTENANCE SERVICES

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Attachments

- Attachment A – Standard Provisions for City Contracts
- Attachment B – Transit Facilities Economy of Scale Total Fixed Costs
- Attachment C – Bike Path Facilities Economy of Scale Total Fixed Costs
- Attachment D – Variable Costs or Unscheduled Work Rates

AGREEMENT NO. _____
BETWEEN
THE CITY OF LOS ANGELES
AND
SHELTER CLEAN SERVICES INC
FOR
LANDSCAPE MANAGEMENT AND FACILITY MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into by and between the City of Los Angeles (hereinafter referred as the "City"), a municipal corporation, acting by and through the Department of Transportation (hereinafter referred to as "LADOT"), and Shelter Clean Services Inc, a California corporation (hereinafter referred to as "Contractor") is entered into with reference to the following:

WHEREAS, the LADOT requires assistance from a contractor to provide timely and quality landscape management and facility maintenance services to its Transit and Bike Path facilities; and

WHEREAS, on February 5, 2019, the City issued a Request for Proposals (RFP) to solicit proposals from companies that were interested in providing such services to LADOT facilities; and

WHEREAS, Contractor submitted a proposal (herein referred to as "Proposal") dated April 5, 2019, in response to the RFP and the City found Contractor's response to satisfy the level of qualifications and experience necessary to provide the type and level of service required by the City; and

WHEREAS, the services requested are limited in scope or intermittent nature, and would not allow for a permanent work schedule; and

WHEREAS, the City performed a Charter Section 1022 review and outreach and determined the work could be performed more economically and feasibly by independent contractors than by City employees; and

WHEREAS, the City and Contractor desires to enter into an agreement to provide landscape management and facility maintenance services for a period of five (5) years, commencing on October 1, 2019 through September 30, 2024, and for a maximum compensation amount not to exceed \$8,500,000.

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

1. PARTIES TO THE AGREEMENT, REPRESENTATIVES, AND NOTICES

1.1 Parties to the Agreement

The parties to this Agreement are:

- 1.1.1 City – The City of Los Angeles, a municipal corporation, having its principal offices at 200 North Main Street, Los Angeles, California 90012.**

1.1.2 Contractor – Shelter Clean Services Inc, a California corporation, having its principal offices at 11605 Penrose Street, Sun Valley, California 91352.

1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

1.2.1 The City's representative is unless otherwise stated in the Agreement:

Seleta J. Reynolds, General Manager
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012

With copies to:

Corinne Ralph
Chief of Transit Operations
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012

And/Or:

Abbass Vajar
Transportation Engineer
Active Transportation
Los Angeles Department of Transportation
100 South Main Street, 9th Floor
Los Angeles, California, 90012

1.2.2 The Contractor's representative is, unless otherwise stated in the Agreement:

Lonnie Fine, CEO
Shelter Clean Services Inc
10 5th Street, 2nd Floor,
Valley Stream, New York 11581

With copies to:

Alan Mudge
General Manager
Shelter Clean Services Inc
11065 Penrose Street
Sun Valley, California 91352

1.3 Notices

- 1.3.1 Formal notices, demands, and communications to be given by either party must be made in writing (hardcopy or e-mail) and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing. Notice of breach of an agreement or liquidated damages, if any, will be sent via certified mail.
- 1.3.2 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accordance with this section, within five working days of said change.

2. TERMS OF AGREEMENT

2.1 Term

This Agreement will commence on October 1, 2019 and will terminate on September 30, 2024, thereafter, unless otherwise terminated in accordance with the termination provisions herein.

2.2 Funding Contingency

City obligations under this Agreement are contingent upon the City's ability to obtain the funds from the funding agencies and the availability of City funds in this and subsequent fiscal year budgets to finance the cost of this Agreement. In the event the City is not able to secure funds from the funding agencies and/or through the City funds, the Contractor agrees to release the City from further obligation or liability under this Agreement.

2.3 Modifications to Agreement

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

2.4 Month-to-Month Clause

The City reserves the right to invoke a month-to-month clause with 30-day written notice to Contractor and continue the Agreement under the same terms and conditions until another contract is awarded to ensure continuation of services. The month-to-month clause is limited to a maximum 6-month duration.

2.5 Conditions Precedent

2.5.1 Insurance Requirements

The Contractor must comply with all of the insurance requirements set forth in Attachment A Standard Provisions for City Contracts.

2.5.2 Changes to Documentation

Changes to the foregoing documents affecting the performance of the Contractor under this Agreement must receive City approval in writing before the Contractor may affect the change.

2.5.3 Contract Assignment

This Agreement is not to be assigned to a substitute Contractor, a successor in interest, or a purchaser of the Agreement without the express permission of the City. If the City does not approve or grant permission to a subsequent Contractor to assume the services outlined in this Agreement, then the Agreement will be terminated.

3. CONTRACTUAL RESPONSIBILITIES

3.1 Project Management

- 3.1.1 The Contractor will coordinate and manage all tasks related to facility activities and must retain the personnel and services needed to perform the work.
- 3.1.2 The Contractor will schedule routine maintenance tasks, supervise task work, develop administrative procedures, keep project financial records, prepare monthly invoices, develop methods to maximize efficiency, and obtain bids for variable work.
- 3.1.3 The Contractor and LADOT will meet quarterly or as needed, during the contract period, to discuss any problems or issues and review recommended work proposals.
- 3.1.4 The Contractor shall provide quarterly summary reports that include:
 - Employee and subcontractor evaluations
 - Individual bike path facility maintenance information
 - Documented operational problems
 - Patron complaints
 - Incidents
 - Description of action taken regarding these issues
 - Other relevant information requested by City
- 3.1.5 The Contractor must keep a daily log of all incidents that have occurred at the facilities and the tasks performed under the facility maintenance program, and must submit to LADOT, along with the monthly invoice, a Monthly Performance Report compiled from this log.
- 3.1.6 For bike path facilities, a weekly log must be kept of the twice weekly sweeping of the bike paths, and this must be submitted to LADOT along with the monthly invoice.
- 3.1.7 The Contractor must make regular physical inspections of the facilities and must immediately report to City staff any issues discovered and/or emergency situations that occur.

- 3.1.8 The Contractor must evaluate and approve the work performed by subcontractors and vendors.
- 3.1.9 Contractor shall assess the performance of all company personnel and subcontractors assigned to the Project. Contractor will evaluate the efficiency and effectiveness of said personnel and the cost-to-service economy of Project subcontractors. Contractor shall replace project personnel, if necessary, to ensure smooth and effective operation and high quality maintenance of the Project
- 3.1.10 The Contractor will not enter into agreements with any other parties for use of equipment or personnel dedicated to LADOT programs without the approval of LADOT.
- 3.1.11 The Contractor and its subcontractors must comply with all City's Contracting Requirements (Appendix A of the RFP) during the term of the Agreement, including the Standard Provisions for City Contracts attached hereto and incorporated herein as Attachment A.

3.2 Project Personnel

- 3.2.1 Alan Mudge shall be the principal-in-charge and designated as the full time Facilities Manager by Contractor for the Agreement. Contractor shall not replace Mr. Mudge, or other key staff, without notice to City and subsequent written approval by City.
- 3.2.2 Contractor will provide uniformed staff and supervised by fully trained Supervisors. In addition, project manager must use radio, cellular phone, or pager to communicate with staff during regular business hours and to ensure emergency after-hours communication is available.
- 3.2.3 The Contractor is solely responsible for maintaining an adequate labor force and the satisfactory work performance, or any reasonable performance standard established by the City, of all employees during the term of the Agreement.
- 3.2.4 The Contractor is solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the City, Contractor must comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security.
- 3.2.5 The Contractor must notify LADOT in writing of new hires or reassignments of key project personnel. The City reserves the right to approve any changes in Contractor's key project staff.
- 3.2.6 The Contractor agrees to grant LADOT the right to request the removal of any personnel, with reasonable cause (to be determined by the City), from the project.
- 3.2.7 Contractor is responsible for notifying the City of any changes in personnel duties or hours that deviate from the original proposal. The City reserves the right to approve any changes from the proposed personnel duties or hours.

3.3 Contractor Responsibility

- 3.3.1 The Contractor shall provide all personnel, supervision of said personnel, materials, and equipment required to complete all work as described in this Agreement to the full satisfaction of the City.
- 3.3.2 The Contractor must establish a toll-free telephone number at which Contractor can receive messages at any time during the 24-hour day. Contractor must respond to messages by the next workday. In case of emergency communication needs occurring outside the hours of 7:00 AM to 4:00 PM, Monday through Friday, Contractor on the outgoing message, will direct callers to dial 911 if assistance from law enforcement or the fire department is required. The Contractor's telephone number will be distributed to all depot occupants and posted at each facility site and at bike path facility entrances.
- 3.3.3 The Contractor must defend, indemnify and hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.
- 3.3.4 City shall issue Project keys to Contractor. Contractor shall be responsible for all the keys to Project functions, such as electrical boxes, irrigation controllers, depot and tenant spaces, bus operator restrooms, and any other keys required to fulfill the services required in this Agreement. Keys shall be handled in a secure and accountable manner and shall not be distributed to any party outside Contractor's assigned Project personnel.
- 3.3.5 Debris generated by landscape activities will be removed from the site unless prior arrangements are made. Organic debris collected by Contractor is recycled and/or composted.

4. SCOPE OF WORK

Contractor will provide Landscape and Facility Maintenance Services for LADOT Transit and Bike Path Facilities as described in the following subsections of this Agreement. However, services under this Agreement is not limited to facilities within Transit and Active Transportation sections of LADOT. City reserves the right to expand services to other City facilities when requested. If Contractor chooses to accept these additional services, Contractor to perform these additional services without impact to scheduled services detailed in the following subsections.

4.1 Transit Facilities to be Serviced

Maintenance of the LADOT's Transit Facilities includes but not limited to: facility maintenance, scheduled cleaning, trash removal, landscaping, repair and replacement of lighting and irrigation components, janitorial service, and any other required work. These tasks, which are described in detail in the subsections below, are to be performed daily, weekly, or on a fixed schedule to the following Transit Facilities (Refer to Exhibits TF 1-9 of the RFP):

1. Chatsworth Metrolink Station
2. Northridge Metrolink Station
3. Sun Valley Metrolink Station
4. Sylmar/San Fernando Metrolink Station
5. Van Nuys Metrolink Station
6. Warner Center Transit Hub
7. Encino Park & Ride
8. Granada Hills Park & Ride

Subject to negotiation between the Contractor and City, City reserves the right to increase or decrease the number of facilities, parking lots, other adjacent areas, and/or exterior and interior of buildings under management as necessary and under the same terms and conditions of this Agreement.

4.2 Transit Facilities Tasks and Duties

The following includes, but not limited to, anticipated services needed by the Transit Facilities. City reserves the right to increase or decrease the level of services listed below with thirty (30) days written notice to Contractor.

4.2.1 Facilities Management (Fixed Cost)

The Facilities Manager will be the first line of communication with LADOT for the operation and security of the facilities. The primary responsibilities of the Facilities Manager include daily inspection, monitoring, and oversight of each LADOT transit facility. The Facilities Manager also provides supervision and coordination for any subcontractor performing work related to the transit facilities to ensure timely execution of the tasks. The Facilities Manager is required to be equipped with an assigned vehicle for field service on daily basis, and a cell phone, whereby s/he can contact LADOT or be contacted by LADOT during work hours.

4.2.2 Cleaning and Maintenance (Fixed Cost)

4.2.2.1 Parking Lot and Platform Sweeping and Cleaning

Contractor must sweep the station parking lots once per week using a motorized sweeping machine. In addition to the usual dust and dirt, the sweeping machine must be capable of picking up small rocks, paper, caked mud and broken glass, etc.

Contractor must physically sweep all station areas, such as the boarding platform and stairways that are not accessible to the sweeping machine. The sweeping must be performed once per week as part of the parking lot cleaning. Stairways may also require sweeping and/or hosing with water.

Contractor must also use high-pressure hot water washing/power scrubbing equipment and biodegradable soaps and detergents to power wash the platform at least once every six months to remove stains from coffee, gum, etc. The platform at Sylmar/San Fernando requires power washing once every two months. LADOT has the option to increase the frequency if such cleaning is deemed necessary.

4.2.2.2 Trash and Debris Removal

Contractor must empty facility trash containers and replace liners two times per week and remove litter from planted areas. Contractor must remove large items such as abandoned furniture, construction materials, or any other items abandoned on the station property not related to the transportation functions of the facility within 24 hours of discovery. The trash/debris must be disposed of at certified dumpsites.

4.2.2.3 Bus Pads

Concrete bus pads at the Warner Center Transit Hub, Chatsworth, Northridge, and Sylmar/San Fernando Metrolink Stations must be power cleaned quarterly. The cleaning system must contain a wastewater recovery component so that the contaminated cleaning water is not released into the City's storm drains and facility wastewater clarifier system.

4.2.2.4 Fixtures

Contractor must clean the platform, benches, bicycle lockers, facility canopy structures, telephones, information kiosks and other exterior fixtures with suitable cleaners which will not damage any surfaces, at least once per month or more frequently if such cleaning is necessary or if the fixtures or surfaces are identified as unclean by City staff or station patrons.

4.2.2.5 Light Fixtures

Contractor must clean all facility light covers and reflectors, at least once a year as per schedule, or deemed necessary by LADOT.

4.2.3 Landscaping and Irrigation (Fixed and Variable Costs)

Landscaping is a large and labor-intensive, LADOT requires the Contractor to assume a proactive approach and to communicate and recommend to LADOT any landscape needs and suggested improvements.

4.2.3.1 Landscape Maintenance

Contractor tasks will include, but not be limited to the following: (1) Trim and prune trees, shrubs and ground cover; (2) Remove weeds and trash from planted areas; (3) Replace mulch; and (4) Replace ground cover and shrubs as needed.

Fertilizers and soil amendments must be applied at least twice a year. Weed abatement chemicals must be applied on a regular schedule by a trained and licensed weed control technician. Contractor must follow the landscaping schedule submitted upon start of contract. Trees must be re-staked when there are not at least two poles with attached cables assisting in tree support. Stakes must be removed when no longer required. Tree pruning must be performed with the knowledge that some of

the facilities located in the San Fernando Valley experience seasonal high winds. At these facilities, trees that are susceptible to being blow down should be pruned before the high winds season arrives.

LADOT requires that a maintenance plan and schedule be submitted in January for the current year detailing anticipated weekly hours to be spent at each station, tasks performed weekly, and schedule for occasional tasks such as weed spraying, tree trimming and fertilizing and soil amending. All tasks in the maintenance plan are to be considered **Fixed Costs** and invoiced monthly to LADOT.

City requires that a plant replacement plan be submitted in January every year detailing type, quantity and costs of plants that need replacement at each station in order to maintain a "well kept" facility.

Contractor is responsible for providing all personnel with necessary tools and supplies to accomplish the tasks. Additional costs such as replacement of major plant materials, landscaping enhancements, irrigation system repair, etc., will be invoiced separately under **Variable Costs**.

4.2.3.2 Irrigation System Maintenance

Contractor must maintain the irrigation system at each facility and repair or replace damaged or non-functioning components such as water lines, pop-up sprinkler heads and control valves within 24 hours of discovery of damage or operational problems. Repair and replacement of irrigation system components is considered a **Variable Cost**.

4.2.4 Lighting (Variable Cost)

Contractor is responsible for procuring all approved bulbs/elements, electrical supplies and light standard replacements. Contractor is responsible for replacing burned light bulbs/lighting elements for parking lot lighting, access road lighting and platform lighting. Light bulbs must be replaced when seven (7) lights have been identified as burned out or if the safety of station patrons and employees is affected. However, all platform lights must remain in working condition. Contractor must repair and maintain all wiring, conduit and pull boxes for the station electrical system and must inspect all photocells at least annually to ensure satisfactory operation.

Contractor is responsible for replacing or repairing all damaged light standards and foundations. Should it be necessary to order additional standards or major lighting components, LADOT must first authorize the purchase, and the materials and installation labor will be invoiced as a separate **Variable Cost** item.

4.2.5 Electric Vehicle Chargers (Variable Cost)

Contractor will monitor and maintain electric vehicle chargers located at the Metrolink Stations (including Chatsworth, Northridge, Sylmar and Van Nuys) and Encino Park and Ride.

4.2.6 Maintenance at the Chatsworth Metrolink Station (Fixed Cost)

The 13,500 square feet, one story building is co-owned by the LADOT and Metro. Metro occupies the eastern one-half of the building and where it operates a 7,200 square feet childcare center. The City's depot occupies the other half of the building, which has a gross floor area of 6,300 square feet, contains a 1,900 square foot public area with two restrooms. Two retail alcoves, each about 145 square feet in area, are located within the public space. The tenants that lease or occupy these alcoves are, like the other depot tenants, responsible for the maintenance of their space and for disposing of the trash that they or their businesses generate. Maintenance duties at the City's portion of the depot will include, but are not limited to, the following:

- 4.2.6.1 Daily janitorial services (Monday - Friday): (1) Cleaning of the public area and all interior surfaces; (2) Cleaning and restocking of the restrooms; and (3) Emptying trash containers in the public space. Other regular services include monthly window washing, minor repairs and general upkeep of the depot and its fixtures.
- 4.2.6.2 Contractor must empty trash containers in the depot exterior and patio area, sweep the patio when needed, and remove trash from the planted area and tree wells surrounding the depot.
- 4.2.6.3 Contractor must maintain and repair the restroom plumbing, electrical and all building mechanical systems as required per the manufacturer's suggested scheduled maintenance guidelines.
- 4.2.6.4 The depot supports thirteen (13) air conditioning units; eight (8) serve the City and five (5) serve the Metro portion of the building. Contractor must provide quarterly service on the air conditioning units serving the City's portion of the building.

4.2.7 Hazardous Materials and Debris (Variable Cost)

- 4.2.7.1 Contractor must immediately notify LADOT for assistance for any materials found on or near the Metrolink station that are suspicious or may be suspect of contamination or in any way may be considered dangerous or unusual. Contractor must not move nor handle any suspect material until it is pronounced safe by City authorities.
- 4.2.7.2 Items such as discarded furniture, automobile parts, or other unauthorized items deposited on facility premises should be removed to a certified waste disposal location within 24 hours of discovery of the item.

4.2.8 For Information Only - Security at Transit Facilities

SERVICE IS NOT TO BE PROVIDED BY CONTRACTOR. Service provided under separate contract with City's General Services Department.

Security guard services at the facilities are provided under a separate City contract (administered by the City's General Services Department). The Facilities Manager, however, must know the hours, duties and responsibilities of the security officers so that s/he can assist them with problems/questions as well as provide information to LADOT.

Guard services are required Monday through Friday except the six national holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

One unarmed security guard will monitor each transit facility as follows:

<u>Facility</u>	<u>Hours Per Day</u>
Chatsworth	14.33 hours; 5:15 am 7:35 pm
Northridge	14.17 hours; 5:20 am 7:30 pm
Sun Valley	16.42 hours; 5:10 am 9:35 pm
Sylmar	16.75 hours; 5:00 am 9:45 pm
Van Nuys	13.92 hours; 5:30 am 7:25 pm

Security personnel are expected to perform the following services:

- Enforce safety rules and regulations for Metrolink passengers
- Maintain the orderly function of the transit facility
- Prevent unauthorized access to vehicles or building
- Report hazardous items or conditions to proper law enforcement agencies
- Provide emergency assistance to persons at the facility
- Patrol the facility on foot or by other conveyance
- Issue parking violation warnings and have unauthorized vehicles towed, if necessary
- Provide transit information to the public
- Handle "Lost and Found"

4.3 Bike Path Facilities to be Serviced

Maintenance of the LADOT's Bike Path Facilities includes but not limited to: facility maintenance, scheduled cleaning, trash removal, landscaping, repair and replacement of lighting and irrigation components, janitorial service, and any other required work. These tasks, which are described in detail in the subsections below, are to be performed daily, weekly, or on a fixed schedule to the following Bike Path Facilities and area of responsibility (Refer to Exhibits BPF 1-13 of the RFP):

4.3.1 Orange Line Bike Path

And adjacent landscaping from Canoga Avenue to White Oak Avenue, from the Orange Line Sepulveda Park and Ride to Leghorn Avenue/Chandler Boulevard, along the Orange Line from Vanowen Street to Lassen Street, and additional landscaping on City right-of-way along Orange Line.

4.3.2 Chandler Boulevard Bike Path

And adjacent landscaping located between the street and the bike path, along Chandler Boulevard between Vineland Avenue and Clybourn Avenue.

4.3.3 Arroyo Seco Bike Path

Along the Arroyo Seco Channel from York Boulevard to Montecito Heights Recreation Center.

Note: Contractor must close all gates providing public access to the premises when the weather forecast for the next 24-hour period is for 1 inch of rain or more, or when notified by LADOT, Los Angeles County Flood Control and Army Corps of Engineers. The Contractor will reopen the gates when the current weather forecast indicates no rainfall for the next 24 hours and when the conditions in the channel return to normal.

4.3.4 Ballona Creek Bike Path

West - Along the Ballona Creek Channel from Lincoln Boulevard to Sepulveda Boulevard.

East - Along the Ballona creek Channel from 200 feet south of National Boulevard to 400 feet north of National Boulevard.

Note: Contractor must close all gates providing public access to the premises when the weather forecast for the next 24-hour period is for 1 inch of rain or more, or when notified by LADOT, Los Angeles County Flood Control and Army Corps of Engineers. The Contractor will reopen the gates when the current weather forecast indicates no rainfall for the next 24 hours or when notified by LADOT, Los Angeles County Flood Control or Army Corps of Engineers.

4.3.5 Brown's Creek Bike Path

And adjacent landscaping along the Brown's Creek Wash from Rinaldi Street to Lassen Street.

4.3.6 Harbor Park Bike Path

Along the south side of Palos Verdes Drive from Western Avenue to Gaffey Street.

4.3.7 L.A. River West Valley Segment Bike Path

Along the south side of the LA River from Mason Avenue to Vanalden Avenue.

Note: Contractor must close all gates providing public access to the premises when the weather forecast for the next 24-hour period is for 1 inch of rain or more, or when notified by LADOT, Los Angeles County Flood Control and Army Corps of Engineers. The Contractor will reopen the gates when the current weather forecast indicates no rainfall for the next 24 hours or when notified by LADOT, Los Angeles County Flood Control or Army Corps of Engineers.

4.3.8 L.A. River Bike Path Bike Path

Along the west side of the L.A. River from Riverside Drive at Zoo Drive to Barclay Street.

Note: Contractor must close all gates providing public access to the premises when the weather forecast for the next 24-hour period is for 1 inch of rain or more, or when notified by LADOT, Los Angeles County Flood Control and Army Corps of Engineers. The Contractor will reopen the gates when the current weather forecast indicates no rainfall for the next 24 hours or when notified by LADOT, Los Angeles County Flood Control or Army Corps of Engineers.

4.3.9 San Fernando Road Phase I Bike Path

And adjacent landscaping along San Fernando Road from Roxford Street to Hubbard Street.

Note: Refer to Note in next subsection San Fernando Road Phase II Bike Path.

4.3.10 San Fernando Road Phase II Bike Path

And adjacent landscaping along San Fernando Road from Wolfskill Street to Branford Street.

Note: For the San Fernando Bike Path Phases I and II, Contractor must contact Southern Regional Rail Authority (SCRRA)/Metrolink prior to performing any major maintenance at or near the railroad crossings of San Fernando Road and the cross streets Roxford Street, Polk Street, Bledsoe Street, Branford Street, Osborne Avenue, Paxton Street, Pierce Avenue, Van Nuys Boulevard, and Sunland Boulevard to obtain railroad flagging services.

4.3.11 Will Rogers State Beach/Marvin Braude Bike Path

Along Will Rogers State Beach from Temescal Canyon Road to the Santa Monica City Limits.

4.3.12 Expo Line Phase II Bike Path

And adjacent landscaping located between the street and the bike path, along the Metro Expo light rail line from Centinela Avenue to Venice/Robertson Boulevard.

Subject to negotiation between the Contractor and City, City reserves the right to increase or decrease the number of facilities as necessary and under the same terms and conditions of this Agreement.

The following bike paths may be included in this agreement, but are not limited to:

1. L.A. River Headwaters Segment
2. San Fernando Road Phase III Bike Path
3. L.A. River Phase IV Bike Path Segment
4. North Atwater Bridge Bike Path
5. Taylor Yard Bicycle/Pedestrian Bridge Project
6. Expo Line Northvale
7. Marvin Braude Beach Bike Path
8. Broadway between 1st Street and 11th Street as part of the Broadway Streetscape Master Plan Dress Rehearsal project.

4.4 Bike Path Facilities Tasks and Duties

The following includes, but are not limited to, anticipated services needed by the Bike Path Facilities. City reserves the right to increase or decrease the level of services listed below with an advance thirty (30) working days written notice to Contractor.

4.4.1 Bike Path Facilities Management (Fixed Cost)

The primary responsibilities of the Bike Path Inspector include regular inspection, monitoring, and oversight of each LADOT bike path facility. The Bike Path Inspector also provides supervision and coordination of any subcontractor performing work related to the bike path facilities to ensure timely execution of the tasks. The Bike Path Inspector is required to be equipped with an assigned vehicle for field services on a daily basis, and a cell phone, whereby s/he can contact LADOT or be contacted by LADOT during working hours.

4.4.2 Bike Path Facilities Inspection (Fixed Cost)

The Contractor must make regular physical inspections of the facilities and must immediately report to City staff any issues discovered and/or emergency situations that occur

The property inspections will include the following:

- Bike path sweeping and trash
- condition of pavement; potholes, cracks, etc.
- theft of drain covers, backflow devices, or other salvageable metal items
- general landscape and irrigation
- condition of non-irrigated and non-serviced vegetation
- graffiti on walls, signs, etc.
- suspicious activity
- subcontractor activity
- homeless encampments
- illegal dumping
- blockage of the bike path
- pavement markings
- condition of railing, fencing, and lighting
- condition of signs
- anything that would affect the safe and convenient operation of the bike path

4.4.3 Pavement Repairs

Contractor must make repairs as needed to pavement; repairs may include, but are not limited to, patching of asphalt/ concrete and repainting striping.

4.4.4 Start-up Maintenance (Variable Cost)

Landscaping is a large and labor-intensive endeavor, LADOT requires the Contractor to assume a proactive approach and to communicate and recommend to LADOT any landscape needs and suggested improvements.

Contractor must perform an initial clean-up and replace plants and irrigation as needed to re-establish landscaping to original specifications per as-built in plans or equivalent documentation identifying such original specifications. Contractor will provide replacement plants and irrigation.

4.4.5 Shrub Bed Maintenance (Fixed Cost)

- 4.4.5.1 Landscaped areas will be monitored throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.

- 4.4.5.2 Deadheading and weeding will be performed once per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
 - 4.4.5.3 Planter beds will be groomed to promote an attractive, fresh appearance.
 - 4.4.5.4 Concrete swales (if applicable) are to be kept clear of miscellaneous dirt and debris.
 - 4.4.5.5 All sidewalks, curb lines, concrete slabs, tree circles and bed edges will be edged as often as necessary to maintain a neat and manicured appearance. String trimming will be performed around all trees, shrubs road signs, guard posts, utility poles, and other obstacles.
 - 4.4.5.6 Complete trimming, edging and weeding of all shrub and ground cover areas will be done on a cyclical basis. Major pruning and deadheading of plants will be done following flowering or during plants' dormant season.
 - 4.4.5.7 Pruning to be performed by Contractor's staff that have been trained and demonstrate competency in proper pruning techniques. Prune shrubbery and hedges at established "maintenance" height.
 - 4.4.5.8 Prune groundcover as required to "contain" perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
 - 4.4.5.9 Shearing of plants will not occur. Shaping in gentle curves as directed.
 - 4.4.5.10 Removal of leaves from and debris from planter beds and walkways will be completed throughout the year as needed to maintain a clean appearance.
- 4.4.6 Tree Care and Pruning (Fixed Cost)
- 4.4.6.1 All trees will be "skirted" as needed to allow for pedestrian and bicyclist vertical clearance of at least 8' from the path surface. Remove lower branches of trees when in conflict with growth of plantings beneath. On trees that are over 12', only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned.
 - 4.4.6.2 All trees less than 12' total height will be pruned to remove weak, dead, damaged, and diseased portions of the plant for natural growth development.
 - 4.4.6.3 Cuts will be flush and clean, leaving no stubs or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.

- 4.4.6.4 Pruning to be performed by Proposer staff that have been trained and demonstrate competency in proper pruning techniques.
- 4.4.6.5 Monitor trees that are staked or guyed. Loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root development for support.
- 4.4.6.6 Pruning tools are to be kept sufficiently sharp and properly adjusted through daily servicing to provide a clean cut. To reduce compaction of grade, pruning will not be done when ground is wet. Any clippings will be collected and removed.

4.4.7 Fertilization (Fixed Cost)

- 4.4.7.1 Contractor will provide all labor and materials to fertilize shrubs and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.
- 4.4.7.2 Turf, shrub and ground cover areas will be fertilized with specially formulated products including well-balanced, slow-release fertilizers customized seasonally by Contractor
- 4.4.7.3 Fertilizer product will be selected based on plant type and season.

4.4.8 Tree and Plant Replacement (Variable Cost)

Contractor must replace trees plants upon plant death and/or failure throughout the maintenance term. Contractor will provide replacement trees and plants.

4.4.9 Environmental Weed and Pest Control Program (Variable Cost)

- 4.4.9.1 All applications of herbicides or pesticides will be performed under the direction of a California Licensed & Certified Pest Control Specialist. All safety precautions will be taken in the handling and application of chemicals as stated on manufacturer's labels.
- 4.4.9.2 Broadleaf turf weeds will be treated as needed in the spring and fall with applicable materials.
- 4.4.9.3 Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled by a manual weeding program or using selective herbicides, including pre-emergent herbicides.
- 4.4.9.4 Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate control measures will be made.

- 4.4.9.5 Material Safety Data Sheets (MSDS) for all chemicals used on site(s) are available from Contractor to clients in accordance with EPA and OSHA regulations.
 - 4.4.9.6 Contractor will be in compliance with requirements for hazardous communications programs at all times. Pest control specialists must be trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.
- 4.4.10 Irrigation Equipment and Operation (Fixed and Variable Cost)
- 4.4.10.1 Contractor will schedule all irrigation controllers on project to maximize existing irrigation systems efficiency. Controller programs will be adjusted as determined by weather and plant requirements. Controllers will be shut off during periods of rain. Watering will be scheduled for night or early mornings unless instructed differently by LADOT.
 - 4.4.10.2 Contractor will clean, repair and adjust the sprinkler system to provide the best coverage possible from the existing system. Turn on each zone, monitor for leaks or malfunctioning parts, and adjust for proper spray arc and maximum system efficiency. During weather exceeding 80 degrees Fahrenheit circuits will be tested no less than every four days.
 - 4.4.10.3 Upon inspection, any accidental damage or vandalism caused by others must be repaired and reported to LADOT promptly.
 - 4.4.10.4 Upon approval from LADOT, Contractor as an extra charge will repair and/or replace any damaged or malfunctioning components beyond Contractor's control. Repair and replacement of irrigation system components is considered a variable cost
 - 4.4.10.5 Damage caused to the irrigation system by Contractor must be repaired immediately at no charge. Repair and replacement of irrigation system components is considered a variable cost.
- 4.4.11 Sweeping and Cleaning (Fixed Cost)
- 4.4.11.1 Contractor must sweep paved surfaces two times per week.
 - 4.4.11.2 Contractor must remove all trash/debris from paved surfaces as well as the landscaped areas two times per week.
 - 4.4.11.3 At the conclusion of each visit to the job site, walks adjacent to work areas will be blown clean.

4.5 Variable Cost Work and General Repairs

Variable Cost work in excess of \$2,000 will require the City's approval of a written cost estimate prepared by the Contractor or subcontractor, with the type and quantity of materials indicated. The City reserves the right to change this cost ceiling as it deems necessary, with appropriate notice to the Contractor.

If, at any time, the Contractor has reason to believe that the total cost of the Variable Cost work will exceed the written cost estimate, the Contractor shall notify the City in writing to that effect and provide the revised estimate of the total cost of the performance and work. No work shall commence without written authorization by the City except in case of emergency work that requires immediate attention.

Labor and materials for general repairs must be invoiced as a separate **Variable Cost** item and should include prices for materials, labor and list the quantity of material.

4.5.1 Graffiti Removal

Contractor must remove graffiti, which has been marked on LADOT facility, including paved surfaces and bikeway lighting, within 24 hours of discovery. If the damage is more than 30 square feet in area or affects the facility's public art project, Contractor must consult with LADOT prior to removal. All graffiti must be reported to LADOT. Contractor must be prepared to use appropriate solvents/power wash on fixture surfaces or sandblasting for concrete surfaces as necessary. Where cement stucco and concrete block is exposed, a clear anti-graffiti coating was applied as part of the station construction specifications. Contractor must comply with manufacturer's instructions for graffiti removal when cleaning graffiti from these surfaces.

4.5.2 Repairs Due to Deterioration

Contractor must make repairs as needed to any portion or fixture of the facility such as, but not limited to, canopies, benches, pavement, depot building, or other station or bike path components in order to maintain the facility's safety and appearance and as required by standards of health and safety and/or at the instruction of LADOT. Repair may include, but not limited to, patching of asphalt/concrete, repainting striping, repairing or replacing damaged trash receptacles, station furniture or fixtures, repair small electrical and plumbing, replace hardware and fixtures in depot building and/or other repairable facility property. All repairs estimated to cost \$500 or less must be completed within 48 hours of discovery.

4.5.3 Repairs Due to Accident or Vandalism

4.5.3.1 \$500 or less

All repairs due to accident or vandalism estimated to cost \$500 or less must be completed within 48 hours of discovery.

4.5.3.2 More than \$500

All repairs due to accident or vandalism estimated to cost more than \$500 must be completed in a timely manner with minimal disruption to the operation of facility.

4.5.4 Fire Lines

Fire lines that exist at some of the facilities include the pipeline, back flow prevention system and fire hydrants. LADOT anticipates no problems with the fire line service, however, Contractor should be prepared to maintain and repair the line and equipment as needed.

4.5.5 Capital Improvement Recommendations

Contractor should also advise LADOT about needed capital improvements such as, but not limited to, retrofit of facility lighting, major pavement maintenance or similar work. In such case, Contractor must obtain at least three bids and consult with LADOT regarding the best cost and most qualified bidder to perform the work. This work may be charged to Contractor who, in turn, will invoice LADOT for payment.

5. COMPENSATION AND INVOICING

5.1 Compensation

The City will compensate the Contractor for work which the Contractor has performed in accordance with the terms and conditions set forth under this Agreement a total not to exceed amount of \$8,500,000 for the term of the Agreement. This contract amount is an estimate, and LADOT does not guarantee the contract maximum amount will be reached.

5.1.1 Fixed Cost Services

City agrees to pay full compensation for fixed costs services, including all allowable expenses incurred and incident thereto, as shown on Attachment B – Transit Facilities Economy of Scale Total Fixed Costs and Attachment C – Bike Path Facilities Economy of Scale Total Fixed Costs, attached hereto and incorporated herein.

5.1.2 Variable Costs Services

City agrees to pay the Contractor for satisfactory performance of variable cost work or unscheduled work at the hourly rates set forth in Attachment D – Variable Costs or Unscheduled Work Rates attached hereto and incorporated herein. The hourly rates as provided shall include all applicable labor surcharges such as taxes, insurance and fringe benefits, as well as indirect costs, general and administrative expenses, overhead and profits. Compensation will be based upon the specified hourly rates multiplied by the number of service hours.

Variable cost or unscheduled work in excess of \$2,000 that the Contractor cannot perform shall be subcontracted by the Contractor after the Contractor obtains at least three (3) bids for performance of said work and submits bids to City for selection of bidder. The Contractor

will not charge commission for the performance of subcontracted Variable Cost work nor apply any percentage mark-up to either labor or materials acquired for variable work under this contract.

5.2 Invoice Procedures and Requirements

For services provided under this Agreement, the City will pay Contractor upon submission of approved monthly request for payment. These invoices shall document all charges and fees collected, and be prepared in such form and supported by such copies of original invoices, payrolls, and other documents as may be required by the City to establish that the charges are allowable.

5.2.1 Invoice Submission

Invoices for previous month's work should be submitted by the fifteenth (15th) day of the following month. Contractor will submit physical and email PDF invoices to LADOT. Email address will be provided at a later date.

For Transit Facilities related services, the Contractor must submit invoices to:

City of Los Angeles
Department of Transportation
Bureau of Transit Services
100 South Main Street, 10th Floor
Los Angeles, California 90012
Attention: Transit Facilities

For Bike Path Facilities related services, the Contractor must submit invoices to:

City of Los Angeles
Department of Transportation
Bureau of Capital Programming
100 South Main Street, 9th Floor
Los Angeles, California 90012
Attention: Bikeways Division

5.2.2 Invoice Requirements

All invoices for services must include the following information for payments to be processed:

- Name and address of company or firm
- Date of Invoice
- Invoice Number
- Agreement Number
- Date and description of services provided
- Amount of Invoice
- Total amount payable
- Other additional information as requested by LADOT

5.2.3 Right to Withhold and Assess Penalties on Payments

The City reserves the right to withhold and/or assess penalties on payments to the Contractor for work that was deemed unsatisfactory by the Contractor's employees or agents (subcontractors), in either Fixed or Variable Cost categories, as determined by City based on the performance standards detailed in Section 8 Performance Standards and Penalties.

6. INDEPENDENT CONTRACTOR

6.1 Tax Withholding

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

6.2 Non-Legal Representation of the City

The Contractor must refrain from any action that would create or tend to create obligations, expressed or implied, on behalf of the City, it is understood that the Contractor is not, and will not be, the legal representative or agent of the City. The Contractor is not authorized to make any promise, warranty or representation on behalf of the City, except as specifically provided for in this Agreement or as otherwise agreed to in writing between the parties.

6.3 City Liability to Subcontractors

The City will have no liability to any subcontractor(s) for payment for service under this Agreement or other work performed for the Contractor, and any subcontractor entered into by the Contractor pursuant to the conduct of service under this Agreement. It is duly noted that the responsibility for payment for technical services or any other work performed will be the sole responsibility of the Contractor.

7. GUARANTEE OF WORK PERFORMED

7.1 Warranty Period

The Contractor guarantees that all work performed shall be in accordance with this Agreement and shall be warranted free of defects for a minimum period of one year, from the time that City accepts the work, or the manufacturer's warranty period.

7.2 Failure of Warranty

In the event of the failure of the warranty, Contractor shall take the necessary actions to correct the failure and the consequences thereof, at Contractor's sole expense, in the most expeditious manner as permitted by existing circumstances.

7.3 Correction of Failure

If upon notification by the City, Contractor doesn't promptly take the necessary corrective steps, City, without waiving any other rights or remedies it may have at law or otherwise, may correct the failure or cause of other to do so. The City may deduct from the Contractor's monthly invoice the sum of the expenses and costs incurred in connection therewith.

8. PERFORMANCE STANDARDS AND PENALTIES

LADOT monitors and evaluates contractor service in terms of management abilities and adequacies, cost control and overall performance of contractor. Performance Penalties will be assessed based on Contractor's failure to meet the established standards as set forth in this section. These standards and performance penalties will be based on the following performance criteria and assessed based upon LADOT's inspections or the specified number of verifiable patron complaints in each category.

8.1 Cleanliness and Graffiti Removal

Contractor must clean/sweep, remove trash, and remove graffiti as described in Section 4 – Scope of Work. Failure to do so will result in a performance penalty of \$100 per operating day for each day that one or more of the tasks that are inspected or reported do not meet the stated standard. Verification by LADOT staff or three (3) verifiable patron complaints will result in the imposition of the performance penalty.

8.2 Adherence to Task Performance Schedule

Tasks must be performed at scheduled intervals in order to maintain the facility at an acceptable standard of safety and cleanliness. If within any thirty (30) day period, three of the tasks are not performed as described in Section 4 – Scope of Work, and non-performance is verifiable by LADOT staff or by two (2) credible patron complaints, the penalty will be \$100 per each task not performed.

8.3 Depot Building Maintenance

Contractor must clean and maintain the depot building as described under Section 4 – Scope of Work. Contractor must ensure that plumbing, electrical and HVAC and/or other building systems are functioning properly, that the public restrooms are cleaned and stocked daily with soaps and papers as required and trash is removed daily from the public indoor area and outdoor patio. Failure to do so will result in a performance penalty of \$100 per operating day for each day that one or more of the tasks contracted to perform do not meet the stated standards.

8.4 Landscaping and Irrigation

Contractor must ensure that landscaped areas of the facilities, including any adjacent lots and/or areas and access to roadways/entrances as identified in Section 4 – Scope of Work, are cleaned of trash and weeds, the ground is mulched, and plants are fed on a schedule at least twice per month and replaced when necessary. Weed abatement, pre-emergence procedures, plant feeding/amending and tree pruning will be performed on the schedule provided to LADOT by Contractor or as directed by LADOT. Tree pruning and staking are critical at facilities located in high wind areas. The seasonal watering schedule must be adhered to and all irrigation systems must be

functioning and in good order. Failure to perform any of the tasks will evoke a penalty of \$100 per day for each day the task is not performed as per the Management Plan schedule.

8.5 Mechanical Systems

Contractor must ensure that all facility systems and controls are in good working order. Systems include electrical, air conditioning/heating and lighting (photo cells, timers), irrigation (timers), fire service and/or any other facility mechanical systems. Failure to repair the system within three (3) days will result in a penalty of \$100 per day for each operating day that the system(s) is not functioning. Contractor must inform City if delivery of repair parts exceeds the permitted time and, thereby, unavoidably delays the repair work.

8.6 Facilities Manager

Contractor's Facilities Manager is responsible for notifying LADOT, in a timely fashion, of any pertinent problems or maintenance issues that could constitute a future problem, and suggest ways to correct the potential problem. Failure to do so will result in a \$100 performance penalty. LADOT reserves the right to request Contractor to replace the Facilities Manager if the person is deemed inadequate in performance.

9. RECORDS AND AUDITS

During the term of the Agreement, the Contractor must comply with the provisions of Retention of Records, Audits and Reports of the Standard Provisions for City Contracts. In addition, Contractor must also comply with the additional provisions as described in the following subsections:

9.1 Records

9.1.1 The Contractor shall keep full and accurate records and accounts of all activities in connection with this Agreement including, without limitation, reasonable substantiation of all expenses incurred based upon actual costs.

9.1.2 Such records must be retained for a period of five (5) years after termination of Agreement if all other pending matters are closed.

9.2 Audits

9.2.1 When a fiscal or special audit determines that the Contractor has received payment from the City which are questionable under the criteria established in the Agreement, the Contractor will be notified and given the opportunity to justify questioned expenditures prior to the City's final audit report.

9.2.2 The City will determine any amount to be paid to the Contractor during the period of the audit.

10. STANDARD PROVISIONS FOR CITY CONTRACTS

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts, attached hereto and incorporated herein as Attachment A.

11. MISCELLANEOUS

11.1 Disputes

Disputes regarding the interpretation or application of any provision shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. The City shall make every effort to limit the negotiating period for a time not to exceed 30 days. Failure to come to a negotiated settlement will allow the aggrieved party to seek recourse in the courts of law.

11.2 Performance

The failure of the City to insist upon strict performance by Contractor of any provision hereunder, in every one or more instances, shall not constitute a waiver of such provision by the City, nor shall, as a result, the City relinquish any rights that it may have under this Agreement.

11.3 Agreement

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.

12. ENTIRE AGREEMENT

12.1 Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

12.2 Number of Pages and Attachments

This Agreement is executed in three (3) triplicate originals, each of which is deemed to be an original. This Agreement includes 26 pages including the signature page and 4 Attachments which constitute the entire understanding and agreement of the parties.

12.3 Order of Precedence

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, including the RFP and Proposal, constitutes the complete and entire Agreement between the City and the Contractor. In the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, RFP, and Proposal, the order of precedence will be as follows:

1. This Agreement between the City of Los Angeles and Shelter Clean Services Inc
2. Attachment A - Standard Provisions for City Contracts

3. RFP for Landscape Management and Facility Maintenance Services
4. Proposal

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

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

THE CITY OF LOS ANGELES

Shelter Clean Services Inc

By: _____
Seleta J. Reynolds
General Manager
Department of Transportation

By*: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By**: _____

By: _____
Michael Magle
Deputy City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

* The signature of President, Chairman of the Board, or Vice President is required here; and
** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

By: _____

Date: _____

City Agreement Number: _____

Council File Number: _____

City Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayers I.D. Number: _____

ATTACHMENT A
STANDARD PROVISIONS FOR CITY CONTRACTS
(Rev.10/17) [v.3]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONTRACTOR written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. If the default under this Contract is due to CONTRACTOR'S failure to maintain the insurance required under this Contract, CONTRACTOR shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

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

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 - 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

EXHIBIT 1

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.lacounty.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-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Landscape Management and Facility Maintenance Services Date: 09/06/2018

Agreement/Reference: Landscape Management and Facility Maintenance Services

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
<hr/>	
<input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
	EL <u>\$ 1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as additional insured</u>	<u>\$ 1,000,000</u>
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____	
<hr/>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$ 1,000,000</u>
<hr/>	
<input type="checkbox"/> Professional Liability (Errors and Omissions)	
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>	
<input type="checkbox"/> 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"/> _____	
<hr/>	
<input type="checkbox"/> Pollution Liability	
<input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
<input type="checkbox"/> Crime Insurance	
<hr/>	
Other: <u>\$5 Million Umbrella Policy required</u>	
<hr/>	

**ATTACHMENT B
TRANSIT FACILITIES
ECONOMY OF SCALE TOTAL FIXED COSTS**

TRANSIT FACILITIES

ECONOMY OF SCALE

TOTAL FIXED COST

Facility	Year 1 Total Cost	Year 2 Total Cost	Year 3 Total Cost	Year 4 Total Cost	Year 5 Total Cost	5 Year Cost
ChatsworthMetrolink Station & Depot	\$ 168,849.80	\$ 175,608.10	\$ 182,534.43	\$ 189,782.36	\$ 197,226.25	\$ 914,000.94
NorthridgeMetrolink Station	\$ 59,539.80	\$ 61,921.50	\$ 64,349.58	\$ 66,898.57	\$ 69,501.04	\$ 322,210.49
Sun ValleyMetrolink Station	\$ 47,299.00	\$ 49,196.58	\$ 51,137.17	\$ 53,166.43	\$ 55,247.16	\$ 256,046.34
Sylmar/San FernandoMetrolink Station & Depot	\$ 103,025.00	\$ 107,148.50	\$ 111,357.16	\$ 115,765.45	\$ 120,275.69	\$ 557,571.80
Van NuysAmtrak/Metrolink Station	\$ 72,385.60	\$ 75,283.10	\$ 78,234.44	\$ 81,328.31	\$ 84,488.64	\$ 391,720.09
Warner CenterTransit Hub	\$ 43,184.60	\$ 44,915.32	\$ 46,682.81	\$ 48,528.53	\$ 50,423.19	\$ 233,734.45
EncinoPark-and-Ride Lot	\$ 30,074.10	\$ 31,277.79	\$ 32,506.81	\$ 33,791.04	\$ 35,105.27	\$ 162,755.01
Granada HillsPark-and-Ride Lot	\$ 9,276.80	\$ 9,647.30	\$ 10,028.20	\$ 10,424.70	\$ 10,830.30	\$ 50,207.30
Total Annual Cost	\$ 533,634.70	\$ 554,998.19	\$ 576,830.60	\$ 599,685.39	\$ 623,097.54	\$ 2,888,246.42

TRANSIT FACILITIES FIXED COSTS - YEAR 1

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	Chatsworth MetroLink Station & Depot		Northridge MetroLink Station		Sun Valley MetroLink Station		Sylmar/San Fernando MetroLink Station & Depot		Van Nuys Amtrak/MetroLink Station		Warner Center Transit Hub		Enclho Park-and-Ride Lot		Granada Hills Park-and-Ride Lot	
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost
1	Management																		
	Facilities Manager Salary	ShelterClean	\$ 37.95	520	\$ 19,734.00	208	\$ 7,893.60	208	\$ 7,893.60	416	\$ 15,787.20	312	\$ 11,840.40	208	\$ 7,893.60	156	\$ 5,920.20	52	\$ 1,973.40
	Other Staff Salary		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Employee Benefits	ShelterClean	\$ 3.00	2192	\$ 6,576.00	1100	\$ 3,300.00	598	\$ 1,794.00	1828	\$ 5,484.00	1412	\$ 4,236.00	718	\$ 2,154.00	576	\$ 1,728.00	169	\$ 507.00
	Equipment/Supplies	ShelterClean	\$ 7.00	1755	\$ 12,285.00	871	\$ 6,097.00	632	\$ 4,424.00	1443	\$ 10,101.00	1131	\$ 7,917.00	520	\$ 3,640.00	448.5	\$ 3,139.50	143	\$ 1,001.00
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Cleaning and Maintenance																		
	Sweeping (Weekly)	Supreme Sweeper	\$ 73.60	78	\$ 5,740.80	52	\$ 3,827.20	39	\$ 2,870.40	78	\$ 5,740.80	52	\$ 3,827.20	0	\$ -	39	\$ 2,870.40	39	\$ 2,870.40
	Power Wash Platform (2 times/yr)	ShelterClean	\$ 45.00	8	\$ 360.00	8	\$ 360.00	8	\$ 360.00	8	\$ 360.00	8	\$ 360.00	16	\$ 720.00	4	\$ 180.00	0	\$ -
	Trash Removal (2 times/wk)	ShelterClean	\$ 25.00	338	\$ 8,450.00	234	\$ 5,850.00	156	\$ 3,900.00	338	\$ 8,450.00	234	\$ 5,850.00	156	\$ 3,900.00	91	\$ 2,275.00	104	\$ 2,600.00
	Power Wash Bus Pads (Quarterly)	Precision PWS	\$ 92.00	16	\$ 1,472.00	16	\$ 1,472.00	0	\$ -	16	\$ 1,472.00	0	\$ -	32	\$ 2,944.00	0	\$ -	0	\$ -
	Fixtures (Monthly)	ShelterClean	\$ 25.00	26	\$ 650.00	26	\$ 650.00	26	\$ 650.00	26	\$ 650.00	26	\$ 650.00	26	\$ 650.00	13	\$ 325.00	13	\$ 325.00
3	Landscaping/Irrigation	ShelterClean	\$ 25.00	728	\$ 18,200.00	624	\$ 15,600.00	416	\$ 10,400.00	754	\$ 18,850.00	832	\$ 20,800.00	312	\$ 7,800.00	312	\$ 7,800.00	0	\$ -
*	Annual Tree Trimming				\$ 74,520.00		\$ 14,490.00		\$ 15,007.00		\$ 28,980.00		\$ 15,905.00		\$ 13,483.00		\$ 5,835.00		\$ -
6	Depot																		
	Janitorial (Daily)	ShelterClean	\$ 25.00	520	\$ 13,000.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	HVAC (Quarterly)	JMS HVAC	\$ 138.00	24	\$ 3,312.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Total Fixed Cost By Location				\$ 164,299.80		\$ 59,539.80		\$ 47,299.00		\$ 95,875.00		\$ 72,385.60		\$ 43,184.60		\$ 30,074.10		\$ 9,276.80
	FIXED METRO COST																		
7	LADDT/Metro Agreement																		
	Cleaning of Restroom	ShelterClean	\$ 25.00	130	\$ 3,250.00	N/A	N/A	N/A	N/A	260	\$ 6,500.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Childcare Landscaping	ShelterClean	\$ 25.00	52	\$ 1,300.00	N/A	N/A	N/A	N/A	26	\$ 650.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Total Fixed Metro Cost By Location				\$ 4,550.00		\$ -		\$ -		\$ 7,150.00		\$ -		\$ -		\$ -		\$ -
**	Graffiti Removal	ShelterClean	\$ 47.00																

* Annual tree trimming based on per tree x quantity of trees per facility

** Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost

TRANSIT FACILITIES FIXED COSTS - YEAR 2

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	Chatsworth MetroLink Station & Depot		Northridge MetroLink Station		Sun Valley MetroLink Station		Sylmar/San Fernando MetroLink Station & Depot		Van Nuys Amtrak/MetroLink Station		Warner Center Transit Hub		Encino Park-and-Ride Lot		Granada Hills Park-and-Ride Lot	
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost
1	Management																		
	Facilities Manager Salary	ShelterClean	\$ 39.50	520	\$ 20,540.00	208	\$ 8,216.00	208	\$ 8,216.00	416	\$ 16,432.00	312	\$ 12,324.00	208	\$ 8,216.00	155	\$ 6,162.00	52	\$ 2,054.00
	Other Staff Salary		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Employee Benefits	ShelterClean	\$ 3.10	2192	\$ 6,795.20	1100	\$ 3,410.00	598	\$ 1,853.80	1826	\$ 5,656.80	1412	\$ 4,377.20	718	\$ 2,225.60	576	\$ 1,785.60	169	\$ 523.90
	Equipment/Supplies	ShelterClean	\$ 7.30	1755	\$ 12,811.50	871	\$ 6,358.30	632	\$ 4,613.60	1443	\$ 10,533.90	1131	\$ 8,256.30	520	\$ 3,796.00	448.5	\$ 3,274.05	143	\$ 1,043.90
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Cleaning and Maintenance																		
	Sweeping (weekly)	Supreme Sweeper	\$ 76.50	78	\$ 5,967.00	52	\$ 3,978.00	39	\$ 2,983.50	78	\$ 5,967.00	52	\$ 3,978.00	0	\$ -	39	\$ 2,983.50	39	\$ 2,983.50
	Power Wash Platform (2 times/yr)	ShelterClean	\$ 46.80	8	\$ 374.40	8	\$ 374.40	8	\$ 374.40	8	\$ 374.40	8	\$ 374.40	16	\$ 748.80	4	\$ 187.20	0	\$ -
	Trash Removal (2 times/wk)	ShelterClean	\$ 26.00	338	\$ 8,788.00	234	\$ 6,084.00	156	\$ 4,056.00	338	\$ 8,788.00	234	\$ 6,084.00	156	\$ 4,056.00	91	\$ 2,366.00	104	\$ 2,704.00
	Power Wash Bus Pads (Quarterly)	Precision PWS	\$ 95.70	16	\$ 1,531.20	16	\$ 1,531.20	0	\$ -	16	\$ 1,531.20	0	\$ -	32	\$ 3,062.40	0	\$ -	0	\$ -
	Fixtures (Monthly)	ShelterClean	\$ 26.00	26	\$ 676.00	26	\$ 676.00	26	\$ 676.00	26	\$ 676.00	26	\$ 676.00	26	\$ 676.00	13	\$ 338.00	13	\$ 338.00
3	Landscaping/Irrigation	ShelterClean	\$ 26.00	728	\$ 18,928.00	624	\$ 16,224.00	416	\$ 10,816.00	754	\$ 19,604.00	832	\$ 21,632.00	312	\$ 8,112.00	312	\$ 8,112.00	0	\$ -
*	Annual Tree Trimming				\$ 77,500.80		\$ 15,069.60		\$ 15,607.28		\$ 30,139.20		\$ 17,581.20		\$ 14,022.32		\$ 6,069.44		\$ -
6	Depot																		
	Janitorial (Daily)	ShelterClean	\$ 26.00	520	\$ 13,520.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	HVAC (Quarterly)	JMS HVAC	\$ 143.50	24	\$ 3,444.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Total Fixed Cost By Location				\$ 170,876.10		\$ 61,921.50		\$ 49,195.58		\$ 99,712.50		\$ 75,283.10		\$ 44,915.32		\$ 31,277.79		\$ 9,647.30
	FIXED METRO COST																		
7	LADOT/Metro Agreement																		
	Cleaning of Restroom	ShelterClean	\$ 26.00	130	\$ 3,380.00	N/A	N/A	N/A	N/A	260	\$ 6,760.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Childcare Landscaping	ShelterClean	\$ 26.00	52	\$ 1,352.00	N/A	N/A	N/A	N/A	26	\$ 676.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Total Fixed Metro Cost By Location				\$ 4,732.00		\$ -		\$ -		\$ 7,436.00		\$ -		\$ -		\$ -		\$ -
**	Graffiti Removal	ShelterClean	\$ 48.90																

* Annual tree trimming based on per tree x quantity of trees per facility

** Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost

TRANSIT FACILITIES FIXED COSTS - YEAR 3

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	Chatsworth Metrolink Station & Depot		Northridge Metrolink Station		Sun Valley Metrolink Station		Sylmar/San Fernando Metrolink Station & Depot		Van Nuys Amtrak/Metrolink Station		Warner Center Transit Hub		Encino Park-and-Ride Lot		Granada Hills Park-and-Ride Lot			
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost		
1	Management																				
	Facilities Manager Salary	ShelterClean	\$ 41.10	520	\$ 21,372.00	208	\$ 8,548.80	208	\$ 8,548.80	416	\$ 17,097.60	312	\$ 12,823.20	208	\$ 8,548.80	156	\$ 6,411.60	52	\$ 2,137.20		
	Other Staff Salary		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
	Employee Benefits	ShelterClean	\$ 3.20	2192	\$ 7,014.40	1100	\$ 3,520.00	598	\$ 1,913.60	1828	\$ 5,849.60	1412	\$ 4,518.40	718	\$ 2,297.60	576	\$ 1,843.20	168	\$ 540.80		
	Equipment/Supplies	ShelterClean	\$ 7.60	1755	\$ 13,338.00	871	\$ 6,619.60	632	\$ 4,803.20	1443	\$ 10,966.80	1131	\$ 8,595.60	520	\$ 3,952.00	448.5	\$ 3,408.60	143	\$ 1,086.80		
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
2	Cleaning and Maintenance																				
	Sweeping (weekly)	Supreme Sweeper	\$ 79.60	78	\$ 6,208.80	52	\$ 4,139.20	39	\$ 3,104.40	78	\$ 6,208.80	52	\$ 4,139.20	0	\$ -	39	\$ 3,104.40	39	\$ 3,104.40		
	Power Wash Platform (2 times/yr)	ShelterClean	\$ 48.70	8	\$ 389.60	8	\$ 389.60	8	\$ 389.60	8	\$ 389.60	8	\$ 389.60	16	\$ 779.20	4	\$ 194.80	0	\$ -		
	Trash Removal (2 times/wk)	ShelterClean	\$ 27.00	338	\$ 9,126.00	234	\$ 6,318.00	156	\$ 4,212.00	338	\$ 9,126.00	234	\$ 6,318.00	156	\$ 4,212.00	91	\$ 2,457.00	104	\$ 2,808.00		
	Power Wash Bus Pads (Quarterly)	Precision PWS	\$ 99.50	16	\$ 1,592.00	16	\$ 1,592.00	0	\$ -	16	\$ 1,592.00	0	\$ -	32	\$ 3,184.00	0	\$ -	0	\$ -		
	Fixtures (Monthly)	ShelterClean	\$ 27.00	26	\$ 702.00	26	\$ 702.00	26	\$ 702.00	26	\$ 702.00	26	\$ 702.00	26	\$ 702.00	13	\$ 351.00	13	\$ 351.00		
3	Landscaping/Irrigation	ShelterClean	\$ 27.00	728	\$ 19,656.00	624	\$ 16,848.00	416	\$ 11,232.00	754	\$ 20,358.00	832	\$ 22,464.00	312	\$ 8,424.00	312	\$ 8,424.00	0	\$ -		
*	Annual Tree Trimming				\$ 80,600.83		\$ 15,672.38		\$ 16,231.57		\$ 31,344.76		\$ 18,284.44		\$ 14,583.21		\$ 6,312.21		\$ -		
6	Depot																				
	Janitorial (Daily)	ShelterClean	\$ 27.00	520	\$ 14,040.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	HVAC (Quarterly)	JMS HVAC	\$ 149.20	24	\$ 3,580.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Total Fixed Cost By Location				\$ 177,620.43		\$ 64,349.58		\$ 51,137.17		\$ 103,635.16		\$ 78,234.44		\$ 46,682.81		\$ 32,506.81		\$ 10,028.20		
	FIXED METRO COST																				
7	LADOT/Metro Agreement																				
	Cleaning of Restroom	ShelterClean	\$ 27.00	130	\$ 3,510.00	N/A	N/A	N/A	N/A	260	\$ 7,020.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Childcard Landscaping	ShelterClean	\$ 27.00	52	\$ 1,404.00	N/A	N/A	N/A	N/A	26	\$ 702.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Total Fixed Metro Cost By Location				\$ 4,914.00		\$ -		\$ -		\$ 7,722.00		\$ -		\$ -		\$ -		\$ -		
**	Graffiti Removal	ShelterClean	\$ 50.90																		

* Annual tree trimming based on per tree x quantity of trees per facility
 ** Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost

TRANSIT FACILITIES FIXED COSTS - YEAR 4

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	Chatsworth Metrolink Station & Depot		Northridge Metrolink Station		Sun Valley Metrolink Station		Sylmar/San Fernando Metrolink Station & Depot		Van Nuys Amtrak/Metrolink Station		Warner Center Transit Hub		Encino Park-and-Ride Lot		Granada Hills Park-and-Ride Lot			
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost		
1	Management																				
	Facilities Manager Salary	ShelterClean	\$ 42.70	520	\$ 22,204.00	208	\$ 8,881.60	208	\$ 8,881.60	416	\$ 17,763.20	312	\$ 13,322.40	208	\$ 8,881.60	156	\$ 6,661.20	52	\$ 2,220.40		
	Other Staff Salary		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
	Employee Benefits	ShelterClean	\$ 3.30	2192	\$ 7,233.60	1100	\$ 3,630.00	598	\$ 1,973.40	1828	\$ 6,032.40	1412	\$ 4,659.60	718	\$ 2,369.40	576	\$ 1,900.80	169	\$ 557.70		
	Equipment/Supplies	ShelterClean	\$ 7.90	1755	\$ 13,864.50	871	\$ 6,880.90	632	\$ 4,992.80	1443	\$ 11,399.70	1131	\$ 8,934.90	520	\$ 4,108.00	448.5	\$ 3,543.15	143	\$ 1,179.70		
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
2	Cleaning and Maintenance																				
	Sweeping (weekly)	Supreme Sweeper	\$ 82.80	78	\$ 6,458.40	52	\$ 4,305.60	39	\$ 3,229.20	78	\$ 6,458.40	52	\$ 4,305.60	0	\$ -	39	\$ 3,229.20	39	\$ 3,229.20		
	Power Wash Platform (2 times/yr)	ShelterClean	\$ 50.60	8	\$ 404.80	8	\$ 404.80	8	\$ 404.80	8	\$ 404.80	8	\$ 404.80	16	\$ 809.60	4	\$ 202.40	0	\$ -		
	Trash Removal (2 times/wk)	ShelterClean	\$ 28.10	398	\$ 9,497.80	234	\$ 6,575.40	156	\$ 4,383.60	336	\$ 9,497.80	234	\$ 6,575.40	156	\$ 4,383.60	91	\$ 2,537.10	104	\$ 2,922.40		
	Power Wash Bus Pads (Quarterly)	Precision PWS	\$ 103.50	16	\$ 1,656.00	16	\$ 1,656.00	0	\$ -	16	\$ 1,656.00	0	\$ -	32	\$ 3,312.00	0	\$ -	0	\$ -		
	Fixtures (Monthly)	ShelterClean	\$ 28.10	26	\$ 730.60	26	\$ 730.60	26	\$ 730.60	26	\$ 730.60	26	\$ 730.60	26	\$ 730.60	13	\$ 365.30	13	\$ 365.30		
3	Landscaping/Irrigation	ShelterClean	\$ 28.10	728	\$ 20,456.80	624	\$ 17,534.40	416	\$ 11,689.60	754	\$ 21,187.40	832	\$ 23,379.20	312	\$ 8,767.20	312	\$ 8,767.20	0	\$ -		
*	Annual Tree Trimming				\$ 83,824.86		\$ 16,299.27		\$ 16,880.83		\$ 32,598.55		\$ 19,015.81		\$ 15,166.53		\$ 6,564.69		\$ -		
5	Depot																				
	Janitorial (Daily)	ShelterClean	\$ 28.10	520	\$ 14,612.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
	HVAC (Quarterly)	JMS HVAC	\$ 155.20	24	\$ 3,724.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
	Total Fixed Cost By Location				\$ 184,668.16		\$ 66,898.57		\$ 53,166.43		\$ 107,728.85		\$ 81,328.31		\$ 48,528.53		\$ 33,791.04		\$ 10,424.70		
	FIXED METRO COST																				
7	LADOT/Metro Agreement																				
	Cleaning of Restroom	ShelterClean	\$ 28.10	130	\$ 3,653.00	N/A	N/A	N/A	N/A	260	\$ 7,306.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
	Childcare Landscaping	ShelterClean	\$ 28.10	52	\$ 1,461.20	N/A	N/A	N/A	N/A	26	\$ 730.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
	Total Fixed Metro Cost By Location				\$ 5,114.20		\$ -		\$ -		\$ 8,036.60		\$ -		\$ -		\$ -		\$ -		
**	Graffiti Removal	ShelterClean	\$ 52.90																		

* Annual tree trimming based on per tree x quantity of trees per facility
 ** Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost.

TRANSIT FACILITIES FIXED COSTS - YEAR 5

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	Chatsworth Metrolink Station & Depot		Northridge Metrolink Station		Sun Valley Metrolink Station		Sylmar/San Fernando Metrolink Station & Depot		Van Nuys Amtrak/Metrolink Station		Warner Center Transit Hub		Encino Park-and-Ride Lot		Granada Hills Park-and-Ride Lot	
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost
1	Management																		
	Facilities Manager Salary	ShelterClean	\$ 44.40	520	\$ 23,088.00	208	\$ 9,235.20	208	\$ 9,235.20	416	\$ 18,470.40	312	\$ 13,852.80	208	\$ 9,235.20	156	\$ 6,926.40	52	\$ 2,308.80
	Other Staff Salary		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Employee Benefits	ShelterClean	\$ 3.40	2192	\$ 7,452.80	1100	\$ 3,740.00	598	\$ 2,033.20	1828	\$ 6,215.20	1412	\$ 4,800.80	718	\$ 2,441.20	576	\$ 1,958.40	169	\$ 574.60
	Equipment/Supplies	ShelterClean	\$ 8.20	1755	\$ 14,391.00	871	\$ 7,142.20	632	\$ 5,182.40	1443	\$ 11,832.60	1131	\$ 9,274.20	520	\$ 4,264.00	448.5	\$ 3,677.70	143	\$ 1,172.60
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Cleaning and Maintenance																		
	Sweeping (weekly)	Supreme Sweeper	\$ 86.10	78	\$ 6,715.80	52	\$ 4,477.20	39	\$ 3,357.90	78	\$ 6,715.80	52	\$ 4,477.20	0	\$ -	39	\$ 3,357.90	39	\$ 3,357.90
	Power Wash Platform (2 times/yr)	ShelterClean	\$ 52.60	8	\$ 420.80	8	\$ 420.80	8	\$ 420.80	8	\$ 420.80	8	\$ 420.80	16	\$ 841.60	4	\$ 210.40	0	\$ -
	Trash Removal (2 times/wk)	ShelterClean	\$ 29.20	338	\$ 9,869.60	234	\$ 6,832.80	156	\$ 4,555.20	338	\$ 9,869.60	234	\$ 6,832.80	156	\$ 4,555.20	91	\$ 2,657.20	104	\$ 3,036.80
	Power Wash Bus Pads (Quarterly)	Precision PWS	\$ 107.60	16	\$ 1,721.60	16	\$ 1,721.60	0	\$ -	16	\$ 1,721.60	0	\$ -	32	\$ 3,443.20	0	\$ -	0	\$ -
	Fixtures (Monthly)	ShelterClean	\$ 29.20	26	\$ 759.20	26	\$ 759.20	26	\$ 759.20	26	\$ 759.20	26	\$ 759.20	26	\$ 759.20	13	\$ 379.60	13	\$ 379.60
	Landscaping/Irrigation	ShelterClean	\$ 29.20	728	\$ 21,257.60	624	\$ 18,220.80	416	\$ 12,147.20	754	\$ 22,016.80	832	\$ 24,294.40	312	\$ 9,110.40	312	\$ 9,110.40	0	\$ -
	* Annual Tree Trimming				\$ 87,177.85		\$ 16,951.24		\$ 17,556.06		\$ 33,902.49		\$ 19,776.44		\$ 15,773.19		\$ 6,827.27		\$ -
6	Depot																		
	Janitorial (Daily)	ShelterClean	\$ 29.20	520	\$ 15,184.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	HVAC (Quarterly)	JMS HVAC	\$ 161.40	24	\$ 3,873.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Total Fixed Cost By Location				\$ 191,911.85		\$ 69,501.04		\$ 55,247.16		\$ 111,924.49		\$ 84,488.64		\$ 50,423.19		\$ 35,105.27		\$ 10,830.30
	FIXED METRO COST																		
7	LAOBT/Metro Agreement																		
	Cleaning of Restroom	ShelterClean	\$ 29.20	130	\$ 3,796.00	N/A	N/A	N/A	N/A	260	\$ 7,592.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Childcard Landscaping	ShelterClean	\$ 29.20	52	\$ 1,518.40	N/A	N/A	N/A	N/A	26	\$ 759.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Total Fixed Metro Cost By Location				\$ 5,314.40		\$ -		\$ -		\$ 8,351.20		\$ -		\$ -		\$ -		\$ -
**	Graffiti Removal	ShelterClean	\$ 55.50																

* Annual tree trimming based on per tree x quantity of trees per facility

* Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost.

ATTACHMENT C
BIKE PATH FACILITIES
ECONOMY OF SCALE TOTAL FIXED COSTS

BIKE PATH FACILITIES

ECONOMY OF SCALE

TOTAL FIXED COST

Facility	Year 1 Total Cost	Year 2 Total Cost	Year 3 Total Cost	Year 4 Total Cost	Year 5 Total Cost	5 Year Cost
Orange Line	\$ 372,156.20	\$ 386,946.30	\$ 401,822.20	\$ 417,792.70	\$ 433,794.40	\$ 2,012,511.80
Chandler Boulevard	\$ 37,341.20	\$ 38,825.80	\$ 40,326.00	\$ 41,930.20	\$ 43,539.60	\$ 201,962.80
Arroyo Seco	\$ 11,590.80	\$ 12,048.40	\$ 12,526.80	\$ 13,028.60	\$ 13,538.20	\$ 62,732.80
Ballona Creek	\$ 13,504.40	\$ 14,037.40	\$ 14,596.40	\$ 15,181.40	\$ 15,776.80	\$ 73,096.40
Brown's Creek	\$ 11,684.40	\$ 12,144.60	\$ 12,630.80	\$ 13,137.80	\$ 13,655.20	\$ 63,252.80
Harbor Park	\$ 9,669.40	\$ 10,050.30	\$ 10,454.60	\$ 10,874.50	\$ 11,304.80	\$ 52,353.60
LA River West Valley Segment	\$ 9,677.20	\$ 10,059.40	\$ 10,457.20	\$ 10,875.80	\$ 11,299.60	\$ 52,369.20
LA River	\$ 31,371.60	\$ 32,614.40	\$ 33,898.80	\$ 35,253.40	\$ 36,623.60	\$ 169,761.80
San Fernando Road Phase I	\$ 34,247.20	\$ 35,609.60	\$ 36,987.60	\$ 38,459.20	\$ 39,936.00	\$ 185,239.60
San Fernando Road Phase II	\$ 36,160.80	\$ 37,598.60	\$ 39,057.20	\$ 40,612.00	\$ 42,174.60	\$ 195,603.20
Will Rogers State Beach	\$ 11,590.80	\$ 12,048.40	\$ 12,526.80	\$ 13,028.60	\$ 13,538.20	\$ 62,732.80
Expo Line	\$ 39,618.80	\$ 41,194.40	\$ 42,790.80	\$ 44,493.80	\$ 46,204.60	\$ 214,302.40
Total Annual Cost	\$ 618,612.80	\$ 643,177.80	\$ 668,075.20	\$ 694,668.00	\$ 721,885.60	\$ 3,345,919.20

BIKE PATH FACILITIES FIXED COSTS - YEAR 1

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	Orange Line		Chandler Boulevard		Arroyo Seco		Ballona Creek		Brown's Creek		Harbor Park	
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost
1	Management														
	Inspection Staff Salary	ShelterClean	\$ 36.00	234	\$ 8,424.00	52	\$ 1,872.00	52	\$ 1,872.00	52	\$ 1,872.00	52	\$ 1,872.00	26	\$ 936.00
	Other Staff Salary	ShelterClean	\$ 32.00	1248	\$ 39,936.00	208	\$ 6,656.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Employee Benefits	ShelterClean	\$ 3.00	10634	\$ 31,902.00	988	\$ 2,964.00	156	\$ 468.00	156	\$ 468.00	104	\$ 312.00	52	\$ 156.00
	Equipment/Supplies	ShelterClean	\$ 7.00	5733	\$ 40,131.00	546	\$ 3,822.00	130	\$ 910.00	130	\$ 910.00	78	\$ 546.00	39	\$ 273.00
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Cleaning and Maintenance														
	Sweeping (2 time/week)	Supreme Sweeper	\$ 73.60	312	\$ 22,963.20	52	\$ 3,827.20	78	\$ 5,740.80	104	\$ 7,654.40	104	\$ 7,654.40	104	\$ 7,654.40
	Trash/Debris Removal (2 times/wk)	ShelterClean	\$ 25.00	832	\$ 20,800.00	104	\$ 2,600.00	104	\$ 2,600.00	104	\$ 2,600.00	52	\$ 1,300.00	26	\$ 650.00
3	Landscaping/Irrigation	ShelterClean	\$ 25.00	8320	\$ 208,000.00	624	\$ 15,600.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Total Fixed Cost By Location				\$ 372,156.20		\$ 37,341.20		\$ 11,590.80		\$ 13,504.40		\$ 11,684.40		\$ 9,669.40
*	Graffiti Removal	ShelterClean	\$ 47.00												

* Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	LA River West Valley Segment		LA River		San Fernando Road Phase I		San Fernando Road Phase II		Will Rogers State Beach		Expo Line	
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost
1	Management														
	Inspection Staff Salary	ShelterClean	\$ 36.00	52	\$ 1,872.00	104	\$ 3,744.00	52	\$ 1,872.00	52	\$ 1,872.00	52	\$ 1,872.00	52	\$ 1,872.00
	Other Staff Salary	ShelterClean	\$ 32.00	0	\$ -	0	\$ -	208	\$ 6,656.00	208	\$ 6,656.00	0	\$ -	208	\$ 6,656.00
	Employee Benefits	ShelterClean	\$ 3.00	156	\$ 468.00	546	\$ 1,638.00	884	\$ 2,652.00	884	\$ 2,652.00	156	\$ 468.00	988	\$ 2,964.00
	Equipment/Supplies	ShelterClean	\$ 7.00	130	\$ 910.00	494	\$ 3,458.00	520	\$ 3,640.00	520	\$ 3,640.00	130	\$ 910.00	598	\$ 4,186.00
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Cleaning and Maintenance														
	Sweeping (2 time/week)	Supreme Sweeper	\$ 73.60	52	\$ 3,827.20	156	\$ 11,481.60	52	\$ 3,827.20	78	\$ 5,740.80	78	\$ 5,740.80	78	\$ 5,740.80
	Trash/Debris Removal (2 times/wk)	ShelterClean	\$ 25.00	104	\$ 2,600.00	442	\$ 11,050.00	156	\$ 3,900.00	156	\$ 3,900.00	104	\$ 2,600.00	208	\$ 5,200.00
3	Landscaping/Irrigation	ShelterClean	\$ 25.00	0	\$ -	0	\$ -	468	\$ 11,700.00	468	\$ 11,700.00	0	\$ -	520	\$ 13,000.00
	Total Fixed Cost By Location				\$ 9,677.20	\$ 31,371.60		\$ 34,247.20		\$ 36,160.80		\$ 11,590.80		\$ 39,618.80	
*	Graffiti Removal	ShelterClean	\$ 47.00												

* Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost

BIKE PATH FACILITIES FIXED COSTS - YEAR 2

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	Orange Line		Chandler Boulevard		Arroyo Seco		Ballona Creek		Brown's Creek		Harbor Park	
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost
1	Management														
	Inspection Staff Salary	ShelterClean	\$ 37.40	234	\$ 8,751.60	52	\$ 1,944.80	52	\$ 1,944.80	52	\$ 1,944.80	52	\$ 1,944.80	26	\$ 972.40
	Other Staff Salary	ShelterClean	\$ 33.30	1248	\$ 41,558.40	208	\$ 6,926.40	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Employee Benefits	ShelterClean	\$ 3.10	10634	\$ 32,965.40	988	\$ 3,062.80	156	\$ 483.60	156	\$ 483.60	104	\$ 322.40	52	\$ 161.20
	Equipment/Supplies	ShelterClean	\$ 7.30	5733	\$ 41,850.90	546	\$ 3,985.80	130	\$ 949.00	130	\$ 949.00	78	\$ 569.40	39	\$ 284.70
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Cleaning and Maintenance														
	Sweeping (2 time/week)	Supreme Sweeper	\$ 76.50	312	\$ 23,868.00	52	\$ 3,978.00	78	\$ 5,967.00	104	\$ 7,956.00	104	\$ 7,956.00	104	\$ 7,956.00
	Trash/Debris Removal (2 times/wk)	ShelterClean	\$ 26.00	832	\$ 21,632.00	104	\$ 2,704.00	104	\$ 2,704.00	104	\$ 2,704.00	52	\$ 1,352.00	26	\$ 676.00
3	Landscaping/Irrigation	ShelterClean	\$ 26.00	8320	\$ 216,320.00	624	\$ 16,224.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Total Fixed Cost By Location				\$ 386,946.30		\$ 38,825.80		\$ 12,048.40		\$ 14,037.40		\$ 12,144.60		\$ 10,050.30
*	Graffiti Removal	ShelterClean	\$ 48.90												

* Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	LA River West Valley Segment		LA River		San Fernando Road Phase I		San Fernando Road Phase II		Will Rogers State Beach		Expo Line	
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost
1	Management														
	Inspection Staff Salary	ShelterClean	\$ 37.40	52	\$ 1,944.80	104	\$ 3,889.60	52	\$ 1,944.80	52	\$ 1,944.80	52	\$ 1,944.80	52	\$ 1,944.80
	Other Staff Salary	ShelterClean	\$ 33.30	0	\$ -	0	\$ -	208	\$ 6,926.40	208	\$ 6,926.40	0	\$ -	208	\$ 6,926.40
	Employee Benefits	ShelterClean	\$ 3.10	156	\$ 483.60	546	\$ 1,692.60	884	\$ 2,740.40	884	\$ 2,740.40	156	\$ 483.60	988	\$ 3,062.80
	Equipment/Supplies	ShelterClean	\$ 7.30	130	\$ 949.00	494	\$ 3,606.20	520	\$ 3,796.00	520	\$ 3,796.00	130	\$ 949.00	598	\$ 4,365.40
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Cleaning and Maintenance														
	Sweeping (2 time/week)	Supreme Sweeper	\$ 76.50	52	\$ 3,978.00	156	\$ 11,934.00	52	\$ 3,978.00	78	\$ 5,967.00	78	\$ 5,967.00	78	\$ 5,967.00
	Trash/Debris Removal (2 times/wk)	ShelterClean	\$ 26.00	104	\$ 2,704.00	442	\$ 11,492.00	156	\$ 4,056.00	156	\$ 4,056.00	104	\$ 2,704.00	208	\$ 5,408.00
3	Landscaping/Irrigation	ShelterClean	\$ 26.00	0	\$ -	0	\$ -	468	\$ 12,168.00	468	\$ 12,168.00	0	\$ -	520	\$ 13,520.00
	Total Fixed Cost By Location				\$ 10,059.40		\$ 32,614.40		\$ 35,609.60		\$ 37,598.60		\$ 12,048.40		\$ 41,194.40
*	Graffiti Removal	ShelterClean	\$ 48.90												

* Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost

BIKE PATH FACILITIES FIXED COSTS - YEAR 3

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	Orange Line		Chandler Boulevard		Arrayo Seco		Ballona Creek		Brown's Creek		Harbor Park	
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost
1	Management														
	Inspection Staff Salary	ShelterClean	\$ 38.80	234	\$ 9,102.60	52	\$ 2,022.80	52	\$ 2,022.80	52	\$ 2,022.80	52	\$ 2,022.80	26	\$ 1,011.40
	Other Staff Salary	ShelterClean	\$ 34.60	1248	\$ 43,180.80	208	\$ 7,196.80	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Employee Benefits	ShelterClean	\$ 3.20	10634	\$ 34,028.80	988	\$ 3,161.60	156	\$ 499.20	156	\$ 499.20	104	\$ 332.80	52	\$ 166.40
	Equipment/Supplies	ShelterClean	\$ 7.60	5733	\$ 43,570.80	546	\$ 4,149.60	130	\$ 988.00	130	\$ 988.00	78	\$ 597.80	39	\$ 296.40
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Cleaning and Maintenance														
	Sweeping (2 time/week)	Supreme Sweeper	\$ 79.60	312	\$ 24,835.20	52	\$ 4,139.20	78	\$ 6,208.80	104	\$ 8,278.40	104	\$ 8,278.40	104	\$ 8,278.40
	Trash/Debris Removal (2 times/wk)	ShelterClean	\$ 27.00	832	\$ 22,464.00	104	\$ 2,808.00	104	\$ 2,808.00	104	\$ 2,808.00	52	\$ 1,404.00	26	\$ 702.00
3	Landscaping/Irrigation	ShelterClean	\$ 27.00	8320	\$ 224,640.00	624	\$ 16,848.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Total Fixed Cost By Location				\$ 401,822.20		\$ 40,326.00		\$ 12,526.80		\$ 14,596.40		\$ 12,630.80		\$ 10,454.60
*	Graffiti Removal	ShelterClean	\$ 50.90												

* Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	LA River West Valley Segment		LA River		San Fernando Road Phase I		San Fernando Road Phase II		Will Rogers State Beach		Expo Line	
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost
1	Management														
	Inspection Staff Salary	ShelterClean	\$ 38.90	52	\$ 2,022.80	104	\$ 4,045.60	52	\$ 2,022.80	52	\$ 2,022.80	52	\$ 2,022.80	52	\$ 2,022.80
	Other Staff Salary	ShelterClean	\$ 34.60	0	\$ -	0	\$ -	208	\$ 7,196.80	208	\$ 7,196.80	0	\$ -	208	\$ 7,196.80
	Employee Benefits	ShelterClean	\$ 3.20	156	\$ 499.20	546	\$ 1,747.20	884	\$ 2,828.80	884	\$ 2,828.80	156	\$ 499.20	988	\$ 3,161.60
	Equipment/Supplies	ShelterClean	\$ 7.60	130	\$ 988.00	494	\$ 3,754.40	520	\$ 3,952.00	520	\$ 3,952.00	130	\$ 988.00	598	\$ 4,544.80
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Cleaning and Maintenance														
	Sweeping (2 time/week)	Supreme Sweeper	\$ 79.60	52	\$ 4,139.20	156	\$ 12,417.60	52	\$ 4,139.20	78	\$ 6,208.80	78	\$ 6,208.80	78	\$ 6,208.80
	Trash/Debris Removal (2 times/wk)	ShelterClean	\$ 27.00	104	\$ 2,808.00	442	\$ 11,934.00	156	\$ 4,212.00	156	\$ 4,212.00	104	\$ 2,808.00	208	\$ 5,616.00
3	Landscaping/Irrigation	ShelterClean	\$ 27.00	0	\$ -	0	\$ -	468	\$ 12,636.00	468	\$ 12,636.00	0	\$ -	520	\$ 14,040.00
	Total Fixed Cost By Location				\$ 10,457.20		\$ 33,898.80		\$ 36,987.60		\$ 39,057.20		\$ 12,526.80		\$ 42,790.80
*	Graffiti Removal	ShelterClean	\$ 50.90												

* Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost

BIKE PATH FACILITIES FIXED COSTS - YEAR 4

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	Orange Line		Chandler Boulevard		Arroyo Seco		Ballona Creek		Brown's Creek		Harbor Park	
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost
1	Management														
	Inspection Staff Salary	ShelterClean	\$ 40.50	234	\$ 9,477.00	52	\$ 2,106.00	52	\$ 2,106.00	52	\$ 2,106.00	52	\$ 2,106.00	26	\$ 1,053.00
	Other Staff Salary	ShelterClean	\$ 36.00	1248	\$ 44,928.00	208	\$ 7,488.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Employee Benefits	ShelterClean	\$ 3.30	10634	\$ 35,092.20	988	\$ 3,260.40	156	\$ 514.80	156	\$ 514.80	104	\$ 343.20	52	\$ 171.60
	Equipment/Supplies	ShelterClean	\$ 7.90	5733	\$ 45,290.70	546	\$ 4,313.40	130	\$ 1,027.00	130	\$ 1,027.00	78	\$ 616.20	39	\$ 308.10
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Cleaning and Maintenance														
	Sweeping (2 time/week)	Supreme Sweeper	\$ 82.80	312	\$ 25,833.60	52	\$ 4,305.60	78	\$ 6,458.40	104	\$ 8,611.20	104	\$ 8,611.20	104	\$ 8,611.20
	Trash/Debris Removal (2 times/wk)	ShelterClean	\$ 28.10	832	\$ 23,379.20	104	\$ 2,922.40	104	\$ 2,922.40	104	\$ 2,922.40	52	\$ 1,461.20	26	\$ 730.60
3	Landscaping/Irrigation	ShelterClean	\$ 28.10	8320	\$ 233,792.00	624	\$ 17,534.40	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Total Fixed Cost By Location				\$ 417,792.70		\$ 41,930.20		\$ 13,028.60		\$ 15,181.40		\$ 13,137.80		\$ 10,874.50
*	Graffiti Removal	ShelterClean	\$ 52.90												

* Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	LA River West Valley Segment		LA River		San Fernando Road Phase I		San Fernando Road Phase II		Will Rogers State Beach		Expo Line	
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost
1	Management														
	Inspection Staff Salary	ShelterClean	\$ 40.50	52	\$ 2,106.00	104	\$ 4,212.00	52	\$ 2,106.00	52	\$ 2,106.00	52	\$ 2,106.00	52	\$ 2,106.00
	Other Staff Salary	ShelterClean	\$ 36.00	0	\$ -	0	\$ -	208	\$ 7,488.00	208	\$ 7,488.00	0	\$ -	208	\$ 7,488.00
	Employee Benefits	ShelterClean	\$ 3.30	156	\$ 514.80	546	\$ 1,801.80	884	\$ 2,917.20	884	\$ 2,917.20	156	\$ 514.80	988	\$ 3,260.40
	Equipment/Supplies	ShelterClean	\$ 7.90	130	\$ 1,027.00	494	\$ 3,902.60	520	\$ 4,108.00	520	\$ 4,108.00	130	\$ 1,027.00	598	\$ 4,724.20
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Cleaning and Maintenance														
	Sweeping (2 time/week)	Supreme Sweeper	\$ 82.80	52	\$ 4,305.60	156	\$ 12,916.80	52	\$ 4,305.60	78	\$ 6,458.40	78	\$ 6,458.40	78	\$ 6,458.40
	Trash/Debris Removal (2 times/wk)	ShelterClean	\$ 28.10	104	\$ 2,922.40	442	\$ 12,420.20	156	\$ 4,383.60	156	\$ 4,383.60	104	\$ 2,922.40	208	\$ 5,844.80
3	Landscaping/Irrigation	ShelterClean	\$ 28.10	0	\$ -	0	\$ -	468	\$ 13,150.80	468	\$ 13,150.80	0	\$ -	520	\$ 14,612.00
	Total Fixed Cost By Location				\$ 10,875.80		\$ 35,253.40		\$ 38,459.20		\$ 40,612.00		\$ 13,028.60		\$ 44,493.80
*	Graffiti Removal	ShelterClean	\$ 52.90												

* Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost

BIKE PATH FACILITIES FIXED COSTS - YEAR 5

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	Orange Line		Chandler Boulevard		Arroyo Seco		Ballona Creek		Brown's Creek		Harbor Park	
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost
1	Management														
	Inspection Staff Salary	ShelterClean	\$ 42.10	234	\$ 9,851.40	52	\$ 2,189.20	52	\$ 2,189.20	52	\$ 2,189.20	52	\$ 2,189.20	26	\$ 1,094.60
	Other Staff Salary	ShelterClean	\$ 37.40	1248	\$ 46,675.20	208	\$ 7,779.20	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Employee Benefits	ShelterClean	\$ 3.40	10634	\$ 36,155.60	988	\$ 3,359.20	156	\$ 530.40	156	\$ 530.40	104	\$ 353.60	52	\$ 176.80
	Equipment/Supplies	ShelterClean	\$ 8.20	5733	\$ 47,010.60	546	\$ 4,477.20	130	\$ 1,066.00	130	\$ 1,066.00	78	\$ 639.60	39	\$ 319.80
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Cleaning and Maintenance														
	Sweeping (2 time/week)	Supreme Sweeper	\$ 86.10	312	\$ 26,863.20	52	\$ 4,477.20	78	\$ 6,715.80	104	\$ 8,954.40	104	\$ 8,954.40	104	\$ 8,954.40
	Trash/Debris Removal (2 times/wk)	ShelterClean	\$ 29.20	832	\$ 24,294.40	104	\$ 3,036.80	104	\$ 3,036.80	104	\$ 3,036.80	52	\$ 1,518.40	26	\$ 759.20
3	Landscaping/Irrigation	ShelterClean	\$ 29.20	8320	\$ 242,944.00	624	\$ 18,220.80	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Total Fixed Cost By Location				\$ 433,794.40		\$ 43,539.60		\$ 13,538.20		\$ 15,776.80		\$ 13,655.20		\$ 11,304.80
*	Graffiti Removal	ShelterClean	\$ 55.00												

* Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost

Task	FIXED COST	Name of Contractor/ Subcontractor	Hourly Rate	LA River West Valley Segment		LA River		San Fernando Road Phase I		San Fernando Road Phase II		Will Rogers State Beach		Expo Line	
				Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost	Annual Hours	Total Cost
1	Management														
	Inspection Staff Salary	ShelterClean	\$ 42.10	52	\$ 2,189.20	104	\$ 4,378.40	52	\$ 2,189.20	52	\$ 2,189.20	52	\$ 2,189.20	52	\$ 2,189.20
	Other Staff Salary	ShelterClean	\$ 37.40	0	\$ -	0	\$ -	208	\$ 7,779.20	208	\$ 7,779.20	0	\$ -	208	\$ 7,779.20
	Employee Benefits	ShelterClean	\$ 3.40	156	\$ 530.40	546	\$ 1,856.40	884	\$ 3,005.60	884	\$ 3,005.60	156	\$ 530.40	988	\$ 3,359.20
	Equipment/Supplies	ShelterClean	\$ 8.20	130	\$ 1,066.00	494	\$ 4,050.80	520	\$ 4,264.00	520	\$ 4,264.00	130	\$ 1,066.00	598	\$ 4,903.60
	Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2	Cleaning and Maintenance														
	Sweeping (2 time/week)	Supreme Sweeper	\$ 86.10	52	\$ 4,477.20	156	\$ 13,431.60	52	\$ 4,477.20	78	\$ 6,715.80	78	\$ 6,715.80	78	\$ 6,715.80
	Trash/Debris Removal (2 times/wk)	ShelterClean	\$ 29.20	104	\$ 3,036.80	442	\$ 12,906.40	156	\$ 4,555.20	156	\$ 4,555.20	104	\$ 3,036.80	208	\$ 6,073.60
3	Landscaping/Irrigation	ShelterClean	\$ 29.20	0	\$ -	0	\$ -	468	\$ 13,665.60	468	\$ 13,665.60	0	\$ -	520	\$ 15,184.00
	Total Fixed Cost By Location				\$ 11,299.60		\$ 36,623.60		\$ 39,936.00		\$ 42,174.60		\$ 13,538.20		\$ 46,204.60
*	Graffiti Removal	ShelterClean	\$ 55.00												

* Graffiti Removal is a variable cost and should not be included in the Total Fixed Cost

ATTACHMENT D
VARIABLE COSTS OR UNSCHEDULED WORK RATES

VARIABLE COSTS OR UNSCHEDULED WORK RATES

JOB TYPE	LABOR COST	MATERIALS COST	TOTAL COST
Groundcover Replacement (Cost per Flat with Labor)	\$ 18.00	\$ 20.00	\$ 38.00
Sod Replacement (Per Square Foot)	\$ 1.00	\$ 1.50	\$ 2.50
Tree Replacement (Common 15 Gal with Labor)	\$ 69.00	\$ 57.50	\$ 126.50
Tree Replacement (Common 24" Box) Includes Stakes & Ties	\$ 190.00	\$ 201.00	\$ 391.00
Emergency Tree Removal Including Stump (Cost per Tree with Labor)	Quoted, Depends on Size		\$ -
Emergency Tree Trimming (Cost per Tree with Labor)	Quoted, Depends on Size		\$ -
Emergency Tree Restraightening and Restaking	Quoted, Depends on Size		\$ -
Restaking of Trees on Off-Scheduled Service Days	\$ 50.00	\$ 11.50	\$ 61.50
Sprinkler Head Upgrade: Screw on Pop-Up	\$ 17.00	\$ 8.00	\$ 25.00
Sprinkler Head Upgrade: Screw on Bubbler	\$ 8.00	\$ 8.00	\$ 16.00
Sprinkler Head Replacement, Repair Broken Riser, Fitting, etc.	\$ 33.00	\$ 11.50	\$ 44.50
Sprinkler Pipe Repair: Broken Feeder Line	\$ 67.00	\$ 29.00	\$ 96.00
Sprinkler Pipe Repair: Broken Main Line	\$ 200.00	\$ 63.25	\$ 263.25
Sprinkler Valve Repair: Inline Type	\$ 200.00	\$ 172.50	\$ 372.50
Insecticide Application (Per Square Foot)	\$ 3.00	\$ 3.45	\$ 6.45
Herbicide Application (Per Square Foot)	\$ 3.00	\$ 3.45	\$ 6.45
Gopher Control (Estimate)	Quoted, Depends on Size		\$ -
General Hourly Rate (1 Employee & 1 Vehicle)	\$ 38.00	N/A	\$ 38.00
Specialist Hourly Rate (1 Employee & 1 Vehicle)	\$ 52.00	N/A	\$ 52.00
All costs should be quoted as per single incident.			
CPI increases will apply to years 2 - 5.			