

0150-13077-0000

TRANSMITTAL

TO The City Council	DATE 11/06/2025	COUNCIL FILE NO. N/A
FROM The Mayor		COUNCIL DISTRICT N/A

**AUTHORIZATION TO EXECUTE A FIRST AMENDMENT WITH BYD MOTORS, LLC.
TO COMPLETE INSTALLATION OF 10 AC BUS CHARGERS
AND PROVIDE ONE-YEAR MAINTENANCE WARRANTY.**

Transmitted for your consideration. The Council has 60 days from the date of the receipt to act; otherwise, the agreement will be deemed approved pursuant Administrative Code Section 10.5(a). See the City Administrative Officer report attached.



MAYOR
(Jenny Delwood for)

MWS:ADN:06260015t

CAO 649-d

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

To: The Mayor	Date: 10-29-25	C.D. No. N/A	CAO File No.: 0150-13077-0000
Contracting Department/Bureau: Department of Transportation		Contact: Lindsey Estes (213) 928-9772	
Reference: Department of Transportation report dated September 16, 2025 referred by the Mayor's office on September 17, 2025.			
Purpose of Contract: To complete the installation of 10 new AC bus chargers with Charge Management System Equipment at the Compton Maintenance Facility located at 14011 South Central Avenue, Los Angeles, California and to provide one year maintenance warranty.			
Type of Contract: () New contract (X) Amendment, Contract No. C-142704	Contract Term Dates: March 2, 2023 – March 2, 2027 (24-month extension)		
Contract/Amendment Amount: \$1,075,921			
Proposed amount \$ 0 + Prior award(s) \$ 1,075,921 = Total \$ 1,075,921			
Source of funds: Proposition A Local Transit Assistance Fund			
Name of Contractor: BYD Motors, LLC			
Address: 1800 S Figueroa Street, Los Angeles, CA 90015			
	Yes	No	N/A
1. Council has approved the purpose	X		Contractor has complied with:
2. Appropriated funds are available	X		8. Business Inclusion Program
3. Charter Section 1022 findings completed	X		9. Equal Benefits & First Source Hiring Ordinances
4. Proposals have been requested	X		10. Contractor Responsibility Ordinance
5. Risk Management review completed	X		11. Disclosure Ordinances
6. Standard Provisions for City Contracts included	X		12. Bidder Certification CEC Form 50
7. Workforce that resides in the City: N/A%			13. Prohibited Contributors (Bidders) CEC Form 55
			14. California Iran Contracting Act of 2010

RECOMMENDATION

That the Mayor and City Council authorize the Los Angeles Department of Transportation (LADOT) General Manager, or designee, to execute a 24-month extension, from March 2, 2025, to March 2, 2027 with BYD Motors, LLC for the installation of 10 new AC bus chargers with Charge Management System Equipment at the Compton Maintenance Facility for a total cost of \$1,075,921.

SUMMARY

On March 2, 2023, the City of Los Angeles entered into a two-year agreement, from March 2, 2023 to March 2, 2025, with BYD Motors, LLC. for the installation of 10 new AC bus chargers with Charge Management System Equipment at the Compton Maintenance Facility located at 14011 South Central Avenue, Los Angeles, California.

LADOT reports that construction has reached substantial completion with only striping work remaining before the energization of the chargers in coordination with Southern California Edison (SCE) occurs. LADOT is working with SCE to schedule the power outage and re-energization exercise by early November.

<i>Andrew Varei</i>		<i>Ruth J. Hulson</i>	
ADN	Analyst	0150-13077-0000	City Administrative Officer
CAO 661 Rev. 04/2019			

LADOT initially requested a first amendment to extend the agreement by 18-months as the warranty start date period will not begin until after a planned power outage takes place at the final stage of construction. The extension will allow LADOT to utilize the one-year maintenance warranty that is included with the purchase of the bus charging systems. However, due to the scheduling of the power outage being at SCE's discretion and which has yet to be determined, LADOT is now requesting a 24-month extension. This Office agrees with LADOT and recommends a 24-month extension to March 2, 2027 to maximize the one year warranty provided by BYD Motors, LLC. The proposed amendment does not involve an increase to the contract ceiling and will only serve to extend the term of the contract from March 2, 2023 through March 2, 2027. LADOT plans to release a Request for Proposals (RFP) to handle all future transit wide charger maintenance following the warranty period. LADOT will request assistance from the General Services Department for maintenance services in the interim should the RFP process extend beyond the warranty period.

FISCAL IMPACT STATEMENT

Funding for these services has been set aside in the Proposition A Local Transit Assistance Fund 2025-26 Adopted Budget. Funding for future maintenance of the chargers is subject to Mayor and Council approval, the availability of funds, and will be appropriated through the City annual budget development process. The recommendation in this report complies with the City Financial Policies in that budgeted funds are available for this purpose. There is no impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The action recommended in this report complies with the City Financial Policies in that the City financial obligation is limited to current appropriations. Funding for maintenance is subject to the availability of funds and determinations by Mayor and Council.

MWS:ADN:06260015

**FIRST AMENDMENT TO AGREEMENT NO. C-142704
BETWEEN THE CITY OF LOS ANGELES AND BYD MOTORS LLC
FOR THE COMPTON YARD INSTALLATION OF ELECTRIC BUS CHARGERS
FOR THE LADOT COMMUNITY DASH PROGRAM**

THIS FIRST AMENDMENT to Agreement No. C-142704 ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, (hereinafter referred to as "CITY"), a municipal corporation, acting by and through the Los Angeles Department of Transportation (hereinafter referred to as "LADOT"), and BYD Motors LLC (hereinafter referred to as the "CONTRACTOR"), a Delaware Limited Liability Company, referred to collectively as "Parties" and individually as "Party," is entered into with reference to the following:

WITNESSETH

WHEREAS, LADOT desires to install (ten) 10 new 80kW alternating current (AC) Bus Chargers with the Charge Management System (CMS) Equipment at the Compton Transit Maintenance Facility located at 14011 South Central Ave, Los Angeles, California 90059, also known as the "Compton Yard" for the operation of the DASH service; and

WHEREAS, on November 9, 2017, the CITY's City Council directed LADOT to take numerous actions to ensure a transition to a one hundred percent (100%) zero-emission bus fleet by 2030 or earlier (C.F. 17-0739); and

WHEREAS, on June 19, 2018, the CITY's City Council authorized LADOT to accept and obligate a State Transit and Intercity Rail Capital Program (TIRCP) grant for the purchase of battery-electric buses, chargers, and electrification upgrades to bus maintenance facilities and network integration (C.F. 18-0487); and

WHEREAS, on October 26, 2018, the CITY's City Council authorized LADOT to enter into contracts with select bus manufacturers to purchase battery-electric buses as part of the Transit Intercity Rail Capital Program grant award (C.F. 18-0244); and

WHEREAS, on December 20, 2016, the Georgia State Department of Administrative Services (DOAS) issued a Request for Proposals (RFP), Bid Number: 99999-SPD-SPD0000138, to establish a comprehensive supply base capable of providing an extensive variety and quantity of transit buses and other related vehicles that meet varying levels/types of requirements as set forth by local, state and/or federal transit organizations; and

WHEREAS, the CONTRACTOR submitted proposals in response to the Georgia State DOAS RFP; and on July 1, 2018, Georgia State DOAS executed an agreement with the CONTRACTOR (the "State of Georgia Contract") for the manufacturing of thirty-foot (30-foot) heavy-duty electric-powered transit Buses provided with Chargers (Contract Number: 99999-001-SPD0000138-0008); and

WHEREAS, the Georgia State DOAS RFP allows for the assignment of vehicles to other agencies upon authorization by the State Purchasing Division; and

WHEREAS, the Los Angeles City Charter Section 371 allows for contracts for a cooperative arrangement with other governmental agencies for the utilization of purchasing and services contracts of those agencies and any implementing agreements; and

WHEREAS, on August 22, 2019, the Georgia State Purchasing Division provided the CITY written authorization to purchase electric buses through their master contract; and

WHEREAS, the master contract also allows for the design and installation of Chargers and construction of charging infrastructure to make the electric Buses operational; and

WHEREAS, the CONTRACTOR has the management, technical and hardware expertise, and financial viability necessary to function as the Charger installer; and

WHEREAS, on October 25, 2019, LADOT entered into Agreement C-134342, wherein the CONTRACTOR agreed to provide one hundred thirty (130) new K7M 30-foot heavy-duty electric-powered transit Buses, including ten (10) 80kW AC (alternating current) Chargers in the time and manner set forth in the RFP, Proposals, and this Agreement; and

WHEREAS, the services to be performed by the CONTRACTOR are of a specialized and technical nature and cannot be provided by CITY employees; and

WHEREAS, it is more feasible, efficient, and expeditious for this work to be performed by a CONTRACTOR who possesses the requisite experience and expertise; and

WHEREAS, on March 2, 2023, the Parties entered into Agreement No. C-142704, wherein the CONTRACTOR agreed to install ten (10) new 80kW alternating current (AC) Bus Chargers with the Charge Management System (CMS) Equipment at the Compton Yard; and

WHEREAS, LADOT desires in this First Amendment to Agreement No. C-142704 to: a) update the representatives of the Parties to the Agreement and the Parties that shall be provided any and all notices; b) extend the term of the Agreement for twenty four (24) months, changing the original Agreement period of March 2, 2023, through March 2, 2025, to March 2, 2023, through March 2, 2027, for a total contractual term of four years; and, c) update the Standard Provisions for City Contracts (Rev. 1/25 [v.2]);

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Section 2. PARTIES TO THE AGREEMENT, REPRESENTATIVES, AND NOTICES**, Subsection 2.2.1 is amended and replaced in its entirety to read as follows:

2.2.1 The CITY's representative is unless otherwise stated in the Agreement:

Laura Rubio-Cornejo
General Manager
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California 90012

With copies to:

Brian Lee
Chief of Transit Programs
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California 90012
Email: brian.k.lee@lacity.org

Bryan Ochoa
Supervising Transportation Planner I
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California 90012
Email: bryan.ochoa@lacity.org

2. **Section 2.3 - NOTICES** is amended and replaced in its entirety to read as follows:

2.3 Notices. Formal notices, demands and communications to be given hereunder by either Party shall be made in writing (hardcopy or email) and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing, or sent by email to at least two (2) email addresses as follows:

If to the CITY:

LADOT General Manager
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California 90012
Email: brian.k.lee@lacity.org and bryan.ochoa@lacity.org

If to the CONTRACTOR:

BYD Motors LLC
3465 E Foothill Blvd.
Pasadena, California 91107
Email: notices@ride.co, patrick.duan@ride.co (Co-CEO), and jj.zhang@ride.co
(Contract Administrator)

Notwithstanding the foregoing, if the name and/or address of the person designated to receive the notices, demands, or communications is changed, written notice shall be given, in accordance with this Section 2.3, within five (5) business days.

3. **Section 3. TERM OF THE AGREEMENT**, Section 3 - TERM OF THE AGREEMENT is hereby amended and replaced in its entirety, and the new Subsection 3.1 - Term and the new Subsection 3.2 - Ratification are added immediately following Section 3 - TERM OF THE AGREEMENT, to read as follows:

3. TERM OF THE AGREEMENT

3.1 Term. This Agreement commenced on March 2, 2023, and shall be in effect through March 2, 2027, for a total of four years, unless otherwise terminated in accordance with the termination provisions herein.

3.2 Ratification. The CONTRACTOR may have provided prior services to the City of Los Angeles under the terms of an executed Agreement, which included a requirement to adhere to the City's Standard Provisions for City Contracts. To the extent that the CONTRACTOR provided services to the CITY prior to the execution of this extension, and the CONTRACTOR'S services were performed in accordance with the terms and conditions of this extension and the original Agreement, including the City's Standard Provisions for City Contracts, those services are hereby ratified.

4. **Section 14. STANDARD PROVISIONS FOR CITY CONTRACTS**, is hereby amended and replaced in its entirety to read as follows:

By entering into this Agreement with the CITY, the CONTRACTOR agrees to abide by the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), which is attached hereto and incorporated herein as Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]).

5. **Section 18. COVID-19 VACCINATION ORDINANCE** is hereby deleted in its entirety.

6. **Attachment A - Standard Provisions for City Contracts (Rev. 9/22 [v.1])**, is hereby replaced in its entirety by Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein.

7. Effective the date of attestation by the Los Angeles City Clerk of this First Amendment to Agreement No. C-142704, all references to any version of the Standard Provisions for City Contracts throughout this Agreement No. C-142704 are hereby deleted and replaced with the following: Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]).

8. Except as herein amended, all other terms and conditions of this Agreement shall remain in full force and effect.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

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

THE CITY OF LOS ANGELES

a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____

Laura Rubio-Cornejo
General Manager
Department of Transportation

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN-SOTO, City Attorney

By: _____

Kevin Dufner
Deputy City Attorney

Date: _____

ATTEST:
PETTY F. SANTOS, Interim City Clerk

By: _____

Date: _____

City Business License Number: **XXX**

Internal Revenue Service Taxpayer Identification Number: **XXX**

City Contracts Agreement Number: Legacy Contract No. C-142704, RAMP Contract No. **xxx**

Council File Number: **XXX**

BYD MOTORS LLC

a Delaware Limited Liability Company

Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, **and** one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____