

CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: January 23, 2026

To: Honorable City Council
C/O City Clerk, Room 395
Attention: Honorable Heather Hutt, Chair, Transportation Committee

From: Laura Rubio-Cornejo, General Manager
Department of Transportation 

Subject: **AUTHORITY TO ISSUE A REQUEST FOR PROPOSALS FOR FACILITY MAINTENANCE AND SIGNPOSTING SERVICES**

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authorization to release a Request for Proposals (RFP) for Facility Maintenance and Signposting Services. Pursuant to the Los Angeles Administrative Code Section 10.4, LADOT submits this report and RFP to the Los Angeles City Council (Council) for consideration and will release the RFP after the required 10-day review period.

RECOMMENDATION

AUTHORIZE the LADOT General Manager to release an RFP for Facility Maintenance and Signposting Services for a five-year (5) contract term.

BACKGROUND

The City of Los Angeles Department of Transportation is seeking proposals from qualified and licensed professionals to provide facility maintenance and signposting services. Under the current Transit facility maintenance contract, LADOT Transit manages and maintains 12 facilities: five Metrolink Stations, two Park and Ride lots, four parking lots/vacant lots, and one transit hub. Facility maintenance is funded through the Proposition A Local Transit Assistance (PALTA) Fund.

Independently, through a separate contract, LADOT works with a contractor that provides Transit signposting. In an effort to save costs and consolidate work done at these locations, LADOT has removed the signposting scope of work from the separate contract and included the scope of work within this RFP. The Transit signposting is funded through the Proposition A Local Transit Assistance (PALTA) Fund.

DISCUSSION

LADOT and the City are committed to meeting environmental sustainability goals and transition to a 100% zero-emission bus fleet. Attaining this goal necessitates LADOT purchasing and leasing new facilities (e.g. for bus charging, bus parking facilities, and maintenance) that the City and LADOT are subsequently responsible for managing or/and maintaining.

LADOT is working to prepare for special events and celebrations that may occur in the City, as well as the 2026 FIFA World Cup, 2027 Super Bowl, the 2028 Olympic Games, and the 2028 Special Olympic Games. “We are preparing to be on the world stage in a way that will benefit every corner of Los Angeles by expanding and improving the transportation system in a sustainable way that creates good paying union jobs,” said Mayor Bass.

LADOT Transit Bureau is issuing this Request for Proposals (RFP) from qualified and licensed proposers to manage and maintain LADOT Transit facilities and Transit signage, as well as for additional facilities and signage that become the Transit Bureau or the Department’s responsibility during the term of the contract.

LADOT intends to award one contract to serve the Department’s needs. Subject to the approval of the Mayor, the contract will have a term of five (5) years. Transit Facilities and signage are funded by the Proposition A Local Transit Assistance (PALTA) Fund.

The current Transit Facility Maintenance contract expired on September 30, 2024, though to prevent a disruption in service, LADOT amended the contract and extended the term until a new contract could be awarded (C.F. 19-1250).

The Transit Facility Maintenance contract has been extended for a period of one (1) year and six (6) months, from October 1, 2024 to March 31, 2026, with an option for up to six (6) additional months, on a month-to-month basis from April 1, 2026 to September 30, 2026, for a total of 24 months. It is imperative that LADOT establishes a new contract. Ensuring the uninterrupted operation of Transit Facilities Maintenance is in the public’s interest. Not only is Transit Facility Maintenance necessary for the continued operation of the City’s commuter rail stations, commuter park and ride parking lots, and a transit hub, but additionally LADOT Transit is now also responsible for newly acquired parcels of land that it plans to develop to meet the City’s bus electrification goals.

This contract is also to provide maintenance for additional department facilities and signage services that become the department’s responsibility during the term of this contract. It is imperative that LADOT Transit and the Department has the capability to provide facility maintenance services for new properties that the department purchases or leases during the term of this contract and consequently becomes responsible for maintaining. Additionally, having the capability to post signage at new locations

is imperative for the City and Department to adequately maintain City transportation services for the public as well as for new projects/programs and special events that the Department may suddenly be called upon for, and that may quickly evolve.

FISCAL IMPACT

There is no fiscal impact on the General Fund. Services provided for Transit Facilities are funded by Proposition A, Fund 385, Account 427 - Transit Facility Security & Maintenance. Transit Signage services are funded by Proposition A, Fund 385, Account 420 - Transit Store.

REQUEST FOR PROPOSALS

Facilities Maintenance and Signposting Services

RAMP ID #216028



CITY OF LOS ANGELES

DEPARTMENT OF TRANSPORTATION

Caltrans Building

100 South Main Street, 10TH Floor

Los Angeles, California 90012

RFP Published: Thursday, February 5, 2026, at 12:00 PM PT

Mandatory Pre-Proposal Meeting: Thursday, February 26, 2026, at 10:00 AM PT

BIP Outreach Deadline: Wednesday, March 18, 2026, at 12:00 AM PT (midnight)

Submission Deadline: Thursday, April 2, 2026, at 3:00 PM PT

REQUEST FOR PROPOSALS (RFP) OVERVIEW

RFP PUBLISHED:	Thursday, February 5, 2026, at 12:00 PM PT
RAMP ID NUMBER:	RAMP ID Number 216028
TITLE:	RFP Facilities Maintenance and Signposting Services
DESCRIPTION:	The City of Los Angeles Department of Transportation is seeking proposals from qualified Proposers to manage, maintain, and landscape twelve (12) LADOT facilities. The facilities include: five (5) Metrolink Stations, two (2) Park-and- Ride lots, one (1) Passenger Transit Hub, and one (1) vacant lot. In addition to these nine (9) facilities, work shall be completed at three (3) additional facilities on an as-needed basis. The Proposer shall also conduct sign management and maintenance.
MANDATORY, VIRTUAL PRE-PROPOSAL CONFERENCE:	Thursday, February 26, 2026, at 10:00 AM PT Register in advance for the Mandatory Pre-Proposal Conference using the following link: https://us02web.zoom.us/j/88078630371 Prospective respondents who fail to attend or meet the following attendance requirements for this conference will not be eligible to submit a response to this RFP. • Attendance is mandatory • Attendees who are more than fifteen (15) minutes late from the scheduled start time of the conference will not receive attendance credit • At least one (1) representative from each proposer’s company shall be present and remain logged into the conference from the start of the meeting until the conference is officially concluded by the LADOT.
DEADLINE FOR PROPOSERS QUESTIONS:	Thursday, March 5, 2026, at 5:00 PM PT Proposers shall submit all questions and inquiries regarding this RFP, in writing, via Google Form, https://forms.gle/2FrhDoXAkDemCREA. Questions received after the deadline will remain unanswered.
RESPONSES TO PROPOSERS QUESTIONS:	Friday, March 13, 2026, at 5:00 PM PT (Tentative) LADOT will answer all questions from proposers or announce any revisions to the RFP on the RAMP website, https://www.rampla.org/s/, in the RFP Opportunity Listing, through written Addenda. No individual responses will be given. LADOT is unable to provide assistance to users that need help with their BIP Outreach, Summary Issues, or RAMP Business Profiles. For RAMP assistance, please visit the RAMP website and click on Support or navigate to https://www.rampla.org/s/support. There are a number of manuals published on the RAMP website that may provide instructions to resolve issues that users may experience. If these manuals do not work, please submit a RAMP help ticket for additional assistance, by visiting https://cityoflaprod.service-now.com/rampla.

BIP OUTREACH DEADLINE:	Wednesday, March 18, 2026, at 12:00 AM PT (midnight) It is recommended that all Proposers begin the BIP Outreach Process as soon as the determination is made to participate in this contractual opportunity. The BIP Outreach Process is lengthy and failure to comply with the BIP Outreach requirements shall result in the Proposal being deemed non-responsive and will eliminate the Proposer from the selection process. Refer to the RAMP Business Inclusion Program (BIP) Walkthrough Manual for BIP program information and outreach instructions.
PROPOSAL DEADLINE:	Thursday, April 2, 2026, at 3:00 PM PT
PROPOSAL DELIVERY ADDRESS:	All solicitation responses shall be received by the proposal deadline and submitted electronically through Hightail (https://www.hightail.com/lite-signup) to lindsey.estes@lacity.org and ladot.transitcontracts@lacity.org. LADOT will not accept hard copy proposal responses, including those delivered by hand, USPS, or other mail couriers.
PROJECT MANAGER:	Bryan Ochoa Supervising Transportation Planner I Bureau of Transit Programs, Mobility Management Office bryan.ochoa@lacity.org Kari Derderian Supervising Transportation Planner II Bureau of Transit Programs, Mobility Management Office kari.derderian@lacity.org
RFP ADMINISTRATOR:	Lindsey Estes LADOT Department Contract Coordinator lindsey.estes@lacity.org

TABLE OF CONTENTS

1. Introduction and Background.....	8
1.1 Objective of the Request for Proposals (RFP).....	8
1.2 Program Background.....	8
1.3 Program Goals.....	9
2. Schedule for the RFP Process.....	10
3. Personnel.....	11
3.1 Staffing Requirements.....	11
3.2 Facilities and Signs Management, Subcontractor Relationships and Specialized Expertise.....	12
3.2.1: Base Services.....	12
3.2.2: As-Needed Services and Capital Improvement:.....	12
3.2.3: Subcontractor Prequalification and Commitments.....	12
3.3 Required Staffing Plan and Required Key Project Personnel.....	13
3.3.1: Key Project Personnel.....	13
3.3.2 Contractor’s Facilities Manager.....	13
3.3.3 Replacement of Personnel.....	15
3.3.4 Personnel Work Schedules.....	15
3.3.5 Subcontractor Requirements for Specified and Non-Self-Performed Work.....	15
4. Scope of Work.....	15
4.1 Task 1: Facilities Management.....	16
Subtask 1.1: Develop Facilities Management Plan.....	16
Subtask 1.2: Project Kick-off Meeting.....	16
Subtask 1.3: Facilities Site Visits and Inspections.....	16
Subtask 1.4: Weekly Facilities Management Meetings.....	18
Subtask 1.5: Monthly Facilities Management, Progress, and Budget Report (Monthly Report)....	18
Subtask 1.6: Budget Management.....	19
Subtask 1.7: Digital Facilities Management System.....	19
Subtask 1.8: Cloud-Based Project Folder.....	19
Subtask 1.9: Contractor’s Administrative Headquarters.....	20
Subtask 1.10: Contractor Hotline and Email for Service Requests.....	20
Subtask 1.11: Customer Comments and Complaints.....	21
Subtask 1.12: Outages, Disruption of Services, and Emergencies.....	22
Subtask 1.13: Green Initiatives.....	22
Subtask 1.14: Noise.....	23
Subtask 1.15: Contractor Materials and Equipment.....	23
Subtask 1.16: Utilities.....	23
Subtask 1.17: Special Events and Special Requests.....	24
Subtask 1.18: Security and Uniformed Attendant Coordination.....	24
4.2 Task 2: Landscaping and Irrigation.....	25
Subtask 2.1: Landscape Elements and Irrigation System and Assets Inventory.....	25
Subtask 2.2: Start-Up Landscape Clean-Up and Plant Replacement Plan.....	25
Subtask 2.3: Scheduled Landscaping.....	26
Subtask 2.4: As-Needed Landscaping Under \$10,000.....	26

Subtask 2.5: As-Needed Landscaping Exceeding \$10,000.....	26
4.3 Task 3: Cleaning and Maintenance.....	27
Subtask 3.1: Facilities Systems and Components Asset Inventory.....	27
Subtask 3.2: Facilities Systems and Components Asset Management Plan.....	28
Subtask 3.3: Preventative Maintenance.....	28
Subtask 3.4: Scheduled Maintenance.....	29
Subtask 3.5: Scheduled and As-Needed Work, Maintenance and Janitorial.....	29
Subtask 3.6: As-Needed Facilities Maintenance and Capital Improvements Less Than \$10,000...	30
Subtask 3.7: As-Needed Facilities Maintenance and Capital Improvements Over \$10,000.....	30
Subtask 3.8: Waste Removal and Hazardous Materials.....	32
4.4 Task 4: Sign Management and Maintenance.....	32
Subtask 4.1: Develop Sign Management and Maintenance Plan.....	32
Subtask 4.2: As-Needed Installation, Removal, or Relocation of Signs (Variable Costs).....	33
Subtask 4.3: Scheduled Sign Maintenance (Fixed Costs).....	34
Subtask 4.4: As-Needed Sign & Bus Stop Landscaping (Fixed Cost).....	34
Subtask 4.5: Expedited Service and Emergency Call-Outs (Variable Cost).....	35
Subtask 4.6: Receipt and Storage of Sign Materials (Fixed Costs).....	35
Subtask 4.7: Performance Standards.....	36
4.5 Task 5: Additional Facilities & Additional Signs (Variable Cost).....	36
4.6 Task 6: Contract Close-Out and Turnover.....	37
5. Performance Standards and Performance Penalties.....	37
5.1 Cleanliness and Graffiti Removal.....	38
5.2 Adherence to Task Performance Schedule.....	38
5.3 Depot Building Maintenance.....	38
5.4 Landscaping and Irrigation.....	38
5.5 Mechanical Systems.....	38
5.6 Notifications.....	39
5.7 Key Project Personnel, Alternate and Replacement Staff.....	39
5.8 Subcontractor Non-Compliance.....	39
5.9 Cure Period and Repeated Non-Performance.....	39
6. Proposal Format and Submission.....	40
6.1 Proposal Content.....	40
6.1.1 Cover Letter.....	40
6.1.2 Table of Contents.....	41
6.1.3 Company Profile.....	41
6.1.4 Proposer Qualifications.....	42
6.1.5 References.....	42
6.1.6 Staffing and Organization.....	43
6.1.7 Operating Methodology & Plans.....	43
6.1.8. Best Value Proposal.....	44
6.1.9 City Contracting Requirements.....	44
6.1.10 Financial Background Statement.....	45
6.2 Submitting Proposals.....	45

6.3 Mandatory, Virtual Pre-Proposal Conference.....	46
6.4 RFP Addenda/Clarifications.....	47
6.5 Acceptance of Terms and Conditions.....	47
6.6 Proposal Conditions and Limitations.....	47
6.7 Conference During the Proposal Period.....	48
6.8 Terms of Withdrawal.....	48
6.9 Execution of Proposals.....	48
6.10 Disposition of Proposals.....	48
6.11 Limitations.....	49
7. Evaluation and Selection Process.....	49
7.1 Mandatory Requirements.....	49
7.2 Evaluation Committee.....	49
7.3 Proposal Evaluation Criteria.....	50
7.3.1 Qualifications of Proposer (20 points).....	51
7.3.2 Qualifications of Staff (10 points).....	52
7.3.3 Qualifications of Subcontractors (10 points).....	53
7.3.4 Operating Methodology and Work Plans (50 points).....	53
7.3.5 Cost Effectiveness (10 points).....	54
7.4 Oral Interview.....	54
7.5 Evaluation and Forced Ranking.....	55
7.6 Local Business Preference Program Ordinance.....	55
7.7 California Labor Code §1070-1074 for Public Transit Service Contracts.....	56
7.8 Los Angeles Administrative Code Article 10 Worker Retention.....	56
7.9 Data.....	57
7.10 Confidentiality.....	57
8. Term of Contract.....	58
9. Compensation, Payment Incentives, & Invoicing.....	58
9.1 Firm Fixed Prices and Annual Price Adjustments (Years 2-5).....	59
9.2 As-Needed Work and Additional Facilities & Signs.....	60
9.1 Advanced and Progress Payments.....	60
9.2 Commissions and Markups.....	60
9.3 Early Payment Incentives.....	60
10. General Terms and Conditions.....	61
10.1 Standard Provisions for City Contracts.....	61
10.2 City Contracting Requirements.....	61
10.3 Insurance Requirements.....	61
10.4 Business Inclusion Program (BIP).....	61
10.5 Executive Directive 35 Requirements.....	62
10.6 Contractor Non-Compliance of Scope of Work.....	62
10.7 Project Findings and Ownership of Work Produced by the Contractor.....	62
10.8 Evaluation of City Personal Services Contractors.....	63
10.9 FTA Contractual Provisions.....	63
11. General City Reservations.....	63

12. Protest Procedures.....	65
12.1 Protest Timeline and Submission.....	65
12.2 Protest of Content.....	66
12.3 Protest Against Another Respondent.....	66
12.4 Contract Compliance Protest.....	66
12.6 Selection Process Protest.....	66
12.7 Protest Review Process.....	67
12.8 Protests and Subcontractors.....	67
13. Exhibits.....	67
14. Forms.....	68
15. Appendices.....	68

1. Introduction and Background

1.1 Objective of the Request for Proposals (RFP)

The City of Los Angeles Department of Transportation (hereinafter interchangeably referred to as “City” or “LADOT”) is seeking proposals, via the competitive contracting process, from qualified Proposers (hereinafter interchangeably referred to as “Proposer,” “Contractor,” or “Firm”) to manage, maintain, and landscape LADOT Transit Facilities and to manage transit bus sign maintenance fabrication and installation. LADOT intends to award one (1) five (5) year contract to the best qualified Proposer.

The ensuing contract is expected to extend through a series of national and international sporting events — the 2027 Super Bowl at SoFi Stadium, and the 2028 Summer Olympic and Paralympic Games in Los Angeles, LA28. By driving tourism in Los Angeles and increasing visitors it’s essential that public transportation is prepared to adapt. This Request for Proposals (RFP) is intended to provide flexibility and to prepare the City and LADOT for an increase and change in services that will be brought about by these sporting events. This RFP therefore attempts to account for this increase in locations serviced and an increase in the scale and/or scope of work regarding facilities management, maintenance, and landscaping and sign management, maintenance, fabrication, and installation. It is desirable that the Proposer similarly have the ability to increase work operations and is open to impromptu, special work requests.

This RFP shall result in a Facilities Management Plan, which shall be carried out at the minimum by: one (1) full-time, one-hundred percent (100%) dedicated Facilities Project Manager; one (1) full-time, one-hundred percent (100%) dedicated Facilities Manager; one (1) full-time, one-hundred percent (100%) dedicated Head or Lead Service Technician; one (1) full-time, one-hundred percent (100%) dedicated Landscape Supervisor or Head Landscaper; and full-time, part-time, and/or subcontracted staff to manage and complete facilities maintenance, landscaping, irrigation, janitorial services, capital improvements, and other tasks. The Contractor shall also develop and implement a Sign Management and Maintenance Plan, with a single Project Manager responsible for the operation of that plan.

One (1) Firm shall be selected to fulfill all the tasks outlined in Section 4 - Scope of Work. The selected Contractor may utilize subcontractors to assist with completing tasks and objectives defined in Section 4 - Scope of Work. The Contractor shall provide details on how they will effectively and efficiently accomplish all tasks and deliverables. The Contractor should also include details and demonstrate its ability to complete unscheduled and as-needed work required for the current projects as well as how it will support program goals. Lastly, the Contractor should demonstrate and/or explain its ability to increase the work scale and/or accommodate a change/addition to the scope of work currently required.

This RFP details the requirements for consideration and provides instructions on the submission and evaluation process of this contracting opportunity. All firms that meet the minimum qualifications outlined in Section 7 - Evaluation and Selection Process of this RFP are invited to submit proposals. This is a best-value procurement. This is not a low-bid procurement.

1.2 Program Background

LADOT Transit manages twelve (12) facilities. The first eight (8) facilities are located in the San Fernando Valley and require daily site visits and inspections and regular and as-needed maintenance. These eight (8) facilities include five (5) Metrolink Stations, two (2) Park-and-Ride lots, one (1) transit hub. The ninth

(9th) facility, located at 23903 Normandie Avenue, Harbor City, California 90710, is a vacant lot which, unlike the other facilities, will need site visits three (3) times a month and maintenance/cleaning as-needed. The remaining three (3) facilities are parking areas or vacant lots and will only need work on an as needed basis.

The first eight (8) facilities provide inter-modal transfers for commuters in Los Angeles. They offer a range of transportation options, including trains, buses, shuttles, taxis, bicycles, and automobiles, and are designed to provide a safe, clean, and welcoming transit experience for passengers accessing LADOT's commuter and local buses; urban, commuter, and regional rail; as well as over 20 other public transit systems across Los Angeles County. LADOT is committed to keeping its transit services organized and easy to navigate. To achieve this, LADOT ensures that accurate and well-maintained signs are posted throughout the facilities, guiding passengers through Community DASH, DASH Downtown, Commuter Express, Cityride fixed-route service, and LAnow.

Between 1992 and 2001, LADOT and LA Metro developed five (5) Metrolink Stations in the City of Los Angeles. These stations include the Chatsworth Station, Van Nuys Station, Northridge Station, Sylmar/San Fernando Station, and Sun Valley Station. Metrolink regional commuter rail service is owned and operated by the Southern California Regional Rail Authority (SCRRA), a joint powers agency composed of five county members from Los Angeles, Orange, Riverside, San Bernardino and Ventura Counties.

In 2005, the City partnered with other public and private agencies to develop the Warner Center Transit Hub, located in the southwestern San Fernando Valley area, to encourage public transit use in that region. These jointly owned properties are governed by a Memorandum of Understanding (MOU) that assigned responsibility for management and maintenance of station components, as described in Section 4 - Scope of Work.

The City owns or leases and operates the Encino Park-and-Ride, the Granada Hills Park-and-Ride, and the St. Stephens Lutheran Church Park-and-Ride. These Park-and-Ride locations are transfer points for San Fernando Valley passengers commuting to downtown Los Angeles using LADOT's Commuter Express bus service.

LADOT is committed to maintaining a cohesive and navigable transit environment that adapts to the City's evolving mobility needs. Beyond facility management, this contract encompasses the **fabrication, installation, and ongoing maintenance** of street-level signage for LADOT's current transit portfolio—including **Community DASH, DASH Downtown, Commuter Express, Cityride, and LAnow**—as well as any **future transit programs or pilot initiatives** implemented during the term of this agreement. These assets include bus stop blades, route information panels, and specialized service markers. Given the high-traffic urban environment and environmental exposure across the service areas, all signage must be fabricated to high durability standards, utilizing UV-resistant materials and anti-graffiti coatings, while remaining strictly compliant with City branding and ADA accessibility requirements. The contractor will be responsible for the full lifecycle of these signs, providing both the manufacturing of new units for service expansions and the rapid repair or replacement of damaged or weathered assets to ensure seamless wayfinding for the public.

1.3 Program Goals

The goals LADOT seeks to achieve in issuing this RFP and entering into an Agreement with a Proposer are:

- To encourage transit use by providing safe, hygienic, and welcoming surroundings for transit users,
- To provide high-quality first and last mile transit solutions for transit users, including parking, transit connections, bicycle parking, and more,
- To build engaging public spaces where transit users can convene and establish connections, and users can easily access their local destinations, and
- To install clear and accurate signage at Community DASH, DASH Downtown, Commuter Express, Cityride fixed-route service, and LAnow locations.

2. Schedule for the RFP Process

The schedule below highlights key steps for the RFP and contracting process. The City and LADOT reserve the right to adjust this schedule when appropriate or necessary.

RFP Published	Thursday, February 5, 2026, at 12:00 PM PT
Deadline to Protest RFP Content (Section 12.2 - Protest of Content)	Protests shall be sent certified mail and postmarked no later than seven (7) calendar days after the solicitation posting on the RAMP website. Protests shall also be emailed to dot.contracts@lacity.org , lindsey.estes@lacity.org , and ladot.transitcontracts@lacity.org . LADOT will respond, in writing, by certified mail, to protestor(s) within fifteen (15) calendar days of receipt of the protest(s) received via certified mail. If LADOT determines that a revision to the procurement process is appropriate, LADOT shall either extend the procurement process timeline or withdraw and reissue the solicitation. In either case, any revisions to the procurement process will be posted in the Opportunity Listing for this RFP, on RAMP, at https://www.RAMP.org/s/ .
Mandatory, Virtual Pre-Proposal Conference	Thursday, February 26, 2026, at 10:00 AM PT
Deadline for Proposers' Questions	Thursday, March 5, 2026, at 5:00 PM PT
BIP Outreach Deadline	Wednesday, March 18, 2026, at 12:00 AM PT (midnight)
Responses to Proposers' Questions Posted By	Friday, March 13, 2026, at 5:00 PM PT (Tentative)
RFP Proposal Deadline	Thursday, April 2, 2026, at 3:00 PM PT
Proposer Interviews (If deemed necessary)	May 2026 (Tentative) Proposers that are evaluated and score within the competitive range will be invited to participate in the interview process. Proposers will be provided with at least five (5) business days notice if invited to participate in an interview.
Notification of Contract Award	July 2026 (Tentative)

Deadline to Protest Selection (Section 12.5 - Selection Process Protest)	Protests shall be sent certified mail and postmarked no later than seven (7) calendar days after the RAMP notification to Proposers of a change in the solicitation status to “bidder selected.” Protests shall also be emailed to dot.contracts@lacity.org , lindsey.estes@lacity.org , and ladot.transitcontracts@lacity.org . Upon receipt of any protests of the specific selection process, the Standing Protest Committee shall review the protest(s).
Contract Execution Date	October 1, 2026 (Tentative)

3. Personnel

3.1 Staffing Requirements

The Contractor shall comply with the City of Los Angeles employment related requirements, as described within this RFP and Appendix A - Mandatory City Contracting Requirements (July 2024), attached hereto and incorporated herein. The Contractor shall be solely responsible for maintaining a qualified labor force and ensure satisfactory work performance of all employees and subcontractors, as described by this RFP and performance standards established by the City.

The Contractor shall comply with the rules and regulations City’s Living Wage Ordinance and Worker Retention Ordinance, as described within Appendix A - Mandatory City Contracting Requirements (July 2024), Section .J. Living Wage Ordinance and Worker Retention Ordinance. The proposal shall include information on employees’ wages, benefits, and incentives, and subcontractors’ costs to minimize turnover and retain a qualified labor force.

The Contractor shall be solely responsible for payment of all employees’ wages and benefits and subcontractors’ costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker’s compensation, employment insurance, and Social Security. The Contractor shall 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. The City has the right to demand removal from the Project, for reasonable cause (to be determined by the City), of any personnel furnished by the Contractor.

All Proposers shall be aware that the City’s Service Contract Worker Retention Ordinance (SCWRO) requires that when a City contract has been terminated and will be replaced by a new contractor for the same services, the outgoing contractor shall provide the successor contractor with a list of employees who meet certain requirements. The successor contractor shall retain these employees for a 90-day transition period. For more details and forms related to this ordinance, reference Appendix A - Mandatory City Contracting Requirements (July 2024), Section .J. Living Wage Ordinance and Worker Retention Ordinance.

Upon awarding the Contract and during the term of the Agreement, the Contractor is responsible for notifying the City in writing of any new hires or reassignments of management project personnel changes and any changes in proposed personnel duties or hours that deviate from the original proposal. The Contractor shall notify the City within forty-eight (48) hours of change. The City reserves the right to approve any changes to the Proposer’s proposed Key Project Personnel and other staff and any changes in the proposed personnel duties or hours.

3.2 Facilities and Signs Management, Subcontractor Relationships and Specialized Expertise

The Contractor shall provide comprehensive facilities and signage management services across City-owned transportation infrastructure. This includes, but is not limited to, maintenance, landscaping, custodial services, and upkeep of commuter rail stations, Park-and-Ride lots, bus stops, and associated public areas.

3.2.1: Base Services

The Contractor shall self-perform or manage the following core services on a routine, scheduled basis:

- Routine Maintenance: Preventative and corrective maintenance of facilities systems, including HVAC, lighting, plumbing, electrical, security, and parking lot infrastructure.
- Landscaping: Grounds maintenance including mowing, irrigation, tree trimming, and seasonal plantings.
- Custodial Services: Daily and periodic cleaning of station interiors, restrooms, waiting areas, and parking lot common areas.
- Signage: Installation, maintenance, and fabrication of public-facing signs.

3.2.2: As-Needed Services and Capital Improvement:

The Contractor shall demonstrate proven expertise—either in-house or through subcontractors—in performing work in active public and transit environments, including:

- Commuter rail stations and Park-and-Ride lots
- Public transit infrastructure
- Commercial-grade sign fabrication and installation

Subcontractors or internal staff shall have documented experience with:

- Commercial electrical systems (e.g., switchgear, transformers, control panels)
- Commercial plumbing systems (e.g., sump pumps, backflow valves, drainage)
- Rail-specific components (e.g., ADA tactile strips, platform surfacing, thermoplastic pavement markings)
- Compliance with ADA, OSHA, and transit-related safety protocols

3.2.3: Subcontractor Prequalification and Commitments

To support specialized or non-self-performed tasks described in Section 3.2.2 - As-Needed Services and Capital Improvements, the Contractor shall maintain formal, pre-established relationships with subcontractors qualified to work in active transit environments. Minimum qualifications include:

- Relevant experience working on or near live rail platforms and transit facilities
- Proven history securing Right of Entry and similar permits
- Certification in Rail Safety Training (or equivalent)
- Regulatory compliance and performance history free from default or debarment

Subcontractors shall be pre-identified in the proposal with letters of commitment or existing agreements included. The Contractor shall update the list annually or upon request and notify the City immediately of any changes affecting subcontractor availability.

3.3 Required Staffing Plan and Required Key Project Personnel

The Proposer shall provide a Staffing Plan in their proposal that describes in detail the performance, function, tasks, and requirements necessary of Key Project Personnel, supervisory staff, and other personnel as deemed necessary for the services described in this RFP. An essential component of this Staffing Plan requires a list of necessary positions and an organizational chart to support provisions of services (Refer to Section 6.1.6 – Staffing and Organization).

3.3.1: Key Project Personnel

The City expects that the proposed personnel will commence the work upon award of contract. Key Project Personnel positions shall be filled by the first day no later than two weeks after contract award. The Proposer shall not change the Contractor's Key Project Personnel unless there is a compelling reason. Should there be a change to the proposed personnel, the Proposer shall immediately notify LADOT in writing and explain the reason for the change. The Contractor's Key Project Personnel shall include, at a minimum:

- Contractor's Facilities Project Manager (PM)
- Facilities Manager
- Facilities Head or Lead Service Technician
- Facilities Landscape Supervisor or Head Landscaper
- Contractor's Project Manager (PM) assigned to Sign Management and Maintenance
- All Primary and Alternate or replacement personnel for these positions

Task 3.3.1: Key Project Personnel Deliverable(s):

- *Staffing Plan that describes the performance, function, tasks, and requirements of Key Project Personnel, supervisory staff, and other personnel, including subcontractor(s), that is deemed necessary for the services described in the RFP.*
- *A listing of all required personnel and qualifications for each position, including Key Project Personnel position, supervisory staff, and other personnel, including subcontractors.*
- *An organizational chart of all required personnel, including subcontractors.*
- *Resumes and contact information of all Key Project Personnel, including subcontractors*
- *Describe the arrangement of all subcontractors as well as their role in the Project*

3.3.2 Contractor's Facilities Manager

The Contractor shall provide one Facilities Manager. The Contractor's Facilities Manager shall be a full-time Key Project Personnel staff member. The Facilities Manager's role shall be one hundred percent (100%) dedicated to the performance, function, tasks, and requirements required of this position as described within this RFP. The Contractor shall designate alternate(s) to act as the Facilities Manager when the Facilities Manager is unavailable for more than one (1) business day. The Facilities Manager and designated alternate(s) shall be assigned to work and be available Mondays through Fridays. The Facilities Manager and designated alternate(s) shall be able to effectively communicate in English, both in writing and verbally.

The Contractor's Facilities Manager and the designated alternates shall act as a central point of contact with the City. The Facilities Manager and designated alternates shall have full authority to act on behalf of the Contractor on all matters relating to the daily operation of the Contract. The Facilities Manager and designated alternate(s) shall respond to all communications from the City within one (1) business day.

The Contractor's Facilities Manager shall have at least five (5) years of experience managing facilities of similar scope and size. The Facilities Manager shall understand the design of all LADOT facilities and structures, as well as major components and subcomponents including but not limited to: HVAC, lighting, electrical, plumbing, mechanical systems, drainage and stormwater systems, irrigation systems, fire protection, substructures, shells, interiors, etc. The Facilities Manager shall know and understand all applicable Federal, State, and Local Municipal laws and ordinances, as well as all applicable industry codes and standards (e.g. Metrolink), including the Americans with Disabilities Act (ADA), Environmental Protection Agency (EPA) requirements, Occupational Safety and Health Administration (OSHA), and Centers for Disease Control and Prevention (CDC) policies.

The Contractor's Facilities Manager's key functions shall include but are not limited to the following:

- *Facilities Site Visits and Inspections:* The Facilities Manager shall conduct Facilities Site Visits and Inspections (Section 4.1, Subtask 1.3: Facilities Site Visits and Inspections). The Facilities Manager shall be responsible for having a dedicated, operational vehicle to respond to and conduct field service on a daily basis.
- *Point of Contact for the City:* The Facilities Manager shall be equipped with a cell phone, whereby the Facilities Manager can contact the City or be contacted by City during work hours.
- *Landscaping and Irrigation:* The Facilities Manager shall manage and oversee the Contractor's work in Section 4.2, Task 2: Landscaping and Irrigation.
- *General Maintenance:* The Facilities Manager shall manage and oversee the Contractor's work in Section 4.3, Task 3: Cleaning and Maintenance.
- *Janitorial Maintenance:* The Facilities Manager shall manage and oversee the Contractor's work in Section 4.3, Task 3: Cleaning and Maintenance.
- *Personnel and Subcontractor Management:* The Facilities Manager shall manage the activities of all Contractor personnel and subcontractors assigned to work at the facilities defined within this RFP.
- *Stakeholder Coordination:* LADOT shall coordinate with City representatives, security personnel, facilities tenants and stakeholders (e.g. LACMTA, Metrolink, Caltrans, Amtrak, LADWP), for facilities operations, maintenance, safety, and/or special on-site events.

The Contractor's Facilities Manager and/or the designated alternates shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year for emergency situations. The Facilities Manager or the designated alternates shall respond to emergency communications within one (1) hour. The term "emergency" shall mean a condition requiring immediate repair, replacement or other actions: (a) to prevent damage to any portion of the Property or the Improvements; (b) to prevent damage to any neighboring property or portion thereof; (c) for the safety of Occupants or any other Person; (d) to avoid the suspension of any necessary service in the Project; or (e) to comply with Environmental Laws.

Deliverable(s):

- *Identification of qualified Facilities Manager and alternates*
- *Contact information for Facilities Manager and alternates*

3.3.3 Replacement of Personnel

The Contractor shall notify the City in writing of any changes to proposed Key Project Personnel, including new hires, reassignments, or changes in hours or duties. Personnel changes may not proceed without the City's prior written approval and submission of the replacement employee's qualifications. The Contractor shall submit the new employee's resume and required documentation at least 15-business days prior to their proposed start date.

The City reserves the right to approve or reject any proposed personnel and may request the removal of any employee from the project.

3.3.4 Personnel Work Schedules

The Contractor shall submit proposed work schedules to the City in their Proposal.

If any Contractor employee is absent for more than one (1) workday, the Contractor shall provide an approved alternate or replacement staff member. All alternates or replacements shall be pre-approved by the City.

3.3.5 Subcontractor Requirements for Specified and Non-Self-Performed Work

The Contractor shall comply with the subcontractor requirements described in Section 3.2 - Facilities and Signs Management, Subcontractor Relationships and Specialized Expertise. Additionally:

- The Contractor shall engage qualified subcontractors to perform
 - a. Any work the Contractor is not licensed or certified to self-perform; and
 - b. Any specialized or transit-adjacent work described in Section 3.2 - Facilities and Signs Management, Subcontractor Relationships and Specialized Expertise, including but not limited to: ADA tactile paving, thermoplastic pavement markings, electrical repairs, asphalt resurfacing, and related improvements.
- All subcontractor relationships shall be formalized through current, verifiable written agreements, such as binding letters of intent, executed subcontracts, or teaming agreements.
- Subcontractors are subject to City's approval, which may be withheld at the City's sole discretion based on qualifications, regulatory compliance, or performance history..

4. Scope of Work

This Section and Subsections describe the tasks that the awarded Contractor shall perform and deliver. The awarded Contractor may propose any optional work that better achieves the objectives of this contracting opportunity. The awarded Contractor shall be responsible for operating in compliance with governmental codes, regulations, and directives applicable to all programs, projects, and tasks defined in this RFP, Exhibits, Forms, Appendices, Attachments, Addendums, Contract Agreement, and any Contract Amendments.

4.1 Task 1: Facilities Management

The Contractor shall coordinate and manage all tasks and subtasks for the City facilities, as described in this RFP and further detailed in Exhibits 1-13, attached hereto and incorporated herein.

Subtask 1.1: Develop Facilities Management Plan

The Contractor shall develop a Facilities Management Plan that describes standards in facilities management, maintenance, landscaping upgrades, cleanliness, and safety. The Contractor shall describe in detail the methods and resources to be used to perform each task and subtask requested within this RFP. At a minimum, the Facilities Management Plan shall include a (1) Landscape and Irrigation Asset Inventory, (2) Start-Up Landscape Clean-up and Plant Replacement Plan, (3) Facilities Systems and Components Asset Inventory, and (4) Facilities Systems and Components Asset Management Plan. The Facilities Management Plan shall also include all other tasks and subtasks described in Section 4 - Scope of Work under Section 4.1, Task 1: Facilities Management, Section 4.2, Task 2: Landscaping and Irrigation, and Section 4.3, Task 3: Cleaning and Maintenance.

This work shall include, but not be limited to, responsibilities for each task, level of effort in terms of work hours, and cost per task.

During the term of the Contract, the Contractor Project Manager (PM) shall update the Facilities Management Plan annually, based on feedback from LADOT and the Contractor. The updated Facilities Management Plan shall be approved by LADOT. Any changes to the Facilities Management Plan initiated by the Contractor shall first be approved by LADOT.

Deliverable(s):

- *Facilities Management Plan*
- *Annual Updates to the Facilities Management Plan*

Subtask 1.2: Project Kick-off Meeting

Upon contract awardance, the Contractor PM shall schedule and conduct a meeting in coordination with the LADOT PM and other appropriate staff, as determined by LADOT. The Contractor shall hold the meeting within ten (10) business days of the contract award. The meeting shall include a review of Key Project Personnel roles, work plans, approval processes, invoicing, and other relevant information. The Contractor PM shall work with the LADOT PM to develop an agenda at least two (2) business days prior to the meeting, and shall prepare and distribute meeting minutes and action items within five (5) business days of the meeting.

Deliverable(s):

- *Project kick-off meeting, meeting agenda, meeting minutes*

Subtask 1.3: Facilities Site Visits and Inspections

Site Visit and Inspections will be required by the Contractor's Facilities Manager and/or Alternate (Exhibit 3 - Site Visits and Inspections Frequency). For the first eight (8) facilities: five (5)

Metrolink train stations, two (2) Park-and-Ride lots, and one (1) transit hub, a Site Visit and Inspection will be required daily, during the daytime at each of the eight (8) facilities. These eight (8) facilities will also require a nighttime site visit twice a week. The 9th facility, 23903 Normandie Avenue, Harbor City, California 90710, will require a daytime Site Visit and Inspection two times a calendar month and a nighttime Site Visit and Inspection once a calendar month. The last three (3) facilities (St. Stephens Lutheran Church, Mangrove, and Hollywood) will only require Site Visits and Inspections as-needed.

Daytime Site Visits and Inspections will occur between the hours of 6:00 AM PT and 5:00 PM PT . Nighttime Site Visit and Inspections will be between the hours of 10:00 PM PT and 4:00 AM PT.

The Facilities Manager shall complete a methodology report outlining all steps of assessment and inspection and write and provide an online form (the Site Visit and Inspection Form) to confirm site visits were completed and indicate whether any issues were identified and at which Facilities. The methodology of the Facilities Manager's Site Visit and Inspections shall be included within the Contractor's Proposal as part of the Facilities Management Plan and shall include a draft Site Visit and Inspection Form.

The Site Visit and Inspection Form shall be an electronic form accessible through Google Forms (or a similar platform/format).The form should be available online and document the details of each item listed below per facilities. This information should be accessible in a spreadsheet format (downloadable and exportable in a cvs and pdf format), and display each item in a separate field per facility. A summary of the number of inspections per facility for the month shall be included in the monthly report. The Site Visit and Inspection Form shall have the ability for real-time updates and inputting of information. The Site Visit and Inspection Form shall be accessible to the City, the Contractor, the City's Facilities Manager, and any other individuals as determined by the City. The Site Visit and Inspection Form shall, at a minimum, include the following:

- 1) Name of Facilities Manager conducting site visit
- 2) Name of Site
- 3) Start and end time of site visit
- 4) If a City designated Security Guard or parking lot uniformed attendant was seen or interacted with and on-duty
- 5) List each asset that was visually inspected or manually tested.
- 6) Indicate any issues or changes of condition found for each asset
- 7) Estimate vacancy of the parking lot (when applicable)
- 8) Count and describe trailers/RVs parked at facilities and describe their location
- 9) Count and describe number of unhoused persons and describe their location
- 10) Describe any repairs and work completed in the Facilities Manager's presence
- 11) List company and/or name of subcontractors working at site
- 12) Describe any maintenance needed
- 13) Describe all improvement projects on the facilities and a change or update in its status or condition
- 14) Document other miscellaneous information requested by the City
- 15) Pictures of any item above (as requested by the City)
- 16) Other information about the site requested by the City

Required Site Visits and Inspections for Facilities 1-9 (Exhibit 3 - Site Visits and Inspections Frequency) will be included as part of Fixed Costs. Additional Site Visits for

these facilities as well as as-needed site visits for Facilities 10-12 will be billed as part of Variable Costs. Refer to Form F-4 - Variable Costs & Additional Work.

Deliverable(s):

- *Methodology for conducting daily, biweekly, and semimonthly site visits*
- *Create and implement the Site Visit and Inspection Form, shall be accessible by both City and the Contractor online*
- *Online form for each daytime Site Visit and Inspection*
- *Online form for each nighttime Site Visit and Inspection .*

Subtask 1.4: Weekly Facilities Management Meetings

The Contractor PM shall schedule and lead weekly Facilities Management Meetings with the City and other staff, as determined by LADOT. A draft agenda shall be emailed to the City at least two (2) business days prior to each meeting, with an opportunity for the City to provide feedback and add items that will be discussed. The Contractor shall document the attendees of each meeting and take meeting minutes. The Contractor shall draft and distribute an attendance roster, meeting minutes, and action items via email within two (2) business days of each meeting. At the minimum, the Contractor PM and Facilities Manager or designated alternate, shall be present at each weekly Facilities Management Meeting. The City reserves the right to call additional meetings as necessary to address any facilities related issues or concerns.

Deliverable(s):

- *Weekly Facilities Management Meeting attendance roster, agendas, and meeting minutes*

Subtask 1.5: Monthly Facilities Management, Progress, and Budget Report (Monthly Report)

The Contractor shall create the Facilities Management, Progress, and Budget Report (Monthly Report) and include this form in the Facilities Management Plan. The Monthly Report shall be submitted with all monthly invoices. The Contractor shall revise the Monthly Report as needed, or as requested by the City. At the minimum, the following information shall be included within the Monthly Report:

- List and describe the tasks and subtasks described in the Scope of Work that are in progress or completed with any deliverables made to the City,
- Detail daily inspection findings,
- Catalog repairs that are completed or in progress,
- Identify needed improvements to the facilities,
- Provide photos to the Monthly Report to illustrate issues and needed repairs, as well as completed repairs,
- Provide tracking of all expenditures including routine preventive and corrective maintenance, repairs, planned replacement, major maintenance, and deferred deficiencies,
- Provide a list of comments and complaints received and how each comment and complaint was resolved/addressed (refer to Subtask 1.11: Customer Comments and Complaints),

- Material purchases, and
- All subcontractor work including materials procured and hours worked

Deliverable(s):

- *Facilities Management, Progress, and Budget Report Template*
- *Monthly Reports submitted via email with monthly invoice*

Subtask 1.6: Budget Management

The Contractor shall track and communicate to the City, in the Monthly Facilities Management, Progress, and Budget Report and upon request, all expenditures including routine preventive and corrective maintenance, repairs, planned replacement, major maintenance, and deferred deficiencies. The Contractor shall use best practices to manage the budget and ensure work performed does not exceed each line item budget. The Contractor shall make the budget tracking spreadsheet (or similar document) available to the City at all times in the cloud-based project work folder. The budget sheet should follow the cost sheet that is submitted with percent to completion.

The budget sheet shall be submitted to the LADOT PM for approval.

Deliverable(s):

- *Budget tracking sheet*

Subtask 1.7: Digital Facilities Management System

The Contractor shall establish, lease or purchase, a digital facilities management system to catalog Facilities equipment, manage work orders, schedule routine tasks, schedule preventative maintenance, and track and address routine and emergency service requests from Metrolink, Metro, Tenants, Stakeholders, City-contracted security providers, and City staff and/or representatives. The Contractor shall ensure the digital facilities management system is operational within seven (7) calendar days of the contract start date. The Contractor shall provide City staff full access to the digital facilities management system. The Contractor shall generate progress reports of scheduled and unscheduled work, monthly and upon request by LADOT.

Deliverable(s):

- *Digital Facilities Management System*
- *Deliver reports monthly and upon request to LADOT*

Subtask 1.8: Cloud-Based Project Folder

The Contractor shall create a cloud-based Project folder and organizational system for electronic record keeping and electronic sharing of Facilities files and documents with the City and electronic submission to the City. The cloud-based Project folder shall be updated monthly and created by the Contract start date.

LADOT recommends that Google Workspace is utilized as the platform for the cloud-based folder system, but the Contractor may propose alternate solutions subject to City approval. The cloud-based folder system shall at the minimum use: end-to-end encryption and be encrypted at the storage layer using the Advanced Encryption Standard (AES) algorithm, AES-256. Additional information on the City's data licensing and sharing requirements can be found in Appendix A - Mandatory City Contracting Requirements (July 2024), Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]).

The cloud-based Project folder shall contain the Facilities Management Plan and annual updates (Subtask 1.1: Develop Facilities Management Plan); Weekly Facilities Management Meetings agendas and minutes; all site visit and inspection forms (Subtask 1.3: Facilities Site Visits and Inspections); Monthly Facilities Management, Progress, and Budget Reports (Subtask 1.6: Budget Management); the Digital Facilities Management System (Subtask 1.8: Cloud Based Project Folder); monthly invoices and backup documentation, including material purchase receipts and subcontractor invoices (Subtask 1.6: Budget Management); a budget tracking spreadsheet (Subtask 1.7: Digital Facilities Management Meetings); equipment manuals and related documentation; facilities photographs and site plans; and other administrative documents.

Deliverable(s):

- *Cloud-based Project folder and organizational system*
- *URL to cloud-based project work folder and organizational system*

Subtask 1.9: Contractor's Administrative Headquarters

The Contractor shall identify the address and phone number to the corporate/administrative headquarters office where the Contractor conducts business. The corporate/administrative office shall have a dedicated phone number, registered to the Contractor's company/firm, in the corporate/administrative office that is identified as the headquarters office. The headquarters office shall be staffed, at a minimum, by at least one employee dedicated to this Contract Monday through Friday (excluding City holidays) between the hours of 7:00 AM PT to 4:00 PM PT or 8:00 AM PT to 5:00 PM PT. The Contractor shall ensure that the employee(s) that work in the headquarters office shall be able to respond to inquiries made by the City, Contractor's personnel, and subcontractors related to the Scope of Work described in the Contract.

Deliverable(s):

- *Address and telephone number of the Contractor's corporate/administrative headquarters where the City can contact the Contractor during business hours*
- *Office employee dedicated to this Contract to staff the headquarters office*

Subtask 1.10: Contractor Hotline and Email for Service Requests

The Contractor shall provide a 24-hour toll-free or local (Los Angeles Area) telephone number and email address at which the Contractor can receive service requests and messages from the City 24-hours a day, 7 days a week, 365 days a year. For non-emergency issues, the Contractor shall respond to email and voicemail messages by the next business day. For emergency issues, the Contractor shall respond as described within this RFP and subsequent contract.

Within one (1) business day of receipt of a service request, the Contractor shall document and track all messages in the Digital Facilities Management System (Subtask 1.7: Digital Facilities Management System). The database shall be available to the City at all times in the cloud-based Project Folder (Subtask 1.8: Cloud-Based Project Folder).

Deliverable(s):

- *Telephone number and email address where the City can report issues to the Contractor*
- *Tracking of service requests in the Digital Facilities Management System*

Subtask 1.11: Customer Comments and Complaints

The LADOT Transit Customer Service Center fields customer questions, comments, and complaints via email, online form, and phone call. LADOT's Transit Customer Service contractor currently manages the backend of the Service Center using the internet-based software TransTrack Management System. LADOT strives to provide excellent customer service and thus commits to responding to inquiries received via TransTrack, or any platform deemed necessary during the term of the contract, within three (3) business days.

LADOT shall monitor TransTrack for inquiries and comments regarding the Facilities and shall alert the Contractor PM of customer comments and complaints via the City, the LADOT Transit Customer Service Center, and/or its representative(s). The Contractor PM shall respond to LADOT regarding all complaints shared by LADOT within one (1) business day of the notification of the complaint. The backend program may change during the term of this contract and the contractor shall use the program identified by LADOT PM.

The Contractor shall ensure that the Contractor's personnel, subcontractors, and assignees refer all Facilities tenants/customers/patrons to report all comments to the City's Customer Service Center, so comments and complaints can be properly documented, addressed, and tracked.

The Contractor shall post City customer service center signs and placards (with the City customer service center telephone number and website) at each Facilities entrance and conspicuous areas throughout each Facilities described in the RFP to inform patrons how to submit comments/complaints. The signs shall be provided by the City to the Contractor.

Should the Contractor, Contractor's personnel, or subcontractors become aware of patron comments or complaints directly, the Contractor shall direct tenants and patrons to the City customer service center and the Contractor shall report the comment or complaint directly to the City within one (1) business day via email.

Deliverable(s):

- *Response via email to complaints shared by LADOT within one (1) business day of receipt*
- *LADOT Transit Customer Service Center signs posted at all facilities*
- *Procedure for informing LADOT of passenger comments, complaints, and operational issues*

Subtask 1.12: Outages, Disruption of Services, and Emergencies

The Contractor shall provide notification to the City and all tenants and/or organizations on the facilities premises at least three (3) business days prior to any planned disruption of Facilities building services. The Contractor shall coordinate scheduled outages with the City and provide an anticipated schedule. Outages may include but not limited to utility outages, road or facilities closures, or disruptions caused by maintenance or construction work (such as blocked access, pest or herbicide spraying, HVAC down for service, etc.).

In the event of an emergency outage or disruption of services, the Contractor shall provide notification of the event and anticipated impact within one (1) hour of discovery first to the City and then to the affected tenant(s) and stakeholders (including but not limited to passengers, Amtrak, Metrolink emergency dispatch for train operations, Metrolink security, the LACMTA's bus dispatch center, LACMTA security, Sheriff or police department) on the premises.

The Contractor shall respond to outages, incidents, and emergencies that could disrupt service to prevent service interruption. This includes the use of professionally licensed qualified service technicians to complete all work within the response time standards specified in Exhibit 5 - Facilities Standard Response Times, attached hereto and incorporated herein.

The Contractor shall report to the City all outages (scheduled or emergency) and incidents/accidents, especially those that involve the physical harm of any person(s) at the Facilities, in an Incident Notification and Resolution Report. These events shall be reported as soon as possible first to the City and other appropriate LADOT Facilities staff, then to the affected tenant(s) and stakeholders (including but not limited to passengers, Amtrak, Metrolink emergency dispatch for train operations, Metrolink security, the LACMTA's bus dispatch center, LACMTA security, Sheriff or police department) on the premises. The notification shall indicate steps taken to remedy the situation.

The Contractor shall log each scheduled and unscheduled outage, incident, accident, and emergency in the Incident Notification and Resolution Reports via the Contractor's Digital Facilities Management System.

The Contractor should include a proposed Incident Notification and Resolution Report template in the Facilities Management Plan. The report template shall be revised by the Contractor to include additional and/or different content at the request of LADOT.

Deliverable(s):

- *Incident Notification and Resolution Report template*
- *Incident Notification and Resolution Reports (as requested by LADOT)*

Subtask 1.13: Green Initiatives

The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. These efforts should be in line with LA's Green New Deal targets (refer to <https://plan.mayor.lacity.gov/las-green-new-deal/targets>). The Contractor shall describe the Contractor's green initiatives in the Facilities Management Plan. Green practices shall include, but not be limited to, the Contractor identifying methods of preventing contamination, segregating paper and plastic found in landscaping waste, removing debris such that those items

do not end up contaminating green waste, and use of zero emission vehicles. In each annual update to the Facilities Management Plan, the Contractor shall provide a report to the City describing methods the Contractor has used to prevent contamination of green waste. As needed, the Contractor shall train staff on environmentally sustainable best practices and any municipal, state, or federal directives.

The Contractor shall use battery-electric operated hand tools (e.g. blowers and weed-wackers) to provide the services under this Scope of Work. The use of gas-powered hand tools to provide the services under this Scope of Work is prohibited. The Contractor shall provide a list of the types of battery-electric equipment they intend to use to provide landscaping services within the Facilities Management Plan.

The Contractor shall identify any environmentally sustainable best practices in which it currently participates or in which it is legally obligated to participate, including procurement of landscaping materials such as mulch and compost. Other sustainable best practices include integrated pest management, grasscycling, drip irrigation, composting, environmentally sustainable procurement, using mulch, and using electric powered tools and equipment.

Deliverable(s):

- *Documentation of green tools to be used to complete the Scope of Work of this RFP in the Facilities Management Plan*
- *Documentation of green initiatives to be included in the Facilities Management Plan*

Subtask 1.14: Noise

The Contractor shall not prepare for or initiate any operations or use any equipment that would violate local noise ordinances or noise reduction needs. City Noise Regulations include, but are not limited to, the [Los Angeles City Municipal Code \(LAMC\), Chapter XI \(Noise Regulation\), §112.05 \(Maximum Noise Level of Powered Equipment of Powered Hand Tools\)](#).

Subtask 1.15: Contractor Materials and Equipment

The Contractor shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items such as necessary Personal Protective Equipment (PPE) (i.e. safety glasses, masks, work boots, ear plugs, reflective vests, gloves, etc.) as necessary to perform all services, tasks, and functions defined in this Scope of Work. The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by employee(s) and subcontractors.

Subtask 1.16: Utilities

The City shall be responsible for direct payment of electric and water utilities at the City Facilities. The Contractor, at its own expense, shall be responsible for payment of utilities for the Contractor's corporate/administrative headquarters and offices.

Subtask 1.17: Special Events and Special Requests

The Contractor shall accommodate special events that may lead to a surge in the use of facilities, such as the 2028 Olympic and Paralympic Games or any other unforeseen event. Accommodations may include additional cleaning, hiring ambassador services, and/or extra security. LADOT PM will notify the Contractor of the events they will need to accommodate for. The Contractor is also to notify LADOT PM of any special requests they may receive. Refer to Section 4.5, Task 5: Additional Facilities & Additional Signs (Variable Costs).

Subtask 1.18: Security and Uniformed Attendant Coordination

Security guard services are provided under a separate City contract at the five (5) Metrolink Stations. Uniformed attendants are provided under a separate City contract at the two (2) Park & Ride lots. Security guards & uniformed attendants are on duty Monday through Friday except the six (6) national holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The Contractor's Facilities Manager shall know the hours, duties and responsibilities of the security guards so that the Contractor, Contractor's personnel, or subcontractors can assist security guards with problems and questions, as well as provide information to the City. The Contractor shall report all security-related incidents in the Incident Notification and Resolution Report referenced in Subtask 1.12: Outages, Disruption of Services, and Emergencies.

Security guards are expected to perform the following services:

- Enforce safety rules and regulations for Metrolink passengers
- Maintain the orderly function of the City Facilities
- Prevent unauthorized access to vehicles or buildings
- Report hazardous items or conditions to proper law enforcement agencies
- Provide emergency assistance to persons at the Facilities
- Patrol the Facilities 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"

If the Contractor's Facilities Manager, Contractor's personnel, or subcontractors observe a security incident, including safety/security threats, verbal/physical incidents, crime, or vandalism, the Contractor shall immediately contact the appropriate security company assigned to the facilities, LADOT, and, if necessary, the Los Angeles County Sheriff or Los Angeles Police Departments. Any and all security incidents observed and/or reported by the Contractor, Contractor's personnel, or subcontractors to on-site security staff and/or sheriff/police departments shall be reported to LADOT staff within one (1) hour of the incident that was reported.

Deliverable(s):

- *Any security incidents observed and reported by the Contractor shall be noted in the Incident Notification and Resolution Report*
- *Any security incidents observed and/or reported by the Contractor, Contractor's personnel, or subcontractors to on-site security staff and/or sheriff/police departments*

shall also be reported to City staff within one (1) hour of being shared with on-site security staff/or sheriff/police departments

4.2 Task 2: Landscaping and Irrigation

This Section and Subsections describe the Contractor's requirement to complete the Landscape Elements and Irrigation Systems and Assets Inventory and a Start-Up Landscape Clean-Up and Plant Replacement Plan. This Section also includes Scheduled and As-Needed Landscaping subtasks. Unless explicitly stated otherwise, the Contractor shall maintain all landscaping at the facilities described within this RFP in order to maintain each facilities's day-to-day operations, safety, and appearance, as required by standards of health and safety and/or at the instruction of LADOT.

Subtask 2.1: Landscape Elements and Irrigation System and Assets Inventory

The Contractor shall include an inventory and map of landscape elements and irrigation system components and assets that are present at each facility in the Facilities Management Plan. Landscape elements include, but are not limited to, all plants, trees, shrubs, turf, hardscapes, and other outdoor elements and irrigation system components. The Contractor shall annually re-inventory all landscape elements and irrigation system components and assets.

Deliverable(s):

- *Landscape elements and irrigation system components and asset inventory to be included in the Facilities Management Plan*
- *Annual re-inventory of all landscape elements and irrigation system components and asset inventory*

Subtask 2.2: Start-Up Landscape Clean-Up and Plant Replacement Plan

The Contractor shall develop a Start-Up Landscape Clean-Up and Plant Replacement Plan that shall be included in the Facilities Management Plan. Elements of the Start-Up Landscape Clean-Up and Plant Replacement Plan shall include replacing plants and irrigation as needed to re-establish landscaping to original specifications in as-builts or equivalent documentation identifying such original specifications. The Contractor shall propose equipment upgrades that increase the security (e.g. resistance to vandalism) of any irrigation equipment. The Contractor may recommend additional plants to improve the facilities landscape. The Landscape Clean-Up and Plant Replacement Plan shall be updated annually by the Contractor and approved by LADOT.

The Contractor shall implement the Start-Up Landscape Clean-up and Plan Replacement Plan within three (3) months after the Contract start date.

Deliverable(s):

- *Start-Up Landscape Clean-up and Plant Replacement Plan to be included in the Facilities Management Plan*
- *The Landscape Clean-Up and Plant Replacement Plan shall be updated annually*
- *All documentation, including photographs or renderings, of work completed or in progress, as described in the Start-Up and subsequent Landscape Clean-Up and Plant*

Replacement Plans, shall be included in the Monthly Facilities Management, Progress, and Budget Report (to be submitted as an attachment via email with monthly invoice)

Subtask 2.3: Scheduled Landscaping

The Contractor shall complete all subtasks detailed in Subtask 2.3: Scheduled Landscaping and listed in Exhibit 4 - Facilities Management Schedule and Details, attached hereto and incorporated herein, at the frequencies listed in order to ensure the good health and attractive appearance of landscaping at the facilities described in the RFP. The Contractor shall recommend additional scheduled landscaping tasks consistent with best practices and based on any additional needs the Contractor identifies.

Deliverable(s):

- *List of Subtask 2.3: Scheduled Landscaping tasks completed shall be included in the Monthly Facilities Management, Progress, and Budget Report (to be submitted as an attachment via email with monthly invoice)*

Subtask 2.4: As-Needed Landscaping Under \$10,000

The Contractor shall complete all subtasks detailed in Subtask 2.4: As-Needed Landscaping Under \$10,000 and listed in Exhibit 4 - Facilities Management Schedule and Details. This includes monitoring all landscaping for as-needed work, including dead or infested plant removal and replacement; irrigation repairs or improvements; treatment for disease, insects, or rodents. The labor and materials for as-needed landscaping estimated to cost ten thousand dollars (\$10,000) or less are a fixed cost and are the responsibility of the Contractor. Minor landscaping repairs shall be completed within forty-eight (48) hours of discovery, unless otherwise stated in Exhibit 4 - Facilities Management Schedule and Details.

Deliverable(s):

- *All documentation, including photographs or renderings, of work completed or in progress, as described in the As-Needed Landscaping Under \$10,000, shall be included in the Monthly Facilities Management, Progress, and Budget Report (to be submitted as an attachment via email with monthly invoice)*

Subtask 2.5: As-Needed Landscaping Exceeding \$10,000

For unscheduled landscaping where the cost exceeds ten thousand dollars (\$10,000), the Contractor shall obtain three (3) bids/vendor estimates for the City's review and approval. The Contractor shall prepare and submit a written description of the proposed work (Scope of Work) to the City with the three (3) bids/vendor estimates of the costs of labor and materials. The City shall make the selection of the most appropriate vendor to perform the work. The Contractor shall invoice labor and materials as a separate Variable Cost. If three (3) bids cannot be obtained, the Contractor shall provide email(s) and/or supporting documentation to the City, demonstrating that the Contractor has made all reasonable efforts to receive three (3) bids. If during the execution of the City-approved repair work, the Contractor or Vendor identifies necessary additions or changes that increase the Cost Estimate, or significantly change the Scope of Work, a Change Order request shall be submitted and approved by the City prior to any additional work being performed.

If a condition exists wherein there is imminent danger of injury to the public or damage to facilities, the Contractor shall immediately perform unscheduled work. The Contractor shall contact the City for approval, when reasonably possible, and provide a written estimate within twenty-four (24) hours for approval. The Contractor shall submit an invoice to the City within five (5) working days after completion of the work. The term "Emergency" shall mean a condition requiring immediate repair, replacement or other actions: (a) to prevent damage to any portion of the property or the improvements; (b) to prevent damage to any neighboring facilities or portion thereof; (c) for the safety of occupants or any other person; (d) to avoid the suspension of any necessary service in the Project; or (e) to comply with environmental laws.

Deliverable(s):

- *Scope of Work and three (3) bids/vendor estimates for any unscheduled, non-emergency as-needed landscaping incidents exceeding \$10,000*
- *Written estimates and requests for approval any emergency landscaping exceeding \$10,000, when reasonably possible*
- *All documentation, including photographs or renderings, of work completed or in progress, as described in the As-Needed Landscaping Exceeding \$10,000, shall be included in the Monthly Facilities Management, Progress, and Budget Report (to be submitted as an attachment via email with monthly invoice)*

4.3 Task 3: Cleaning and Maintenance

This Section and Subsections describe the requirements to complete the Facilities Systems and Components Asset Inventory and a Facilities Systems and Components Asset Management Plan. The Proposer shall include Scheduled, Preventative, and As-Needed Maintenance subtasks designed to maintain all station assets and ensure a safe and beautiful environment for all Facilities users and passengers. Maintenance subtasks are further specified by station components: (1) Boarding Platforms, Exterior Passenger Areas and Parking; (2) Buildings at Chatsworth and Sylmar/San Fernando Stations; and (3) LACMTA Facilities.

Unless explicitly stated otherwise, the awarded contractor shall be responsible for making all Facilities repairs and replacements, maintenance, improvements, and preventative and as-needed work, to all portions and fixtures of the Facilities within a timely manner (e.g. canopies, benches, pavement, depot building or other Facilities components) in order to maintain the Facilities' day-to-day operations, safety and appearance, and as required by standards of health and safety and/or at the instruction of the LADOT.

Subtask 3.1: Facilities Systems and Components Asset Inventory

The Contractor shall inventory all Facilities components, including but not limited to: parking lot; road signs and markings; lighting and fixtures by type, manufacturer/model, general location, and condition/useful life; furniture and office equipment; drainage and storm water systems; and all electrical, plumbing, and mechanical systems. The Contractor shall update the Facilities Systems and Components Asset Inventory annually as part of the Facilities Management Plan (refer to Subtask 1.1: Develop Facilities Management Plan) to account for any replacements, improvements, or additional assets added in the previous year.

Deliverable(s):

- *Facilities Systems and Components Asset Inventory by facilities to be included in Facilities Management Plan*
- *Annual update of the Facilities Systems and Components Asset Inventory by facilities*

Subtask 3.2: Facilities Systems and Components Asset Management Plan

The Contractor shall create a five (5) year Facilities Systems and Components Asset Management Plan for each facility described within this RFP. The Contractor shall monitor and address the remaining useful life of all facilities components in the Facilities Systems and Components Asset Management Plan by estimating replacement times based on condition assessments. The Contractor shall build on the 2022 Facilities Inspection Report completed by the City, Exhibit 6 - 2022 Facilities Conditions Assessments Report, attached hereto and incorporated herein, which identified components and their useful life. The Contractor shall minimize service downtime, increase asset performance, and help extend life cycles of all assets. This may include preemptively upgrading existing systems, components and subcomponents prior to the end of their useful life or failure, in order to minimize potential service downtime and/or to extend the life of the costlier major component.

Deliverable(s):

- *Facilities Systems and Component Asset Management Plan shall be included in Facilities Management Plan*
- *Annual update of the Facilities Systems and Component Asset Management Plan*

Subtask 3.3: Preventative Maintenance

The Contractor shall complete a Preventative Maintenance Plan that incorporates the preventative maintenance program of all areas of each facility described within this RFP and as detailed in Subtask 3.3: Preventative Maintenance and Subtask 3.3: Preventative Maintenance - Chatsworth Metrolink Station Depot Building, listed in Exhibit 4 - Facilities Management Schedule and Details. The Preventative Maintenance Plan shall be incorporated into the Facilities Management Plan. The Preventative Maintenance Plan shall be updated monthly or at any time the City deems necessary.

At all exterior station areas, including but not limited to the boarding platforms, passenger areas, and parking lots, the Contractor shall develop and carry out a preventative maintenance program for the subcomponents described in this RFP and Exhibit 4 - Facilities Management Schedule and Details, and any other components identified by the Contractor or the City consistent with best practices.

At the Chatsworth Station Depot building, the Contractor shall develop and carry out a preventative maintenance program for the subcomponents described in this RFP and any other components identified by the Contractor or the City consistent with best practices.

The Contractor may be penalized if deferred maintenance is found to have increased repair or replacement costs or subjected the City to any liability.

Deliverable(s):

- *Preventative Maintenance Plan to be included in Facilities Management Plan*
- *The Preventative Maintenance Plan, shall be included in the Monthly Facilities Management, Progress, and Budget Report (to be submitted as an attachment via email with monthly invoice)*

Subtask 3.4: Scheduled Maintenance

The Contractor shall complete a Maintenance Schedule that incorporates the maintenance schedule of all areas of each facility described within this RFP and as detailed in Subtask 3.4: Scheduled Maintenance - Boarding Platforms, Exterior Passenger Areas and Parking and Subtask 3.4: Scheduled Maintenance - Depot Building at the Chatsworth Metrolink Station, listed in Exhibit 4 - Facilities Management Schedule and Details. The maintenance schedule shall be incorporated into the Facilities Management Plan. The maintenance schedule shall be updated annually or at any time the City deems necessary.

The Contractor shall complete the scheduled tasks described in this RFP and Exhibit 4 - Facilities Management Schedule and Details, in order to keep the exterior of the facilities clean and free from dirt, spills, debris, vermin and infestations at all times. The Contractor shall use janitorial staff or maintenance staff for regularly scheduled upkeep, as defined within this RFP. The Contractor shall recommend additional scheduled maintenance tasks or recommend modifications to the below maintenance tasks consistent with best practices and based on any additional needs the Contractor identifies, subject to the approval of LADOT.

Deliverable(s):

- *Maintenance schedule to be included in the Facilities Management Plan*
- *Annual update of the maintenance schedule*
- *The maintenance schedule, shall be included in the Monthly Facilities Management, Progress, and Budget Report (to be submitted as an attachment via email with monthly invoice)*

Subtask 3.5: Scheduled and As-Needed Work, Maintenance and Janitorial

The Contractor shall create an as-needed work schedule that incorporates the maintenance and janitorial requirements of all areas of each facility described within this RFP and as detailed in Subtask 3.5: Scheduled and As-Needed Maintenance and Janitorial - LACMTA Childcare Facilities, listed in Exhibit 4 - Facilities Management Schedule and Details. The work schedule shall be incorporated into the Facilities Management Plan. The work schedule shall be updated annually or at any time the City deems necessary.

The Contractor shall clean the station areas (including Boarding Platforms, Exterior Passenger Areas, Interior Areas, and Parking), at each facility described within this RFP, according to the tasks described in this RFP and Exhibit 4 - Facilities Management Schedule and Details.

Deliverable(s):

- *The work schedule, shall be included in the Monthly Facilities Management, Progress, and Budget Report (to be submitted as an attachment via email with monthly invoice)*

Subtask 3.6: As-Needed Facilities Maintenance and Capital Improvements Less Than \$10,000

The Contractor shall create an as-needed maintenance list that incorporates the as-needed maintenance and janitorial tasks equal to or less than ten thousand \$10,000 that were completed in all areas of each facility described within this RFP and as detailed in Subtask 3.6: As-Needed Facilities Maintenance and Capital Improvements Less Than \$10,000 and Subtask 3.7: Capital Improvements, listed in Exhibit 4 - Facilities Management Schedule and Details. The as-needed maintenance list shall be incorporated into the Facilities Management Plan. The as-needed maintenance list shall be updated monthly or at any time the City deems necessary.

The Contractor shall monitor the Facilities for work and services, which may be required from wear and tear, accident, or vandalism. In order to maintain the security and appearance of each facility, the Contractor shall repair or replace any portion or fixture of the facilities and adjacent areas, at the instruction of LADOT. **Repairs or replacements estimated to cost ten thousand dollars (\$10,000) or less shall be completed by the Contractor** within forty-eight (48) hours of discovery. Repairs to chain link fences shall be made by the Contractor within seventy-two (72) hours of discovery. Repairs to wrought iron and all other fences (other than chain link) shall be made by the Contractor within seven (7) calendar days of discovery.

If a broken or damaged component impedes facilities operations or poses a threat to health or safety, a repair or replacement shall be made by the Contractor within three (3) hours of discovery. In such cases, a temporary repair or replacement may be made to restore operations, safety, or health with a permanent repair or replacement made as soon as commercially possible.

As-needed maintenance costs less than or equal to ten thousand dollars (\$10,000) shall include, but are not limited, to the subtasks described in this RFP and Exhibit 4 - Facilities Management Schedule and Details. The labor and materials for as-needed maintenance estimated to cost ten thousand dollars (\$10,000) or less are considered Fixed Costs and are the responsibility of the Contractor.

Deliverable(s):

- *The as-needed maintenance list, shall be included in the Monthly Facilities Management, Progress, and Budget Report (to be submitted as an attachment via email with monthly invoice)*

Subtask 3.7: As-Needed Facilities Maintenance and Capital Improvements Over \$10,000

The Contractor shall create an as-needed maintenance list that incorporates the as-needed maintenance and janitorial tasks that exceed ten thousand \$10,000 that were completed in all areas of each facility described within this RFP and as detailed in Subtask 3.7: As-Needed Facilities Maintenance and Capital Improvements Over \$10,000 and Subtask 3.7: Capital Improvements, listed in Exhibit 4 - Facilities Management Schedule and Details. The as-needed maintenance list shall be incorporated into the Facilities Management Plan. The as-needed maintenance list shall be updated monthly or at any time the City deems necessary.

The Contractor shall monitor the buildings at each facility described in this RFP for as-needed maintenance and improvements resulting from wear and tear, accident, or vandalism.

As-needed maintenance costs over ten thousand dollars (\$10,000) may include, but are not limited, to the subtasks described in this RFP and Exhibit 4 - Facilities Management Schedule and Details.

The Contractor shall develop, manage, and execute a Capital Improvement Plan for each facility described within this RFP, on behalf of the City. The Capital Improvement Plan shall be incorporated into the Facilities Management Plan, and shall be approved by LADOT. Once approved by LADOT, the Contractor shall manage and execute the projects according to the schedule outlined in the plan. The Contractor shall provide LADOT with an updated schedule of all capital improvements on an annual basis. The Capital Improvement Plan and the updated schedule of all capital improvements shall be reviewed in the Monthly Facilities Management Meetings. Exhibit 6 - 2022 Facilities Conditions Assessments Report, attached hereto and incorporated herein, identified capital improvements needed at the Facilities described within this RFP.

For facilities work and services where the cost exceeds ten thousand dollars (\$10,000) and there is no imminent danger of injury to the public or damage to property, the Contractor shall, within one (1) month, obtain three (3) bids/vendor estimates for the City's review and approval. The Contractor shall prepare and submit a written description of the proposed work (Scope of Work) to the City with the three (3) bids/vendor estimates of the costs of labor and materials. The City shall make the selection of the most appropriate vendor to perform the work. The Contractor shall invoice labor and materials as a separate variable cost. If three (3) bids cannot be obtained, the Contractor shall provide email(s) and/or supporting documentation to the City, demonstrating that the Contractor has made all reasonable efforts to receive three (3) bids. If during the execution of the City-approved facilities work or services, the Contractor or Vendor identifies necessary additions or changes that increase the Cost Estimate, or significantly change the Scope of Work, a Change Order request shall be submitted and approved by the City prior to any additional work being performed.

If a condition exists wherein there is imminent danger of injury to the public or damage to property, the Contractor shall immediately perform the work or services. The Contractor shall contact the City for approval, when reasonably possible, and provide a written estimate within twenty-four (24) hours for approval. The Contractor shall submit an invoice to the City within five (5) working days after the completion of the work. The term "Emergency" shall mean a condition requiring immediate repair, replacement or other actions: (a) to prevent damage to any portion of the property or the improvements; (b) to prevent damage to any neighboring facilities or portion thereof; (c) for the safety of occupants or any other person; (d) to avoid the suspension of any necessary service in the Project; or (e) to comply with environmental laws.

Deliverable(s):

- *The as-needed maintenance list, shall be included in the Monthly Facilities Management, Progress, and Budget Report (to be submitted as an attachment via email with monthly invoice)*
- *The Capital Improvement Plan shall be included in the Monthly Facilities Management, Progress, and Budget Report (to be submitted as an attachment via email with monthly invoice)*
- *Annual update of the Capital Improvement Plan*

Subtask 3.8: Waste Removal and Hazardous Materials

The Contractor shall create a Waste Removal Plan to be included in the Facilities Management Plan. The Waste Removal Plan shall include a list of tasks and schedule/due dates for each task. The Waste Removal Plan shall be updated monthly or at any time the City deems necessary. The Contractor shall list hazardous materials and dumped items in the Monthly Facilities Management, Progress, and Budget Report to be submitted with all monthly invoices.

The Contractor is responsible for waste disposal at the facilities described within this RFP. All regular, green, and recyclable waste removed by the Contractor shall be disposed of by certified dumpsites off the LADOT Facilities premises, at the cost of the Contractor. Waste disposal shall include trash generated by tenants at the Chatsworth Depot, with the exception of the childcare center.

The Contractor shall immediately notify LADOT for assistance of any materials found on or near the facilities that are suspicious, may be suspected of contamination, or in any way may be considered dangerous or unusual. The Contractor shall include pictures of the said materials when notification is made. The Contractor shall not move nor handle any suspect material until it is pronounced safe by City authorities.

Items such as discarded furniture, automobile parts, or other unauthorized items deposited on facilities premises should be removed to a certified waste disposal location within twenty-four (24) hours of the discovery of the item.

Deliverable(s):

- *The Waste Removal Plan shall be included in the Monthly Facilities Management, Progress, and Budget Report (to be submitted as an attachment via email with monthly invoice)*
- *The list of hazardous materials and dumped items disposed of shall be included in the Monthly Facilities Management, Progress, and Budget Report (to be submitted as an attachment via email with the monthly invoice)*

4.4 Task 4: Sign Management and Maintenance

This Section and Subsections describe the Contractors responsibility for the development and upkeep of the Sign Management and Maintenance Plan, the as-needed installation, removal, or relocation of signs, scheduled transit bus stop sign maintenance, performance standards, as-needed bus stop landscaping, the receipt and storage of sign materials, and other sign work as may be needed. The Contractor shall be responsible for the upkeep of signs for LADOT's various transit services: Community DASH, DASH Downtown, Commuter Express outside of Downtown LA, Commuter Express in Downtown LA, Cityride fixed-route service, and LAnow.

Subtask 4.1: Develop Sign Management and Maintenance Plan

The Contractor shall develop a Sign Management and Maintenance Plan in their Proposal which outlines how the Contractor shall be responsible for sign work, as-needed fabrication and installation of transit bus stop signs, as-needed maintenance, performance standards, and the secure storage of bus stop signs materials. The Sign Management and Maintenance Plan shall be subject to the approval of the City. The Contractor shall update the Sign Management and

Maintenance Plan annually, incorporating suggestions made by the City and including experiences of the Contractor.

The Sign Management and Maintenance Plan shall include:

1. Description of how the Contractor will keep track of all active signs and sign locations. The Contractor shall include information on the methods for updating content and specify the data to be monitored for every sign and its corresponding location.
2. Description of the Personnel Plan: The Contractor shall include information regarding the necessary number of Contractor team members needed to complete all related tasks and shall include descriptions of personnel oversight and management.
3. Description of the process of conducting sign maintenance: The Contractor shall include details about how the maintenance of the signs will be carried out and how the performed work will be documented.
4. Description of the process of conducting a comprehensive assessment of the current sign inventory, as well as the frequency of reassessments. The Contractor shall include details about how the assessment will be carried out, what parameters will be evaluated, and how the assessment findings will be documented.

Deliverable(s):

- *Sign Management and Maintenance Plan*
- *Annual Updates to Sign Management and Maintenance Plan*

Subtask 4.2: As-Needed Installation, Removal, or Relocation of Signs (Variable Costs)

The Contractor shall be responsible for the installation of signs for the City. The Contractor shall adhere to all local, state, and federal guidelines. The Contractor shall work with City staff to maintain, replace, and or install signs as City services change.

All signage and installation by the Contractor shall adhere to the highest standards of accessibility and safety. The Contractor shall ensure that each sign, its installation, and its location and placement is fully ADA compliant, meeting all accessibility guidelines to accommodate individuals with disabilities. Additionally, the Contractor shall utilize appropriate poles and brackets, selected for their structural stability and conformity to industry norms, thereby ensuring that the stops are not only structurally sound but also in strict accordance with applicable codes. This commitment to industry standards and safety measures guarantees a transit system that prioritizes the well-being and convenience of all passengers.

The Contractor shall be responsible for the removal and or relocation of signages and related posting materials and hardware, as determined by the City. The Contractor shall safely and efficiently dismantle existing sign infrastructure, including: signs, brackets, poles, pole sleeves, and any other related elements. The Contractor shall ensure the removal and/or the relocation process be executed with care, minimizing disruptions to the surrounding area. The Contractor shall properly dispose of or store any removed materials for future reuse in accordance with applicable regulations.

The Contractor shall coordinate with the City to ensure seamless installation, removal and or relocation of bus stops in an accurate and timely manner.

Deliverable(s):

- *List of completed work of installation, removal, replacement, or relocation of Signs and poles*
- *Photos of completed work delivered to the sign maintenance task Project Manager via email or online file sharing platforms (e.g., Google Drive, Drop Box, etc).*

Subtask 4.3: Scheduled Sign Maintenance (Fixed Costs)

The Contractor shall develop administrative and maintenance procedures for sign work. The Contractor shall maintain an inventory of signs and eye-level signs, when applicable. LADOT Transit stops are located throughout the City of Los Angeles and are grouped into four (4) Regions of the Los Angeles area: Downtown, North, South, and Mid-City.

Maintenance of LADOT Transit bus stops to include the following tasks:

- Clean signs and posts, removing graffiti, tags and any other dirt, grime on specific schedule by route
- Conduct field checks of signs per schedule set forth by route
- Maintain inventory of LADOT Transit signs and eye-level signs
- Repair and/or replace signs or poles which are damaged
- Notify the LADOT Project Manager to get approval on removal, relocation or new installation

The Contractor shall maintain City signs on a monthly, quarterly, and bi-annual schedule as described in this RFP and Exhibit 11 - Sign Maintenance Schedule and Details, attached hereto and incorporated herein.

Deliverable(s):

- *Maintenance schedule*
- *List of tasks completed included in Monthly Facilities Management, Progress, and Budget Reports*
- *URL to cloud-based inventory delivered to the sign maintenance task Project Manager via email or online file sharing platforms (e.g., Google Drive, Drop Box, etc).*

Subtask 4.4: As-Needed Sign & Bus Stop Landscaping (Fixed Cost)

The Contractor shall be responsible for tree and landscape pruning at sign and bus stop locations. Landscaping that intrudes too close to buses may scrape and damage buses or render bus landing areas difficult for passengers to board and alight. The Contractor shall identify the need for landscape maintenance during the scheduled route inspection. LADOT Transit requires a 4' X 4' passenger landing zone for most stop zones. Any vegetation or debris in the public right-of-way impeding access to the passenger landing zone shall be cleared by the Contractor. If a stop zone is identified as needing landscaping work, the Contractor shall contact the City's Project Manager and/or a City assigned representative(s) to get approval to proceed.

The Contractor's responsibilities encompass a range of tasks essential to the project's success. As part of this task the Contractor shall perform: (1) trimming and pruning trees, shrubs, and ground cover, and (2) removing weeds and debris from planted areas in close proximity to

signage and bus stops. The Contractor shall ensure that transit vehicles can approach the stop zone without obstructions. The Contractor shall maintain the passenger zones in the public right-of-way to meet accessibility standards and compliance with ADA regulations.

The Contractor shall provide all personnel with necessary tools and supplies to prune trees, shrubs, and ground cover at sign and bus stop locations.

Deliverable(s):

- *List of landscape services performed*
- *Photos of completed work delivered to the City's Project Manager and/or City assigned representative(s) via email or online file sharing platforms (e.g., Google Drive, Drop Box, etc) within ten (10) business days since the completion of the work*

Subtask 4.5: Expedited Service and Emergency Call-Outs (Variable Cost)

The Contractor shall provide a rate for expedited services and emergency call-outs for repairs and maintenance that must be completed within twenty-four (24) hours of notification.

Variable Cost Structure: These services shall be billed as a variable cost on an as-needed basis. Proposers shall provide a 'Per Call-Out' or 'Hourly Emergency Rate' within their cost proposal for these expedited tasks.

Service Requirement: This rate shall apply to any repair, fabrication, or installation task deemed urgent by LADOT that requires a guaranteed 24-hour turnaround time.

Coordination: All expedited requests will be issued via a specific 'Emergency Work Order' to distinguish them from routine, non-expedited facility maintenance.

Subtask 4.6: Receipt and Storage of Sign Materials (Fixed Costs)

The Contractor shall transfer equipment, including signs, materials, poles and related equipment from the prior LADOT Transit sign contractor for use on this Contract. The Contractor is responsible for safe-keeping of the equipment in a storage site that is approved by the City.

The Contractor shall establish collaboration with LADOT's current contractor and any future contractor deemed necessary by LADOT PM, Inc., for designing, fabricating, receipt, and storage of stop signs. Additionally, the Contractor shall closely cooperate with the City to ensure the creation and maintenance of an inventory of new and replacement signs and sign materials.

The Contractor shall provide a methodology for the asset management of signs and related materials.

Deliverable(s):

- *Asset management plan for the safe-keeping of existing materials, including signs, poles, and related equipment in a storage site*
- *Inventory of City materials within twenty (20) business days after the transfer or receipt of sign materials from the incumbent contractor.*

Subtask 4.7: Performance Standards

The Contractor shall clean and maintain the City signs and poles, and remove any graffiti on the schedule agreed to with City for each of its locations. The schedule is included in Exhibit 11 - Sign Maintenance Schedule and Details. If the Contractor does not perform a task in a satisfactory manner within the agreed upon schedule and time frame outlined in Exhibit 11 - Sign Maintenance Schedule and Details, the City shall give a written notice to the Contractor for correction. The Contractor will have forty-eight (48) hours to correct the issue and to email photo proof to the City's Project Manager. Failure to do so shall result in a performance penalty of \$200 per operating day for each day that one or more of the tasks do not meet the expected standard.

The Contractor shall ensure that all sign designs and installations comply with relevant accessibility guidelines and regulations, particularly the Americans with Disability Act. The Contractor shall obtain necessary permits and approvals for new sign installations such as contacting dig-alert or working with other transit agencies in multi-agency stop zones.

The Contractor shall provide a methodology for the Corrective Action Protocol for unsatisfactory work and related materials within their proposed Sign Management and Maintenance Plan.

Deliverable(s):

- *Draft Corrective Action Protocol addressing how any unsatisfactory maintenance shall be corrected by the Contractor*
- *Final Corrective Action Protocol*
- *Photos of corrected work delivered to the City's Project Manager and/or City's assigned representative(s) via email or online file sharing platforms (e.g., Google Drive, Drop Box, etc.)*

4.5 Task 5: Additional Facilities & Additional Signs (Variable Cost)

Subject to approval by the selected Proposer and LADOT's Chief of Transit Programs or LADOT's General Manager, LADOT may authorize the addition of Facilities serviced by the Contractor and Additional Signs for management, fabrication, installation, and/or maintenance. Such additions will be subject to all applicable terms and conditions of the RFP, Contract, including, but not limited to, the Scope of Work and Appendix A - Mandatory City Contracting Requirements (July 2024), Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]), and any Contract Amendments.

Work for Additional Facilities & Signs may be compensated on a per-task basis based on the rates proposed in Form E, F-4, Facilities Variable Costs & Additional Work or Form F, S-3, Sign Management & Maintenance Variable Costs & Additional Work accordingly. If a requested facilities task is not listed—or if extenuating circumstances arise (e.g., an emergency)—compensation for time and materials will be determined at the sole discretion of the LADOT's Facilities Project Manager and/or designated representative. In such cases, the Contractor may be compensated at the Hourly Labor Rate(s) proposed in Form E, F-4, Facilities Variable Costs & Additional Work or Form F, S-3, Sign Management & Maintenance Variable Costs & Additional Work plus the actual cost of materials.

If the Contractor is unable to complete the work due to unforeseen circumstances—or if additional resources are required—LADOT's Facilities Project Manager and/or designated representative may

authorize the use of a subcontractor. In such instances, costs incurred for subcontracted work will be processed as a pass-through expense without markup.

4.6 Task 6: Contract Close-Out and Turnover

At the end of the Contract, the Contractor shall be responsible for ensuring all Facilities, landscaping, irrigation, furniture, and equipment are left in good working condition, with general allowances for standard wear and tear. No more than thirty (30) calendar days but no less than twenty-five (25) calendar days prior to the end of the Contract, the Contractor shall complete a preliminary site walkthrough inspection with the City and/or its designee to demonstrate the good working condition of all City property. The preliminary site walkthrough shall not include bus signs installed in the public right-of-way, but shall include a walkthrough of the storage facilities where sign materials are held. If findings are made to the contrary, the Contractor shall be responsible for repair or replacement costs. All repairs or replacements shall be made and approved/accepted by the City prior to the end of the contract and before final payment is made to the Contractor for services rendered.

The Contractor shall be responsible for transferring all City property to the City and/or its designee including but not limited to facilities keys, equipment, inventory, and records, including electronic databases and reports. The Contractor shall be responsible for transferring bus sign materials, including signs, poles, and related equipment to the City and/or its designee.

Deliverable(s):

- *The Contractor shall provide the LADOT Project Manager a comprehensive report of its findings during the site walk-through of all repairs or replacement and the associated costs no more than thirty (30) but no less than twenty-five (25) calendar days prior to the end of the Contract, for review and approval by the City. All completed repairs and replacements require City approval and acceptance prior to final payment. The Contractor shall also transfer all City property including databases and reports.*

5. Performance Standards and Performance Penalties

In addition to each statement that explicitly states “required”, each statement within this Request for Proposal that states “should”, “shall”, “will”, “expects”, “expected”, and/or “must” will be interchangeably understood by the Contractor and City as a requirement and therefore will result in performance penalties.

LADOT monitors and evaluates contractor service in terms of management abilities and adequacies, cost control and overall performance of the Contractor. Performance Penalties will be assessed based on the Contractor’s failure to meet the required tasks and subtasks and established standards as set forth in this section, Exhibit 3 - Site Visits and Inspections Frequency, Exhibit 4 - Facilities Management Schedule and Details, and in Exhibit 5 - Facilities Standard Response Times. These standards and performance penalties will be based on the following performance criteria and assessed based upon LADOT’s inspections or specified number of verifiable patron complaints in each category (if applicable).

The penalty shall be deducted from any amounts otherwise payable to the Contractor. The imposition of this penalty shall not preclude the Owner from pursuing any other rights or remedies available under this Agreement or applicable law.

5.1 Cleanliness and Graffiti Removal

The Contractor shall clean/sweep, remove trash, and remove graffiti as described in Section 4 – Scope of Work and Exhibit 4 - Facilities Management Schedule and Details. 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/LACMTA/MetroLink staff or three (3) verifiable patron complaints will result in the imposition of the performance penalty.

5.2 Adherence to Task Performance Schedule

Tasks shall be performed at scheduled intervals in order to maintain the facilities 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 or Exhibit 4 - Facilities Management Schedule and Details and non-performance is verifiable by LADOT/LACMTA/MetroLink staff or by two (2) credible patron complaints, the penalty will be \$100 per each task not performed.

5.3 Depot Building Maintenance

Contractor shall clean and maintain the depot building as described under Section 4 – Scope of Work and Exhibit 4 - Facilities Management Schedule and Details. Contractor shall 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.

5.4 Landscaping and Irrigation

Contractor shall 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 and Exhibit 4 - Facilities Management Schedule and Details, 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 shall be adhered to and all irrigation systems shall 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.

5.5 Mechanical Systems

The Contractor shall ensure that all facilities 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 facilities 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 shall inform the City if delivery of repair parts exceeds the permitted time and, thereby, unavoidably delays the repair work.

5.6 Notifications

The Contractor's Facilities Manager is responsible for notifying LADOT of all problems or maintenance issues that could constitute a future problem, and suggest ways to correct the potential problem. The contractor is also responsible for notifying LADOT of all outages, disruption of services, and emergencies. Contractor's failure to make a required notification to LADOT within the time requirement stated within this Request for Proposals will result in a \$100 performance penalty per operating day that each required notification is not made. LADOT reserves the right to request the Contractor to replace the Facilities Manager if the person is deemed inadequate in performance.

5.7 Key Project Personnel, Alternate and Replacement Staff

The Contractor shall ensure that all Key Project Personnel positions identified in the proposal are continuously staffed throughout the duration of the contract. This includes providing City-approved alternates or replacements to fill in during any periods of absence or vacancy.

- **Staffing Continuity:** If any Key Project Personnel are unavailable for more than one (1) shift or working day, the Contractor shall provide a qualified and City-approved alternate or replacement. Failure to do so may result in a performance penalty of **\$100 per operating day** for each unfilled position.
- **Extended Vacancies:** If any Key Project Personnel or other required positions remain vacant for more than **ten (10) business days**, without an approved alternate or replacement, the Contractor will be assessed a penalty of **\$100 per vacant position per business day** until the position is adequately staffed with City-approved personnel.
- **City Approval of Personnel:** All primary and alternate Key Project Personnel shall be submitted to the City for **prior review and written approval** before contract commencement or any changes thereafter. The City reserves the sole right to reject any proposed personnel who do not meet the qualifications specified in this RFP or are deemed unsuitable for performing the required services.
- **Responsibility:** Approval by the City does not relieve the Contractor of responsibility for the performance, conduct, or omissions of its personnel or subcontractors.

5.8 Subcontractor Non-Compliance

- If the Contractor fails to maintain required subcontractor agreements, or uses unapproved subcontractors, the City may assess a penalty of \$1,000 per incident.
- Continued non-compliance may result in additional remedies, including suspension or termination of the Agreement.

5.9 Cure Period and Repeated Non-Performance

- The Contractor shall have five (5) business days to cure any identified deficiency upon written notice from the City.
- Repeated or chronic violations may result in increased penalties, retention of payments, or contract termination for cause.

6. Proposal Format and Submission

The response to this RFP shall be made in accordance with the format set forth in this Section and Subsections. Failure to adhere to the format described within this RFP may cause rejection of the proposal as non-responsive. LADOT reserves the right to ask Respondents to cure non-material deficiencies in their Proposal; non-material deficiencies that are cured shall not be the basis of a proposal being deemed non-responsive.

6.1 Proposal Content

This RFP has been structured to provide specific requirements that function as a standardized framework for evaluating a Proposer's qualifications.

It is the Proposer's responsibility to prepare a proposal that is representative of the Proposer's qualifications. At a minimum, proposals are required to meet all the requirements specified in this RFP and **Proposers shall also answer all questions in Section 7.3 Proposal Evaluation Criteria**. Proposers are allowed to include additional services, equipment, technology, or systems that enhance the proposal's value. If there is any additional information that would assist the City in better assessing the proposal, the Proposer should include all such information in its response under the title, "Additional Information." Refer to Exhibit 13 - Proposal Requirements Checklist, attached hereto and incorporated herein.

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate, and reliable presentation. The responses to this RFP shall be made in accordance with the format outlined in this Section. Failure to adhere to the format described within this RFP may cause rejection of the proposal as non-responsive. Only proposals deemed responsive will be considered for award of Contract

6.1.1 Cover Letter

The proposal shall contain a cover letter, introduction, and a general statement for the purpose of responding to the RFP opportunity listing (limited to one page). The cover letter shall also include:

- Opportunity Title and RAMP ID Number of the RFP, "RFP Facilities Maintenance and Signposting, RAMP ID #216028"
- Legal business name, business address, and telephone number of the Proposer and company RAMP ID profile number
- Legal business status and business structure of the Proposer (Sole proprietorship, partnership, limited liability company, corporation, C-corporation, S-corporation, benefit corporation, close corporation, nonprofit corporation, cooperative, other)
- Name(s), title(s), address(es), telephone number(s), and email address(es) of the person(s) who are authorized to legally represent the Proposer regarding all matters related to the Proposal and contract subsequently awarded to said Proposer, including to enter negotiations with the City. The cover letter shall also indicate any limitation of authority for any person(s) named.
- The cover letter shall be signed by the representative(s), or officer(s), of the Proposer's business who is authorized to legally bind the Proposer to all provisions of this RFP, to all offers, statements, and pricing submitted in the Proposal, to any subsequently awarded

Contract(s), and any subsequent changes or Amendments to the Contract(s), if an award is made (Refer to Section 6.9 Execution of Proposals for more information).

- If the Proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner thereof.
- If the Proposer is a California corporation, the proposal shall be signed on behalf of the corporation by:
 - Two (2) authorized signatories: One signatory shall be of the Chairman of the Board, President, or Vice-President, **and** one signatory shall be of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is acceptable.
 - or-
 - One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors, or copy of the Bylaws, authorizing the individual to sign.

6.1.2 Table of Contents

The proposal shall include a table of contents that clearly identifies the materials included in the proposal, ordered and separated by section and page number.

6.1.3 Company Profile

The Proposer shall provide a Company Profile in the format of a narrative summary. The Company Profile shall include:

- Date and location company was founded/established
- Type of business (Sole proprietorship, partnership, limited liability company, corporation, C-corporation, S-corporation, benefit corporation, close corporation, nonprofit corporation, cooperative, other)
- Type of business (Local, national, or international). If national or international, the Proposer shall specify where the Company is headquartered and list all satellite locations.
- Historical background of the Company
- Financial Status Report
 - It is imperative that the Proposer include adequate information in the Company Financial Status Report, as the City will utilize this information during the evaluation phase of this RFP to determine the Proposer's financial ability to complete the Scope of Work in any awarded Contract(s).
- The total number of full-time staff employed by the Company across the country
- The number of full-time staff that will directly provide the services specified within the Scope of Work of this RFP and Proposal.
- Identification of the key individuals who will primarily work with LADOT, including officers, managers, and staff. Refer to Section 3.3 Required Staffing Plan and Required Key Project Personnel for required positions.
 - Include names, titles, licenses, certificates, fields of expertise, resumes, and relevant experience for all officers, managers, and staff that are required by this RFP.
 - Resumes of all key personnel shall be included in the Proposal as an attachment.
- If personnel assigned to this project shall be shared with other projects, indicate how much time each person/position will be devoted to this project and to all other

projects. The Proposer shall identify the percentage of time dedicated to this project, along with the dedicated time of other projects.

- Proposers shall include a completed Position and Task Report (refer to Exhibit 12 - Personnel and Position Task Report, attached hereto and incorporated herein) for all key personnel working on this project within the Company Profile.
- Proposers are to include a section within the Proposal outlining the methodologies used for hiring and evaluating personnel working on this project.
- A Staffing Plan that shall describe the performance and function of all supervisory personnel and other required/key personnel in detail.
- A project organizational chart of all personnel working on this project, that depicts the project team's organization, including reporting relationships to the Project Manager, supervisory staff, General Manager, and all other key personnel.

In addition to the information requested within this Subsection, Proposers shall complete Exhibit 12 - Personnel and Position Task Report, Form A - Questionnaire (attached hereto and incorporated herein) and Form D - Financial Background (attached hereto and incorporated herein). The Exhibit and Forms listed here shall be included in the Proposal section titled, "Proposed Costs."

6.1.4 Proposer Qualifications

Proposers shall have at least five (5) years of successful experience in facilities management and maintenance and sign management and maintenance. The Proposer shall demonstrate successful experience in project budgeting, project management, commercial property management (especially of rail stations and Park-and-Ride facilities), construction management, capital improvement project management, asset management, and landscape management. Proposers shall have experience working with subcontractors on rail station capital improvements, and should have relationships or knowledge of local contractors who can maintain any and all parts of the rail stations. Proposers shall have executed a comparable scope of work to that described within this RFP or should consider submitting as a sub-contractor in collaboration with a Prime Proposer that can demonstrate such experience.

The Proposer Qualification Section of proposals shall contain a client list of the Proposer's complete history of participation in projects of comparable scope and complexity to those as described in the RFP, including any past LADOT service, with a summary of the results and final work products of each of those projects. Proposers shall complete one (1) Form B - Proposer's Past Projects and Experience, attached hereto and incorporated herein, for each separate project or client related services were successfully provided. Proposers shall ensure that addresses, phone numbers, and email addresses for all clients' provided are current and operational.

6.1.5 References

The Proposer shall include in the Reference Section of its proposal at least three (3) credible references from municipalities or transit agencies with whom the Proposer has performed services like those described in this RFP within the past five (5) years. LADOT reserves the right to request additional references, to contact and verify all references, and to request additional supporting information from the Proposer as LADOT deems necessary.

The Proposer shall complete one (1) Form C - Additional Proposer References, attached hereto and incorporated herein, for each reference provided. Proposers shall ensure that addresses,

phone numbers, and email addresses for all references provided are current and operational. The information gained through reference checks will be incorporated into the City's evaluation of the Proposer's qualifications.

6.1.6 Staffing and Organization

Proposers shall complete and provide a Staffing Plan. The Staffing Plan is an essential component of the proposal and shall describe and detail the performance and function of all management, supervisory, key project personnel, and any other personnel positions deemed critical or necessary for the successful completion of the scope of work described in this RFP. The Staffing Plan shall include a commitment matrix detailing the percentage of time each individual will dedicate to this project.. Proposers shall: (1) Complete and submit Exhibit 12 - Personnel and Position Task Report, as part of their proposal; (2) Included detailed resumes for all required key project personnel; and, (3) Include an organizational chart that depicts clear lines of authority between all management, supervisory, and required personnel.

At a minimum, the Staffing Plan shall include, but not be limited to, detailed descriptions of the required Key Project Personnel, as described in Section 3.1 Staffing Requirements and other key project personnel or staff the Proposer may deem necessary for the successful completion of this project. The Proposer shall identify all Primary and Alternate/Replacement personnel for each of the required positions and other staff as appropriate. Any proposed replacement personnel must possess qualifications and experience equal to or greater than the original personnel submitted in the proposal.

The Proposer shall notify LADOT, in writing, within five (5) business days, of any changes to the job functions and/or person assigned to these key positions. LADOT reserves the right to approve/deny any personnel changes. LADOT may also require the Contractor to remove and replace any personnel deemed unsatisfactory in their performance of the contract.

If the Proposer includes the use of subcontractors for any position(s)/work described within this RFP, the proposal shall describe the arrangement(s) agreed upon between the Proposer and the subcontractor(s) and the specific tasks and work to be completed by the subcontractor(s).

All Proposers shall incorporate the personnel retained as required by the City's Service Contract Worker Retention Ordinance (SCWRO), as described in Appendix A - Mandatory City Contracting Requirements (July 2024), Section J. Living Wage Ordinance and Worker Retention Ordinance, within the Staffing Plan.

6.1.7 Operating Methodology & Plans

1. Facilities Management Plan
 - a. Landscape and irrigation asset inventory
 - b. Start-Up Landscape Clean-up and Plant Replacement Plan
 - c. Facilities Systems and Components Asset Inventory
 - d. Facilities Systems and Components Asset Management Plan
 - e. Preventative Maintenance Plan
 - f. Maintenance Schedule
 - g. Capital Improvement Plan
 - h. Waste Removal Plan

- i. Facilities Management, Progress, and Budget Report template
 - j. Incident Notification and Resolution Report template
2. Sign Management and Maintenance Plan

6.1.8. Best Value Proposal

This is a best-value procurement. This is not a low-bid procurement. The cost proposal will only account for up to ten (10) points of the total evaluation score. Proposers shall submit a cost proposal that includes pricing to satisfactorily and successfully complete the services described in this RFP.

All costs of this RFP shall be submitted on the appropriate Cost Component Forms and included in the Proposal Section titled, "Proposed Costs." The Cost Component Forms for this RFP include Form E - Cost Component: Facilities, attached hereto and incorporated herein, and Form F - Cost Component: Sign Management & Maintenance, attached hereto and incorporated herein.

All Cost Component Forms shall be completed in adherence to the instructions of each Cost Component Form and shall be formatted as shown on each Cost Component Form.

The costs associated with any optional proposed deliverables shall be clearly separated in the budget.

All proposals, including associated costs, quotes, and pricing, submitted in response to this RFP shall be binding on the Proposer for a minimum of three hundred sixty-five (365) days from the Proposal Deadline of this RFP.

6.1.9 City Contracting Requirements

All compliance documents listed in Appendix A - Mandatory City Contracting Requirements (July 2024), shall be submitted with the proposal or as indicated. Failure to comply with these requirements may render the proposal non-responsive.

[Mayor's Executive Directive No. 14 \(Villaraigosa Series\)](#), requires that all proposers responding to this RFP perform subcontractor outreach to all available MBE, WBE, SBE, EBE, DVBE, and OBE firms which could perform a portion of the scope of work required in this RFP. As proof of the proposer's outreach efforts, the proposer is required to perform the Business Inclusion Program (BIP) Outreach on the City of Los Angeles Regional Alliance Marketplace for Procurement (RAMP) website, at <https://www.rampla.org/s/>.

All Proposers shall perform and submit the BIP Outreach requirements on RAMP, as described in Appendix A - Mandatory City Contracting Requirements (July 2024), Section A - Business Inclusion Program (BIP). In addition to completing the BIP Outreach requirements on RAMP, Proposers shall download BIP Schedule A from the RAMP website and include BIP Schedule A within the proposal submission.

IMPORTANT: The due date to complete BIP Outreach is Thursday, February 12, 2026, at 12:00 AM (midnight) PT. Failure to satisfy the BIP Outreach requirements by the BIP Outreach due date shall result in the proposal being deemed non-responsive and disqualified from being considered.

6.1.10 Financial Background Statement

The Proposer shall complete and submit Form D - Financial Background, attached hereto and incorporated herein, in addition to submitting a detailed company portfolio demonstrating the Proposer's financial background including the company's financial viability for the past three (3) years; credit references; on-going projects; and all pending litigations which the company may be directly or indirectly involved. Proposers shall include financial statements, including balance sheets and income statements prepared by an independent certified public accountant for the past three (3) years to reflect the financial condition of the Proposer. Financial background statements shall also include whether the company has ever had a bond or surety canceled or forfeited and whether the company has ever been declared bankrupt. Failure to submit the above aforementioned documents, omit or provide misstated information may result in the rejection of the proposal and result in disqualification.

6.2 Submitting Proposals

All proposals shall be submitted no later than **Thursday, February 26, 2026, at 3:00 PM (PT)**.

Timely submission of proposals is the sole responsibility of the Proposer. All proposals delivered after the deadline will be deemed non-responsive. The City reserves the right to determine the timeliness of all proposal submissions.

All solicitation responses shall be received by the deadline stated above and submitted electronically through Hightail (<https://www.hightail.com/lite-signup>), addressed to lindsey.estes@lacity.org, with a copy to ladot.transitcontracts@lacity.org. The file name shall contain the Proposer's company name, RAMP ID # (Opportunity Number), Request for Proposals Opportunity Title, and Part Number (e.g., CompanyName_RAMP216028_FacilitiesMaintenance&Signposting_Part#). LADOT will not accept hard copy proposal responses, including those delivered by hand-delivery, USPS, or other mail couriers.

Hightail offers registration for a free account that allows users to upload and send files with a maximum size of 100MB. Senders will receive an email confirmation and the recipient will receive a link to the files. LADOT will confirm the acceptance of proposals to senders by email outside of Hightail. Access to the files will expire after a certain amount of days (auto-generated by Hightail).

The proposal shall be in PDF format and include the contents described in this RFP and Exhibit 13 - Proposal Requirements Checklist. Additionally, Proposers shall answer all questions in Section 7.3.1 Qualifications of Proposer (20 points), Section 7.3.2 Qualifications of Staff (10 points), Section 7.3.3 Qualifications of Subcontractors (10 points), Section 7.3.4 Operating Methodology and Work Plans (50 points), and Section 7.3.5 Cost Effectiveness (10 points). All required Exhibits, Forms, and Reports listed in Section 13. Exhibits (attached hereto and incorporated herein), Section 14. Forms (attached hereto and incorporated herein), and Section 15. Appendices (attached hereto and incorporated herein) shall be included in proposal responses. All responses shall not exceed eighty (80) single-sided, or forty (40) double-sided, pages of content, exclusive of cover, dividers, resumes, and other requirements.

The proposal shall be in PDF format and submitted in four (4) parts:

- **Part 1 – Proposal**
 - All documentation requested in Sections 6.1.1 – 6.1.8, Section 7.3 Proposal Evaluation Criteria, Exhibit 12 - Personnel and Position Task Report, and Section 14. Forms shall be

submitted together as Part 1 of the Proposal. Part 1 of the Proposal shall include a table of contents and numbered pages for ease of review by the evaluation committee. Emphasis should be placed upon completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. The file name shall contain the Proposer's company name, RAMP ID # (Opportunity Number), Request for Proposals Opportunity Title, and Part Number (e.g., CompanyName_RAMP216028_FacilitiesMaintenance&Signposting_Part1).

- **Part 2 – Mandatory City Contracting Requirements**

- All City Contracting Requirements specified within Section 6.1.9 City Contracting Requirements and Appendix A - Mandatory City Contracting Requirements (July 2024), (other than those submitted through RAMP) shall be submitted in a separate PDF document as Part 2. The file name shall contain the Proposer's company name, RAMP ID # (Opportunity Number), Request for Proposals Opportunity Title, and Part Number (e.g., CompanyName_RAMP216028_FacilitiesMaintenance&Signposting_Part2).

- **Part 3 - Mandatory FTA Contracting Requirements**

- All FTA Contracting Requirements specified within Appendix B - Federal Transit Administration (FTA) Contractual Provisions (August 2025), attached hereto and incorporated herein, (other than those submitted directly to FTA) shall be submitted in a separate PDF document as Part 3. The file name shall contain the Proposer's company name, RFP #, Request for Proposals Opportunity Title, and Part 3 (e.g., CompanyName_RAMP216028_FacilitiesMaintenance&Signposting_Part3).

- **Part 4 – Financial Background Statement**

- All details required under Section 6.1.10 Financial Background Statement shall be submitted in a separate PDF document as Part 4. The file name shall contain the Proposer's company name, RAMP ID # (Opportunity Number), Request for Proposals Opportunity Title, and Part Number (e.g., CompanyName_RAMP216028_FacilitiesMaintenance&Signposting_Part4).

For reference, and to assist in preparing all four (4) Parts of the Proposer's response to this RFP, the three (3) checklists are included in this RFP are: Appendix A - Mandatory City Contracting Requirements (July 2024), City Contracting Requirements Checklist; Appendix B - Federal Transit Administration (FTA) Contractual Provisions (August 2025), FTA Checklist - Service/Operations; and, Exhibit 3 - Site Visits and Inspections Frequency.

6.3 Mandatory, Virtual Pre-Proposal Conference

The **mandatory**, virtual Pre-Proposal Conference will be held to clarify the contents of this RFP, the Scope of Work, the RFP process, and requested services. The mandatory, virtual Pre-Proposal Conference will be conducted via the Zoom Platform, on Thursday, January 22, 2026, at 10:00 AM PT. Interested Proposers shall register for the Pre-Proposal Conference, using the following link:, no later than Wednesday, January 21, at 4:00 PM PT.

Registration Link for the Mandatory, Virtual Pre-Proposal Conference:
<https://us02web.zoom.us/j/88078630371>

Prospective respondents who fail to attend or meet the following mandatory attendance requirements for this conference will not be eligible to submit a response to this RFP.

- Attendance is mandatory
- Attendees who are more than fifteen (15) minutes late from the scheduled start time of the conference will not receive attendance credit
- At least one (1) representative from each proposer's company shall be present and remain logged into the conference until the conference is officially concluded by the LADOT.

Proposers may submit questions prior to the mandatory pre-proposal conference or at the conference via the virtual platform. Further questions shall be submitted prior to the end of the final day to submit written questions, Thursday, January 29, 2026, at 5:00 PM PT. Answers to all questions will be provided via the RAMP website. No individual responses will be given.

6.4 RFP Addenda/Clarifications

Proposers shall submit written inquiries or requests for clarification, interpretation, or corrections of any discrepancies or omissions regarding this RFP via Google Form, at: <https://docs.google.com/forms/d/e/1FAIpQLSfWko9RfBuMyEmETr-SZZuP9V9gc510CqfwHxW6Mr508VqG6g/viewform>, by Thursday, January 29, 2026, at 5:00 PM PT. Questions received after the deadline will remain unanswered.

LADOT will answer all questions from proposers or announce any revisions to the RFP on the RAMP website, <https://www.rampla.org/s/>, in the RFP Opportunity Listing, through written Addenda. No individual responses will be given.

The Proposer shall acknowledge the addendum/addenda by printing and signing the addendum/addenda and including the document(s) in the appendix of the proposal. Proposals that fail to acknowledge receipt of any written addendum or addenda may result in the rejection of the proposal as non-responsive.

LADOT is unable to provide assistance to users that need help with their BIP Outreach, Summary Issues, or RAMP Business Profiles. For RAMP assistance, please visit the RAMP website and click on Support or navigate to <https://www.rampla.org/s/support>. There are a number of manuals published on the RAMP website that may provide instructions to resolve issues that users may experience. If these manuals do not work, please submit a RAMP help ticket for additional assistance, by visiting <https://cityoflaprod.service-now.com/rampla>.

6.5 Acceptance of Terms and Conditions

Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated in the Proposal.

6.6 Proposal Conditions and Limitations

Proposals that set forth conditions or limitations different from those set forth in the RFP may be considered non-responsive and rejected.

6.7 Conference During the Proposal Period

After expiration of the time to submit proposals and continuing until a contract has been awarded, all City personnel involved in the project are directed **NOT** to hold any meetings, conferences, or technical discussions with any Proposer except as provided in this Section. Proposers shall not communicate in any manner with City personnel regarding the RFP or the proposals during this period of time, unless authorized, in writing, by the Evaluation Committee. Failure to comply with this requirement will automatically terminate further consideration of that bidder's proposal.

6.8 Terms of Withdrawal

Proposers may withdraw their proposal provided that a request is submitted in writing and is received prior to the proposal deadline. A written request to withdraw, signed by an authorized representative of the Proposer, shall be submitted to LADOT Headquarters at 100 South Main Street, 10th Floor, Los Angeles California 90012, with a copy emailed to lindsey.estes@lacity.org and ladot.transitcontracts@lacity.org to ensure timely receipt. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the specified submission deadline.

After the Proposal due date/time, no Proposer may withdraw their proposal. A Proposer will not be released on account of errors in its proposal. All proposals shall be firm offers and may not be withdrawn for a period of three hundred sixty-five (365) calendar days following the deadline date for submission of proposals noted herein.

6.9 Execution of Proposals

If the proposal is submitted by a joint venture, then both firms shall sign the proposal in the name of the joint venture. If the Proposer is a corporation, the proposal shall be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice President and Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. If the Proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner thereof.

6.10 Disposition of Proposals

All proposals submitted in response to this RFP will become the property of the City and will be a matter of public record. Proposers shall identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims are exempt from disclosure under the Public Records Act (California Government Code §6250 et seq.).

Any Proposer claiming such an exemption shall identify the specific provision of the Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption shall also state in its proposal that the proposer agrees to defend, indemnify, and hold harmless the City, and its Officers and employees, from any action brought against the City for its refusal to disclose such material, trade secrets, and other proprietary information to any party making a request therefor. Any Proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act.

6.11 Limitations

Notwithstanding any other provisions of this RFP, the City reserves the right to reject all proposals and to waive any informality in a proposal when to do so would be to the advantage of the City or its taxpayers.

The Proposer understands and agrees that the City shall have no financial responsibility for any costs incurred by the Proposer in responding to this RFP.

The [City of Los Angeles Administrative Code, Division 10, Chapter 1, Article 2, §10.15 \(d\)](#) requires that every proposal, bid, or offer shall have thereon or attached thereto the affidavit of the bidder indicating that: such proposal is genuine, not sham or collusive, nor made in the interest of any person not therein named; that the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a sham bid or to refrain from proposing; and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any proposal made without such affidavit, or found to be in violation thereof, shall not be considered (Reference Appendix A - Mandatory City Contracting Requirements (July 2024), Section D. - Non-Collusion Affidavit).

The selected Proposer shall stipulate that in any action related to the awarded contract, the venue shall be in the County of Los Angeles, State of California.

7. Evaluation and Selection Process

7.1 Mandatory Requirements

All proposals will be reviewed by the City to determine if the proposals contain the minimum essential requirements outlined in this RFP, including instructions governing submission and format, compliance with Mandatory City Contracting Requirements, satisfactorily completing the BIP Outreach requirements [Refer to Appendix A - Mandatory City Contracting Requirements (July 2024)], and satisfactorily completing the FTA Requirements (Refer to Appendix B - Federal Transit Administration (FTA) Contractual Provisions (August 2025, FTA Checklist - Service/Operations)).

Proposals that satisfy all minimum requirements set forth in this RFP will be deemed responsive. LADOT reserves the right to ask Respondents to cure non-material deficiencies in their Proposal; non-material deficiencies that are cured shall not be the basis of a proposal being deemed non-responsive. Any Proposals deemed non-responsive will be notified in writing.

7.2 Evaluation Committee

Evaluation of the proposals will be made by an Evaluation Committee that will consist of at least three members appointed by LADOT.

The Evaluation Committee will rank all responsive proposals according to the guidelines outlined in Sections 7.3, 7.5, 7.6 and 7.7. The successful and most qualified Proposer(s) will be named and selected after all the proposals, as-needed oral interviews, and as-needed presentations are completed and evaluated by the Evaluation Committee. The Evaluation Committee will prepare a report for the General Manager of LADOT that includes the information that was utilized to evaluate all proposals and the

explanation for the recommended selection of the most qualified Proposer(s), which will be forwarded to the Mayor and City Council for approval.

7.3 Proposal Evaluation Criteria

The Evaluation Committee will use the evaluation criteria below to examine the submitted proposal(s).

Proposers are reminded that this is a best-value procurement. This is not a low-bid procurement. The cost proposal is only one consideration in the evaluation process. LADOT is interested in cost-effectiveness and will evaluate proposed costs in relation to the quality and level of service to be provided. The qualifications of the Proposer, proposed staff, and the proposed operating plan and methodology will all be considered during the evaluation of the proposal(s). Written proposals from responsive Proposers will be evaluated and awarded points using the criteria described in Sections 7.3.1 through 7.3.5. The maximum points proposers may earn for their written proposals is one hundred (100) points, which becomes the Total Written Proposal Score.

The Total Written Proposal Score excludes any and all preferences or incentives awarded as described in Section 7.6 - Local Business Preference Program Ordinance, and Section 7.7 - California Labor Code §1070-1074 for Public Transit Service Contracts. The Total Final Evaluation Score that Proposers may earn will include the Total Written Proposal Score, any and all applicable Local Business Preference Program (LBPP) awarding preferences, and any and all applicable California Labor Code for Public Transit Service Contracts incentives.

The Evaluation Committee will score and apply a forced rank to all responsive proposals according to the following evaluation criteria and may conduct interviews with each responsive Proposer.

Evaluation Criteria for RAMP Opportunity 216028		
Section	Evaluation Criteria	Points Possible
7.3.1	Qualifications of Proposer	20 Points
7.3.2	Qualifications of Proposed Staff	10 Points
7.3.3	Qualifications of Subcontractors	10 Points
7.3.4	Operating Methodology and Work Plans - Facilities Management Work Plan - Sign Management and Maintenance Work Plan	50 Points 40 Points 10 Points
7.3.5	Cost-Effectiveness	10 Points
TOTAL WRITTEN PROPOSAL SCORE		100 Points
7.6	Local Business Preference Program Ordinance*	
7.6	Contractor - Local Business* (Certified and approved by DAA) -or-	Up to 10 Points* (Up to 10% increase added to Total Written Proposal Score)* -and- Up to 10% reduction of total bid price (solely for evaluation purposes, not to exceed \$1,000,000)*

Evaluation Criteria for RAMP Opportunity 216028		
Section	Evaluation Criteria	Points Possible
7.6	Contractor - City Business* (Certified and approved by DAA) -or-	Up to 12 Points* (Up to 12% increase added to Total Written Proposal Score)* -and- Up to 12% reduction of total bid price (solely for evaluation purposes, not to exceed \$1,000,000)*
7.6	Contractor - No LBPP Certifications WITH Subcontractor with LBPP Certifications* (Certified and approved by DAA) -or-	Up to 5 Points* (Up to 5% increase added to Total Written Proposal Score)* -and- Up to 5% reduction of total bid price (solely for evaluation purposes, not to exceed \$1,000,000)*
7.7	California Labor Code for Public Transit Service Contracts**	Up to 10% increase added to Total Written Proposal Score**
TOTAL FINAL EVALUATION SCORE		Up to 122 Points***

* Additional awarding preferences will be added to the Total Written Proposal Score as described in the Los Angeles Administrative Code Article 4. Local Business Preference Program, as referenced in Section 6.6 – Local Business Preference Program Ordinance

** Additional points will be added to the Proposers Total Written Proposal Score. Refer to Section 6.7 California Labor Code for Public Transit Service Contracts.

*** Total Final Evaluation Score is a total of the Total Written Proposal Score, all applicable LBPP awarding preferences, and all applicable California Labor Code for Public Transit Service Contracts added together, including any applicable reduction in bid price.

7.3.1 Qualifications of Proposer (20 points)

Each Proposer shall demonstrate past and present ability to fulfill the requirements established by this RFP. Each Proposer shall provide detailed information demonstrating an ability to perform the necessary services with specific reference to the activities noted in this RFP in Section 4. Scope of Work.

Proposals should demonstrate technical ability and experience with projects similar in size and scope, including those related to Facilities, property and/or facilities management, and rail stations. Proposals will be evaluated based on the relevant experience of the firm and the references provided in Form B - Proposer's Past Projects and Experience. Proposals will be evaluated based on past record of performance and familiarity with local, state, and federal policies and procedures.

Proposers shall furnish proof of ability to perform the terms of this proposal. The Proposer shall include in their proposal a list of clients, the clients' addresses and telephone numbers, for whom the Proposer has performed services similar to those described in this RFP. The Proposer

shall also include a description of all those similar services, including dates and duration of work. The Proposer's organizational chart shall be included in this section.

Proposers shall provide comprehensive answers to the following list of questions. The responses to these questions will be included in the City's evaluation of the proposer. In addition, the response to the questions may be incorporated and made part of the contract. In your proposal, please restate the following questions followed by your response.

- a. What is the general type of work performed by your firm and in what geographical areas do you predominantly work?
- b. What is your firm's knowledge of and experience in managing and maintaining Facilities as described herein this RFP, or other similar projects?
- c. What other contracts has your firm negotiated with private or public entities which are similar to this RFP? What are the major differences between the previous work and this RFP? What was the Scope of Work and budget of the other contracts? Provide a detailed list of other companies (including contact person) of similar Scope of Work.
- d. What research does your firm perform in the area to be served prior to pursuing a service contract? Describe your knowledge of the service area associated with the contract we are evaluating?
- e. What performance standards has your firm established for its contract operations? What are some of your goals and what has been achieved? Please provide detailed examples.
- f. How would you respond to emergencies and/or unanticipated events at one of the facilities listed in this RFP? The Proposer should describe any past experiences that would qualify under these evaluation criteria and explain how the events were handled by the Proposer.
- g. Has your firm ever failed to complete any work awarded to you? Has your firm ever defaulted or been terminated from a contract? If yes, please explain in detail.
- h. Has your firm received any "Cure Notices" or other written notices regarding poor/unsatisfactory performance in the past three years? If yes, please explain in detail.
- i. What is your firm's previous experience working with the proposed subcontractors? What type of agreement do you have with them? How do you ensure accountability of your subcontractors?

7.3.2 Qualifications of Staff (10 points)

The City will be evaluating the proposed staff's experience, education, and background. The Proposer should identify the Principal, Project Manager/General Manager, Key Project Personnel, all required personnel, and support staff. Background and experience shall be included, as well as their availability and commitment to work on this project. Resumes shall include dates of previous employment history. An organizational chart of all positions with management personnel, Key Project Personnel, and subcontractors' names indicated should be included in this section. The Proposer should describe the tasks to be assigned to the Principal and the Project Manager, and their percentage of time that they will be dedicated to these tasks.

This section of the proposal will include, but be not limited to, a list of all required personnel and subcontractors for the project. If subcontractors are to be used, describe the arrangement as well as their role in the project.

Proposers shall provide thorough answers to the following questions. The responses to these questions will be included in the City's evaluation of the proposer. In addition, the responses to

the questions may be incorporated and made part of the contract. In your proposal, please restate the questions followed by the response.

- a. Identify the Facilities Manager who will work 100 percent of his/her time on this project and his/her Alternate(s). Describe the person's experience and qualifications to perform the work.
- b. Please identify all other staff that will work on this project. What are their backgrounds and what percent of each person's time will be allocated to the project? (Refer to Section 3 above)
- c. How are staff vacations and emergencies handled? Who performs the duties of a staff member when that person is on vacation?

7.3.3 Qualifications of Subcontractors (10 points)

The Proposer shall clearly identify all subcontractors that will be utilized to perform any portion of the work described in this RFP, whether fixed-price or variable, as-needed tasks. The proposal shall include:

- A list of proposed subcontractors, organized by type of work (e.g., electrical, paving, signage, specialized transit infrastructure).
- An organizational chart showing how subcontractors relate to the prime contractor in both fixed-price and variable-cost work execution.
- A clear explanation of which subcontractors are proposed for specific categories of specialized tasks (e.g., switchgear, thermoplastic rail markings, ADA-compliant transit elements).
- Documentation of subcontractor qualifications and relevant experience performing work in public transportation environments.
- Subcontractor resumes or firm profiles highlighting certifications, rail/transit safety training, or Right-of-Entry permit experience.
- Evidence of **preexisting relationships or commitment letters** from subcontractors confirming availability and agreement to perform services if the contract is awarded.
- An explanation of how subcontractor coordination will be managed, including communication, scheduling, quality control, and compliance oversight.

Failure to provide clear identification of subcontractors, their roles, qualifications, or proof of commitment may result in disqualification or scoring reductions in this category.

7.3.4 Operating Methodology and Work Plans (50 points)

- Facilities Management Plan (40 points)
- Sign Management and Maintenance Work Plan (10 points)

The Proposer shall explain in detail the methods and resources the Proposer will utilize to perform the work, tasks and subtasks, described in this RFP. The Proposer's Work Plans will be evaluated based on the proposer's effective approach and quality of the Plan. Proposers should respond to the following and include any other information that will be relevant to the project:

- a. Describe the number of people allocated to perform the duties, who will be performing the duties, their hourly rates, and what percent of their time is allocated to the project.

- b. What project management techniques, including software, will be used to manage daily tasks, capital improvements, emergency repairs, etc.?
- c. What communication protocols will be used to communicate with LADOT staff?
- d. How will you develop and carry out the Facilities Management Plan and the Sign Management and Maintenance Plan

7.3.5 Cost Effectiveness (10 points)

The City is interested in cost-effectiveness rather than lowest bid and will evaluate proposed costs in relation to the quality and level of service to be provided. The total cost and hourly rate to conduct the program described in the proposal shall be reasonable and competitive with other proposals without compromising the technical quality of the final products. Hourly rates for each key staff member and adequate supporting information shall be included in the proposal.

The qualifications of the Proposer and proposed staff, and the proposed operating methodology will all be considered along with the proposed cost component in evaluating cost effectiveness. Cost proposals quoted shall be firm for a period of 365 days from the deadline date of this RFP. If a contract is awarded after 365 days, the City may include a CPI increase to the proposed Year 1 rate, subject to the approval of the City Council.

Proposers shall complete the cost sheets. As outlined below, the cost proposal should provide the total fixed price for the project, and a detailed cost for each task and (Form E - Cost Component: Facilities and Form F - Cost Component: Sign Management & Maintenance).

- a. All direct and overhead costs.
- b. Number of task hours and billing rate of each key personnel assigned to the project.
- c. The cost of each task shown under Section 4 - Scope of Work should be itemized to the individual facilities. These costs may be shown as hourly rate, or may appear as cost for time, materials, tools, supplies and equipment, as for infrequent service such as lighting maintenance or graffiti removal.
- d. Any other known costs or expenses proposed as part of the project. Variable Costs are unknown, and therefore, will not appear in the total proposal. However, the hourly rate for personnel and equipment shall be indicated in the proposal.

7.4 Oral Interview

Proposers may be required to make oral presentations to the Evaluation Committee and should be prepared to have key management personnel available for these interviews. Interviews may be conducted virtually or in person at the LADOT headquarters, located at 100 South Main Street, Los Angeles, California 90012. LADOT will provide all proposers at least five (5) days advance notification should interviews become a requisite of the evaluation of proposals. LADOT reserves the right to schedule more than one interview if the City determines that doing so will improve the Committee's understanding of a respondent's proposal.

7.5 Evaluation and Forced Ranking

Each Evaluation Committee member shall rank all respondents from highest to lowest based on the Total Final Evaluation Score earned by each respondent. Each Evaluation Committee member shall submit their final scores and summarize their ranking. Equal rankings shall not be allowed.

If a consensus forced ranking is achieved (i.e., all Evaluation Committee members rank the same respondent first), then the highest-ranked respondent shall be recommended. Then the Chair shall convene the Evaluation Committee to discuss the strengths and weaknesses of each respondent. After the discussion, each Evaluation Committee member shall privately re-rank all respondents and turn in the rankings to the Chair.

If a consensus forced ranking is not achieved, then respondents with the highest forced ranking average forced rank score (with each Evaluation Committee member's ranking weighed equally) shall be recommended.

In the event of a tie, the Chair shall recommend the preferred respondent from among the respondents that have a tied forced ranking score and shall document, in writing, the reason for the decision. The Chair shall present the Evaluation Committee's recommendation to the General Manager. The General Manager shall make the final decision at LADOT and will submit the Department's recommendation to the Mayor and City Council.

Note that Total Final Evaluation Scores will only be used for purposes of forced ranking by each Evaluation Committee member. Under no circumstances will the sum of Total Final Evaluation Scores, the average of Total Final Evaluation Scores, or any other methodology involving the Total Final Evaluation Scores be used to select the recommended respondent.

7.6 Local Business Preference Program Ordinance

Proposers are advised that any proposal submitted and contract awarded from this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code, [Article 4, Local Business Preference Program \(LBPP\) Ordinance](#). The City is committed to maximizing opportunities for City and Local businesses, as well as encouraging local businesses to locate and operate in the City of Los Angeles and Los Angeles County. The LBPP Ordinance allows the Department to apply awarding preferences to all proposals submitted by contractors and subcontractors that hold and maintain valid LBPP certifications from the time of the proposal submission due date through the expiration of the term of the Agreement and all Amendments, as certified by the Designated Administrative Agency (DAA) or the Bureau of Contract Administration. LBPP business types and the application of any award preferences are defined in the Los Angeles Administrative Code, [Article 4, Local Business Preference Program Ordinance](#).

To be eligible for award preferences, all eligible LBPP proposers and subcontractors must be certified and approved by the DAA, pursuant to its rules and procedures as a Local Business, a City Business, a Local Small Business, or a Local Transitional Employer and two-thirds of the services under the proposal, Agreement, and all Amendments are to be produced or performed in the jurisdiction the award preferences and LBPP certifications are provided. Information and guidance for applying for LBPP certifications can be found in the RAMP Certifications Manual, available at https://www.rampla.org/resource/1709673431000/RAMP_Certification.

For a detailed breakdown of the manner in which award preferences, the increase in percentage of Total Written Proposal Score and the bid price reduction (preference applied to a bid price such that the total bid price shall be reduced by 10% of the bid amount, and the reduced bid amount shall be deemed the amount Bid by that proposer, solely for bid evaluation purposes), please reference the Los Angeles Administrative Code [Article 4. Local Business Preference Program Ordinance](#).

It is also important to note that there are ramifications and penalties for the awarded contractor and subcontractors that received LBPP award preferences and fail to maintain their LBPP certifications. These penalties, ramifications, and remedies are defined in the Los Angeles Administrative Code [Article 4, Local Business Preference Program Ordinance](#).

For more information on how to apply for other City of LA certification programs, visit <https://bca.lacity.org/certification>. If you have questions on submitting certifications on RAMP, please reach out to RAMP Support by submitting a SNow web form: <http://snow.lacity.org/rampla>.

7.7 California Labor Code §1070-1074 for Public Transit Service Contracts

[California Labor Code Chapter 4.6 - Public Transit Service Contracts, §1070 to 1074](#), state that if a bidder, as part of the bid for a public transit service contract, follows all provisions of these California Labor Code Sections and declares that they will retain all employees of the prior contractor or subcontractor for a period of not less than 90 days, allows the awarding authority the ability to add up to a ten percent (10%) score incentive to the bidder's Total Written Proposal Score, which is equivalent to up to 10 points.

This RFP is subject to California Labor Code Sections for Public Transit Service Contracts, §1070 through 1074. As defined in California Labor Code Section 1072 (a), a bidder shall declare as part of the bid for a service contract whether or not they will retain the employees of the prior contractor or subcontractor for a period of not less than ninety (90) days. California Labor Code Section 1072 (b), an awarding authority (LADOT) letting a service contract out to bid shall give a ten (10) percent preference to any bidder who agrees to retain the employees of the prior contractor or subcontractor. Per California Labor Code §1071 (d), "employee" means any person who works for a contractor or subcontractor under a contract. *"Employee" does not include an executive, administrative, or professional employee exempt from the payment of overtime compensation.* If the Proposer complies with the California Labor Code Sections for Public Transit Service Contracts, §1070 through 1074, the ten (10) percentage points shall be added to the Proposer's Total Written Proposal Score.

7.8 Los Angeles Administrative Code Article 10 Worker Retention

The Los Angeles Administrative Code [Article 10. Worker Retention](#), Service Contractor Worker Retention Ordinance (SCWRO), requires a successor contractor and its subcontractors to provide employment offers and retain for a 90-day period certain employees who worked for the outgoing contractor or its subcontractors for at least 12 months. A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement. Thus, if a Proposer declares to retain all other employees not covered by the SCWRO (except executive, administrative, or professional employees exempt from payment of overtime compensation) shall be entitled to the ten (10) percentage points as specified under California Labor Code §1070 through 1074.

For more details and forms related to this ordinance, reference Appendix A - Mandatory City Contracting Requirements (July 2024), Section J. Living Wage Ordinance and Worker Retention Ordinance.

Upon awarding the Contract and during the term of the Agreement, the Contractor is responsible for notifying the City in writing of any new hires or reassignments of management project personnel changes and any changes in proposed personnel duties or hours that deviate from the original proposal. The Contractor shall notify the City within forty-eight (48) hours of change. The City reserves the right to approve any changes to the Proposer's proposed Key Project Personnel and other staff and any changes in the proposed personnel duties or hours.

The Contractor shall comply with the rules and regulations City's Living Wage Ordinance and Worker Retention Ordinance, as described within Appendix A - Mandatory City Contracting Requirements (July 2024), Section J. Living Wage Ordinance and Worker Retention Ordinance. The proposal shall include information on employees' wages, benefits, and incentives, and subcontractors' costs to minimize turnover and retain a qualified labor force.

7.9 Data

All rights, title and interest in City data will remain the property of the City. The Contractor has no intellectual property rights or other claims to city data that is hosted, stored, or transferred to and from the products or the cloud services platform utilized by the Contractor, or to the City's confidential information. The Contractor will cooperate with the City if the Contractor becomes aware of any potential infringement of those rights in accordance with the provisions listed in this RFP.

7.10 Confidentiality

All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during the performance of the services will remain the property of the City. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor and any of its employees during the performance of services are confidential (from now on collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in it, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only to carry out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.

Any Confidential Information provided by the City to the Contractor, or accessed or reviewed by Contractor, during the performance of services, will be made available to its employees, agents, and subcontractors only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents, and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. At no cost to the City the Contractor will, at the conclusion of services, or at the request of the City, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or additional information obtained by the Contractor during the course of work under the contract. The

Contractor will not make or retain copies of any such information, materials or documents. The Contractor and its employees, agents, and subcontractors may have access to confidential employee personnel information; misuse of such information may adversely affect the subject individual's privacy rights and may violate various federal and State statutes. The Contractor will implement reasonable and prudent measures to keep secure personal employee information accessed by its employees, agents, and subcontractors during the performance of services. The Contractor will advise its employees, agents, and subcontractors of this confidentiality requirement.

The Contractor shall disclose the intent to use any service provider outside the continental United States of America to handle any aspect of the work within the scope of services, and shall describe to the City's satisfaction the methods which will be used to protect the City's interests and confidentiality of City records and information in doing so. The City reserves the right to approve any such service provider throughout the term of the contract at its sole and absolute discretion.

Any breach of security that occurs through the Contractor's website, offices or network shall require Contractor to be responsible for notifying City and all applicants affected by such breach. Contractor shall also be responsible for all costs associated with such notification. The Contractor shall indemnify the City for any breaches of its security and the improper disclosure of confidential information.

8. Term of Contract

Subject to the approval of the Mayor and City Council, and subject to the approval of the City Attorney as to form and legality, the City intends to enter into a contract with one (1) Contractor. The selected Contractor shall be required to enter into a written contract with LADOT in a form approved by the City Attorney. The contract shall be in effect for a period of five-years (5-years). This will ensure continuity of services for a period of time that includes several high-profile events, such as the 2027 Super Bowl and the 2028 Olympic and Paralympic Games.

The City anticipates this personal service contract to commence October 1, 2026. The contract Agreement will be in effect for five-years (5-years) from October 1, 2026, through September 31, 2031.

This RFP, all associated addenda, and the submitted proposal(s), or any part thereof, shall be incorporated by reference in the final contract. However, LADOT reserves the right to further negotiate the terms and conditions of the Contract with the selected Contractor. In the event of any conflict, the terms of the Contract shall prevail unless expressly stated otherwise. In drawing the Agreement, Sections 1 through 15, all Exhibits, Forms, Appendices, Attachments, Addenda of the RFP, as well as the Proposal, are to be considered part of the Contract.

All project findings, reports, data sets, documents, surveys, studies, drawings, maps, brochures, photographs, video footage, or any work produced by the Contractor, as part of this RFP, shall become the property of the City.

9. Compensation, Payment Incentives, & Invoicing

The City's obligations under this RFP are contingent upon the City's ability to obtain the funds from the funding agencies and/or the availability of City funds to finance the cost of these services.

The City shall pay the Contractor based on the costs contained in the submitted cost proposal, but not to exceed the budget approved by the City, for the complete and satisfactory performance of the terms and

conditions of the Agreement for the period agreed upon. The contract ceiling for the contract will be determined by the awarded proposal and the final cost proposal.

The Contractor shall submit all invoices within thirty (30) days in arrears to the City. Invoices shall include documents supporting all charges and eligible expenses incurred by the Contractor. The Contractor shall submit separately a package of invoices for: (1) Facilities work under the Facilities Management Plan and (2) Sign Management and Maintenance work. Invoices for work under Section 4.5 Task 5: Additional Facilities & Additional Signs (Variable Cost), shall be invoiced as a separate package, or combined with the Facilities work invoice package and/or Sign Management and Maintenance work invoice package, as appropriate, at the discretion of the City's Project Manager and/or a City designated representative. Work completed by a subcontractor shall be charged to the Contractor who, in turn, will invoice LADOT for payment.

Invoices for Facilities work shall be accompanied with a completed Monthly Facilities Management, Progress, and Budget Report.

All monthly invoice package at the minimum, shall include:

- Invoice summary sheet signed by the Contractor's Project Manager
- Invoice and supporting documents, including hourly rates
- Capital expenditures and supporting documents
- Schedule B
- Personnel Position and Task Report
- Copies of any penalty letters assessed during the invoice period

The City will review invoices and supporting documents for approval and accuracy. The City agrees to pay undisputed invoices within sixty (60) days upon receipt of invoices. If invoices are disputed, the City has the right to require additional evidence to determine invoices' validity and accuracy. The City has the right to withhold any and all payments to the Contractor until such evidence is received and the City accepts the corrections.

The City has the authority to withhold funds under the Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

The City may withhold payments to the Contractor if the Contractor fails to comply with the provisions of the Agreement.

9.1 Firm Fixed Prices and Annual Price Adjustments (Years 2-5)

The Proposer shall propose firm, fixed prices for all services for Contract Year 1, broken down by general task category and facilities. For Contract Years 2 through 5, prices shall be adjusted annually based on the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim area, All Items, using the most recently available 12-month average published prior to the anniversary of the Contract start date.

Annual increases shall not exceed five percent (5%) per year. No adjustment shall be made if the CPI-U change is negative or zero. The City reserves the right to deny or delay any CPI-based increase based on contractor performance or available budget.

9.2 As-Needed Work and Additional Facilities & Signs

Work performed on a per-task basis shall be compensated at the rates outlined in Cost Component forms: Form E - Cost Component: Facilities, Form E, F-4 Facilities Variable Costs & Additional Work and Form F - Cost Component: Sign Management & Maintenance, Form F, S-3 Sign Management & Maintenance Variable Costs & Additional Work. If a requested task is not listed—or if extenuating circumstances such as emergencies arise—compensation for time and materials will be determined by the Agency's Facilities Project Manager or designated representative. In such cases, the Contractor may be compensated at the corresponding Hourly Labor Rates plus the actual cost of materials (Refer to, Form E - Cost Component: Facilities and Form F - Cost Component: Sign Management & Maintenance). Labor time will be rounded to the nearest quarter hour in accordance with contract terms.

If the Contractor is unable to complete the work due to unforeseen circumstances or requires additional resources, subcontracting may be authorized by the Agency's Facilities Project Manager. Subcontractor costs will be treated as pass-through expenses without markup.

9.1 Advanced and Progress Payments

The City may, at its sole discretion, authorize limited advance payments for material procurement or progress payments for subcontractor-performed work associated with as-needed facilities repair and maintenance services.

All such payments shall be subject to conditions set forth in the final Contract, including requirements for Contractor responsibility, verification of material delivery or work completion, and other City protective measures. Proposers should structure their pricing and subcontractor arrangements accordingly.

9.2 Commissions and Markups

The Contractor shall not charge commission for the performance of subcontracted work nor apply any percentage mark-up to either task work, labor or materials acquired for tasks, variable work, and improvements under the contract.

Where the Contractor proposes to use a subcontractor for specialized services beyond its internal capabilities, such subcontractor costs shall be purely passed through at cost.

9.3 Early Payment Incentives

The City considers payment as being made on the day a check is dated or the date of an electronic funds transfer. The Contractor may offer incentives for the City to make an early payment of the City's monthly invoice(s). Any proposed payment discount by the Contractor should be included in the Contractor's proposal. (I.E. Contractor may propose payment discounts, e.g. 2%/10 Net 30, providing the City a 2% discount for payment of invoice in 10 days)

10. General Terms and Conditions

10.1 Standard Provisions for City Contracts

During the term of the Contract, the Contractor and its subcontractors shall abide by Appendix A - Mandatory City Contracting Requirements (July 2024), Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]).

10.2 City Contracting Requirements

Compliance documents required by the Mandatory City Contracting Requirements shall be submitted with the proposal and/or through RAMP, <https://www.rampla.org/s/>, as specified in Appendix A - Mandatory City Contracting Requirements (July 2024), City Contracting Requirements Checklist.

For consistency of reference, proposers shall include all documents required by the Appendix A - Mandatory City Contracting Requirements (July 2024) within Part 2 - Mandatory City Contracting Requirements of the Proposal. Additionally, all required documents shall be marked with the corresponding letter designation and be placed in the order listed on the Appendix A - Mandatory City Contracting Requirements (July 2024), City Contracting Requirements Checklist. Failure to comply with these requirements may render the proposal non-responsive.

As some of the requirements will take extensive time to complete, the City strongly encourages Proposers to commence these activities prior to the mandatory, virtual Pre-Proposal Conference.

10.3 Insurance Requirements

The Contractor shall ensure that mandatory insurance coverage is maintained throughout the term of the Contract. The mandatory insurance coverage required during the entire term of the Contract Agreement and any subsequent Contract Amendments are defined in Appendix A - Mandatory City Contracting Requirements (July 2024), Attachment A - Standard Provisions for City Contracts (Rev. 1/25 [v.2]), Exhibit 1 - Form Gen. 146 - Required Insurance and Minimum Limits.

The Contractor or its designated insurance broker shall upload proof of insurance and all subsequent insurance renewals into the City's insurance compliance system, KwikComply, at <https://www.kwikcomply.org>, prior to the execution of the Contract Agreement and at the time of renewal.

Note: The City of Los Angeles shall be named as an additional insured during the entirety of the Contract Agreement term.

10.4 Business Inclusion Program (BIP)

It is the policy of the City of Los Angeles to provide Minority-owned Business Enterprises (MBEs), Woman-owned Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran-Business Enterprises (DVBs), Local Business Enterprises (LBEs), Local Small Business Enterprises (LSBs), Local Transitional Employers (LTE), and all Other Business Enterprises (OBEs)* an equal opportunity to participate in the performance of City contracts. Bidders

and proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs, LSBs, LTEs and OBEs have an equal opportunity to compete for and participate in City contracts. A prime bidder's Outreach efforts in reaching out to MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs, LSBs, LTEs and OBEs shall be determined by the level of effort put into achieving the BIP Outreach indicators. Failure to meet anticipated MBE/WBE/SBE/EBE/DVBE/LBE/LSB/LTE participation levels will not by default be the basis for disqualification or determination of non-compliance with this policy. However, **failure to complete the BIP Outreach as directed in the bid specifications will render the bid non-responsive and will result in its rejection.**

*OBEs are businesses that are either uncertified or do not have a Verified recognized City of LA certification.

For contracting opportunities where BIP applies, all Proposers shall complete outreach to potential subcontractors on RAMP (<https://www.rampla.org>), following the instructions provided in the RFP and in the [Business Inclusion Program \(BIP\) Walkthrough Manual](#).

If you have questions regarding BIP Outreach, please reach out to RAMP Support by submitting a SNow web form: <https://cityoflaprod.service-now.com/rampla>.

10.5 Executive Directive 35 Requirements

Respondents are advised, pursuant to [Executive Directive 35](#), if a proposer is selected and awarded a contract, and if the Contractor is a for-profit company or corporation, the Contractor shall, within thirty (30) days of the effective date of the Contract and on an annual basis thereafter (i.e., within thirty (30) days of the anniversary of the effective date of the Contract), report the following information to the City, via RAMP, <https://www.rampla.org/s/>, or via another method specified by the City: Contractor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity, and gender of majority owner ("Contractor/Subcontractor Information"). On an annual basis, the Contractor shall further request that any subcontractor input or update its business profile, including the Contractor/subcontractor information, on RAMP, or via another method prescribed by City.

10.6 Contractor Non-Compliance of Scope of Work

The Contractor is required to reasonably comply with all Sections in the Scope of Work in this RFP. If the Contractor is unable or refuses to comply with the Scope of Work for any reason, the City reserves the right to hire another party to perform the work at the Contractor's expense in addition to any penalties assessed to the Contractor.

10.7 Project Findings and Ownership of Work Produced by the Contractor

All finished, or unfinished documents, data sets, surveys, studies, drawings, maps, brochures, photographs, video footage, reports, or any work produced by the Contractor as part of this RFP shall become the City's property. Upon request, the Contractor shall provide LADOT with any work produced by the Contractor for the City in native and finished format, free of any Contractor watermark, branding, or encryption. The City reserves the right to use, alter, and edit any work the Contractor produces as it sees fit within reasonable bounds.

Any reports, data, or other information given to, prepared, or assembled by the Contractor under the RFP shall, if requested by the City, be kept confidential and shall not be published or made available to any individual or organization by the Contractor without prior written approval by the City.

10.8 Evaluation of City Personal Services Contractors

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the Contract. As required by the [City of Los Angeles Administrative Code §10.39.2, Evaluation of City Personal Services Contractors](#), evaluations will be based on a number of criteria, including the quality of work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the Contract.

A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

10.9 FTA Contractual Provisions

The Contractor shall comply with all Federal Transit Administration (FTA) contractual provisions, as referenced in Appendix B - Federal Transit Administration (FTA) Contractual Provisions (August 2025) that are required for agencies that accept Federal Grant Funds. The City is a recipient of Federal Grant Funds.

The City acknowledges that this request for proposals for goods, services, or construction is funded with Federal Grant Funds. The Proposer shall complete the following certifications and/or forms and submit them with the response to the RFP:

Certifications and Forms:

- Certification of Compliance with Federally Required Contract Clauses
- DUNS and E-mail Information
- Lobbying Requirements
- Certificate of Compliance with 49CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations
- Buy America Requirements (Applicable to all procurement in excess of \$150,000)
- Worksite Federal Transit Administration Compliance Officer
- Certification for Suspension and Debarment (Applicable to all procurement in excess of \$25,000)

11. General City Reservations

11.1 The City reserves the right to verify the information in the Response.

11.2 If a respondent knowingly and willfully submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this procurement process, the City reserves the right to terminate that contract.

- 11.3** Submission of a response to this procurement process constitutes acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of three hundred sixty-five (365) calendar days from the date set for receipt of responses. Proposers selected for a contract award pursuant to this procurement process will be required to enter into a written contract with the City approved as to form by the City Attorney. This solicitation and the Response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to further negotiate the terms and conditions of the Contract. The final Contract offer of the City may contain additional terms or terms different from those set forth herein.
- 11.4** The City reserves the right to waive any informality in the process when to do so is in the best interest of the City.
- 11.5** The City reserves the right to withdraw this solicitation at any time without prior notice and the right to reject any and all responses. The City makes no representation that any contract will be awarded to any Proposer responding to this procurement process.
- 11.6** The City reserves the right to extend the deadline for submission. Proposers will have the right to revise their Response in the event the deadline is extended.
- 11.7** All costs of response preparation are the responsibility of the Respondent. The City, in any event, is not liable for any pre-contractual expenses incurred by the Respondent in the preparation and/or submission of the Response.
- 11.8** Responses will be reviewed and rated by the City as submitted. Firms may make no changes or additions to the Proposal after the deadline for receipt.
- 11.9** A proposer will not be recommended for a contract award, regardless of the merits of the Response submitted, if it has a history of contract noncompliance with the City or other funding sources or poor past or current performance with the City or other funding sources.
- 11.10** The City reserves the right to retain all responses submitted and the Responses shall become the property of the City. Any department or agency of the City has the right to use any of the ideas presented in the Responses submitted in response to this procurement process. All responses received by the City will be considered public records subject to disclosure under the Public Records Act (California Government Code §6250 et seq.). Applicants shall identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the applicant will be required to state in the Response that the applicant will defend any action brought against the City for its refusal to disclose such material to any party making a request thereof. Failure to include such a statement shall constitute a waiver of the Proposer's right to exemption from disclosure.
- 11.11** Upon completion of all work under the Contract, ownership and title of all reports, documents, plans, drawings, specifications, and estimates produced as part of the contract will automatically be vested in the City of Los Angeles, and no further agreement will be necessary to transfer ownership to any City entity. Copies made for

the Contractor's records shall not be furnished to others without written authorization from the City of Los Angeles Department of Transportation.

- 11.12** The City may award a contract solely on the basis of the Responses submitted, without discussions, or may negotiate further with those Respondents within a competitive range. Responses should be submitted on the most favorable terms for the City the Respondent can provide.
- 11.13** The City's obligations under this RFP are contingent upon the City's ability to obtain the funds from the funding agencies and/or the availability of City funds to finance the cost of these services. The City reserves the right to delay the awarding of Contract, terminate the Contract, and modify the Scope of Work and term under this RFP, when to do so would be to the advantage of the City in response to an epidemic or pandemic, such as or similar to COVID-19 and its by-products (e.g.: shelter-in-place orders, quarantines, government shutdowns, etc.), or other emergencies, whether a declared emergency or a non-declared emergency.
- 11.14** The selected Proposer shall stipulate that in any action related to the awarded contract, the venue shall be in the County of Los Angeles, State of California.

12. Protest Procedures

These procedures and time limits set forth in this Section provide a method for resolving, prior to award, protests regarding the award of Contract. These procedures are the Respondents' sole and exclusive remedy in the event of a protest. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that shall be exhausted by the protesting respondent prior to pursuing any legal remedy which may be available. For this reason, no Respondent shall have any right to due process should the City fail to follow these procedures for any reason within its discretion. However, failure by a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. These procedures will enable the City to ascertain all of the facts necessary to make an informed decision regarding the award of Contract.

12.1 Protest Timeline and Submission

A protest relative to this solicitation shall provide details of the facts that support the basis for the protest. Protests shall be submitted in writing and be postmarked by the deadline described in the Subsections below for the specific protest. Protests shall also be emailed to dot.contracts@lacity.org, lindsey.estes@lacity.org, and ladot.transitcontracts@lacity.org.

All protests shall be sent by certified mail with return receipt to:

City of Los Angeles
Department of Transportation
Attention: General Manager Laura Rubio-Cornejo
% Lindsey Estes, Department Contracts Coordinator
100 South Main Street, 10th Floor
Los Angeles, California 90012

At a minimum, the protest document shall include the following:

- Name, address, and telephone number of the protesting party and/or person representing the protesting party
- Title and Opportunity Number of the solicitation
- Detailed statement specifying the legal and factual grounds of the protest and copies of all relevant documents supporting the argument
- Statement as to the form of relief sought

12.2 Protest of Content

Protests shall be sent certified mail and postmarked no later than seven (7) calendar days after the solicitation posting on the RAMP website. Protests shall also be emailed to dot.contracts@lacity.org, lindsey.estes@lacity.org, and ladot.transitcontracts@lacity.org. LADOT will respond, in writing, by certified mail, to protestor(s) within fifteen (15) calendar days of receipt of the protest(s) received via certified mail. If LADOT determines that a revision to the procurement process is appropriate, LADOT shall either extend the procurement process timeline or withdraw and reissue the solicitation. In either case, any revisions to the procurement process will be posted in the Opportunity Listing for this RFP, on RAMP, at <https://www.RAMP.org/s/>.

12.3 Protest Against Another Respondent

Protests shall be sent certified mail and postmarked between the date of the solicitation posting on the RAMPLA website and before the date LADOT changes the RAMPLA solicitation status to “bidder selected.” Protests shall also be emailed to dot.contracts@lacity.org, lindsey.estes@lacity.org, and ladot.transitcontracts@lacity.org. If filing a protest against another respondent, LADOT will only consider such protests if it appears that either respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

12.4 Contract Compliance Protest

Protests shall be sent certified mail and postmarked before the date LADOT changes the RAMP solicitation status to “bidder selected.” Protests shall also be emailed to dot.contracts@lacity.org, lindsey.estes@lacity.org, and ladot.transitcontracts@lacity.org. These protests will receive due consideration if the Respondent submits the protest in a timely period and such protest affects a Respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

12.6 Selection Process Protest

Protests shall be sent certified mail and postmarked no later than seven (7) calendar days after the RAMP notification to Proposers of a change in the solicitation status to “bidder selected.” Protests shall also be emailed to dot.contracts@lacity.org, lindsey.estes@lacity.org, and ladot.transitcontracts@lacity.org. Upon receipt of any protests of the specific selection process, the Standing Protest Committee shall review the protest(s).

12.7 Protest Review Process

Protests meeting the above criteria will be analyzed by LADOT personnel and any recommended actions will be presented in a written report to the Mayor's Office. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session by the Standing Protest Committee. This Committee will consist of two (2) members of the City's Board of Transportation Commissioners and at least two (2) members of LADOT senior management staff not otherwise involved with the Response evaluation.

A protest hearing will be convened at a publicly noticed meeting with a specific date, time, and location, where protesting parties and firms protested against will be given the opportunity to present their arguments at the public session. LADOT will conduct the hearing within thirty (30) calendar days of the protest submission deadline.

The findings of the Committee will be presented to the City's Board of Transportation Commissioners for consideration at one of its scheduled public meetings. For contract awards involving approval by the City Council, any adopted findings and/or recommendations of the Board of Transportation Commissioners concerning the protest review will be forwarded to the City Council's Transportation Committee for its consideration. The decision made by the Board of Transportation Commissioners or City Council's Transportation Committee regarding a protest will be final and may not be appealed further.

LADOT's final written report of the procurement process and staff recommendation of the Contract award will contain an account of all protest(s) filed based on solicitation content and shall include the City's response(s) to the protest(s). LADOT's report shall be forwarded to the Mayor and City Council, and/or the City's Board of Transportation Commissioners (as appropriate) for their consideration.

12.8 Protests and Subcontractors

Prime Contractors are requested to advise their potential subcontractors of this protest policy. In addition, a subcontractor protesting against a Prime Contractor has direct financial interest and may be adversely affected by the determination of the protest; therefore, LADOT may consider the protest beyond the protest period.

13. Exhibits

- Exhibit 1 - Facilities List Summary Table
- Exhibit 2 - Facilities Overview
- Exhibit 3 - Site Visits and Inspections Frequency
- Exhibit 4 - Facilities Management Schedule and Details
- Exhibit 5 - Facilities Standard Response Times
- Exhibit 6 - 2022 Facilities Conditions Assessments Report
- Exhibit 7 - SCRRRA Metrolink RWP (Rail Worker Program) Safety Manual
- Exhibit 8 - SCRRRA Metrolink ROW (Right-of-Way) Encroachment Process
- Exhibit 9 - SCRRRA Form No. 6 -Metrolink Temporary Right-of-Entry Agreement
- Exhibit 10 - SCRRRA Form 37 - Rules and Requirements for Construction on SCRRRA Right-of-Way
- Exhibit 11 - Sign Maintenance Schedule and Details
- Exhibit 12 - Personnel and Position Task Report
- Exhibit 13 - Proposal Requirements Checklist

14. Forms

Form A - Questionnaire

Form B - Proposer's Past Projects and Experience

Form C - Additional Proposer References

Form D - Financial Background

Form E - Cost Component: Facilities

F-1 Fixed Cost Totals

F-2 Fixed Costs by Task

F-3 Fixed Cost Sheet, YR-1

F-4 Variable Costs & Additional Work

Form F - Cost Component: Sign Management & Maintenance

S-1 Fixed Cost Totals

S-2 Fixed Costs by Task

S-3 Variable Costs & Additional Work

15. Appendices

Appendix A - Mandatory City Contracting Requirements (July 2024)

- City Contracting Requirements Checklist
- Request for Proposal City Contracting Requirements
- Standard Provisions for City Contracts (Rev. 1/25 [v.2])
- Form Gen. 146 - Required Insurance and Minimum Limits

Appendix B - Federal Transit Administration (FTA) Contractual Provisions (August 2025)

- Part 1 - Federal Transit Administration (FTA) Contracting Requirements (rev. 4.4.2024)
- FTA Checklist - Service/Operations
- Part 2 - Federal Transit Administration (FTA) Required Clauses (Rev. 8/2025)

Exhibits 1-13

Exhibit 1 - Facilities List Summary Table

Exhibit 2 - Facilities Overview

Exhibit 3 - Site Visits and Inspections Frequency

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Exhibit 5 - Facilities Standard Response Times

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Exhibit 12 - Personnel and Position Task Report

Exhibit 13 - Proposal Requirements Checklist

Exhibit 1 - Facilities List Summary Table

FACILITIES LIST SUMMARY TABLE

	Facility	Type	Address	Acreage	Rail Platforms	Parking Lot	Additional Components Under LADOT Responsibility/Care	Landscaping
1.	Chatsworth Station	Metrolink Station	10040 Old Depot Plaza Rd Chatsworth, CA 91311	5.2 acres transit center on a 13-acre parcel	Rail Platform 1 and Platform 2	Parking Lot B (north of depot building) has 460 spaces, 4 EV Chargers	Building ~14,000 sq ft in area that accommodates a childcare facility and a 6,500 sq ft. depot containing both public area and leasable space	Landscaping (all areas and any adjacent parkways/road verges; excludes landscaping in Parking Lot A)
2.	Northridge Station	Metrolink Station	8775 Wilbur Ave Los Angeles, CA 91324	3.6 acres	Rail Platform	290 spaces, 4 EV Chargers	N/A	Landscaping (all areas)
3.	Sun Valley Station	Metrolink Station	8358 San Fernando Rd Sun Valley, CA 91352	2.5 acres	Rail Platform	300 spaces	N/A	Landscaping (all areas and any adjacent parkways/road verges)
4.	Sylmar/ San Fernando Station	Metrolink Station	12219 Frank Modugno Dr San Fernando, CA 91340	5.8 acres	Rail Platform	381 spaces, 4 EV Chargers	Childcare and Bus Operator Restroom	
5.	Van Nuys Station	Metrolink Station	7700 Van Nuys Blvd Van Nuys, CA 91405	3.3 acres	Rail Platform	Parking Lot (all areas —Upper and Lower) 239 spaces, 7 EV Chargers	N/A	Landscaping (all areas and any adjacent parkways/road verges; includes large sloped areas adjacent Van Nuys Blvd.)
6.	Encino Park and Ride	Park-and-Ride	5174 Hayvenhurst Ave Encino, CA 91436		N/A	Parking lot	N/A	Landscaping (all areas and adjacent parkways/road verges)
7.	Granada Hills Park and Ride	Park-and-Ride	15550 Chatsworth St Mission Hills, CA 91345		N/A	Parking lot	N/A	

FACILITIES LIST SUMMARY TABLE

	Facility	Type	Address	Acreage	Rail Platforms	Parking Lot	Additional Components Under LADOT Responsibility/Care	Landscaping
8.	Warner Center Transit Hub	Passenger Transit Hub	6101 1/2 Owensmouth Ave. Woodland Hills, CA 91367		N/A	N/A	• Concrete Curb Lane for Buses • Adjacent Pedestrian Sidewalk • Non-advertising Bus Shelters (9)	Landscaping (all areas, any adjacent parkways/road verges, and in the center median)
9.	23903 Normandie	Vacant Lot	23903 Normandie Ave Harbor City, CA 90710	4.83 acres	N/A	N/A	N/A	Landscaping (all areas and adjacent parkways/road verge)
10.	St. Stephens Lutheran Church	Park-and-Ride	15950 Chatsworth St, Granada Hills, CA 91344		N/A	115 spaces	N/A	Landscaping (all areas and adjacent parkways/road verge)
11.	Mangrove	Parking Lot	1st St. and Alameda St. Los Angeles, CA		N/A	36 bus, 45 std veh	Bus storage for Downtown & Mid-City yards	Landscaping (all areas and adjacent parkways/road verge)
12.	Hollywood	Parking Structure	411 N. Vermont Los Angeles, CA		N/A	12 bus	6 dual DCFC Chargers (ABB Terra 184 180kW) to support operations from Mid-City yard	Landscaping (all areas and adjacent parkways/road verge)

NOTES: Contractor is responsible for verifying boundaries of all components under LADOT responsibility/care listed above.

The number of spaces, acreage, and square footage listed in this table are approximate.

Exhibit 2 - Facilities Overview

1. CHATSWORTH METROLINK STATION

Location	10046 Old Depot Plaza Road, Los Angeles, California 91311
Size and Design	• 14.6 acres • Chatsworth Transportation Center (Depot building) • “Parking Lot A” (south of the Depot Building) is maintained by Metro • “Parking Lot B” has 460 parking spaces (north of the Depot building) is maintained by LADOT • Train tracks border the station area to the west • Two (2) train platforms are adjacent to the Depot building
Purpose	The Chatsworth Station is a dual Metrolink and Amtrak Station with multi-modal facilities, bus center, and retail center. It is a terminal and layover location for several Metro bus lines and one (1) Simi Valley Transit line.
Overview of Responsibility Under This RFP	The Contractor is responsible for maintaining Parking Lot B, two (2) train platforms, interior and exterior improvements at the Depot building, preventative maintenance and service for HVAC systems serving the Depot side of the building, graffiti removal, and the Metro bus operator restroom located on the Southern end of the Depot building. The contractor is also responsible for exterior landscaping, including weed control and irrigation systems. This includes areas surrounding the rail platforms, surrounding and north of the Depot Building, and area east of Old Depot Plaza road. Specific responsibilities can be found in subsequent attachments.
Maintained by Metro, Metrolink, and/or Caltrans	The following are not part of the scope of this RFP. Metro is responsible for maintaining the bridge, bus turnaround and layover zones, Parking Lot A, and landscaping in the area South of the Depot Building. Metro is also responsible for structural components of the Depot building and childcare center (foundation, bearing and exterior walls, subflooring, and roof), fire monitoring system, unexposed electrical, plumbing, and sewage system.
Relevant Documents Included	• Station Images (below) • Depot Building Sketch • 2022 Facility Inspection Report (Refer to Exhibit 5)
Additional Information	Currently there is one (1) tenant in the Depot, the Chatsworth Porter Ranch Chamber of Commerce and Chatsworth Neighborhood Council. The Contractor shall provide necessary maintenance for the Depot public open space, all tenant spaces, patio area, and 1,900 square feet of public space that contains the Museum of Chatsworth Transportation and Movie History in the Depot and the scheduled power washing of the platform and bus pads. Metrolink began service at the Chatsworth Station in 1992. The Chatsworth Transportation Center (Depot building) opened in 1996. The station originally had only a single side platform on the east (main) track; a second platform on the west (siding) track was later added. On June 30, 2012, LA Metro opened an extension of the Orange Line (now the G Line) busway, with Chatsworth as the northern terminus. As part of its SCORE (Southern California Optimized Rail Expansion) program, Metrolink will construct a new pedestrian underpass (anticipated 2024-2025) that will improve pedestrian access and safety.

Exhibit 2

1.1. Chatsworth Metrolink Station Images



*Aerial Image of Chatsworth Metrolink Station
A. Parking Lot; B. Platforms; C. Depot*

Exhibit 2

1.A.Chatsworth Metrolink StationParking Lot B



*Aerial image of northernmost portion of Parking Lot B
(Includes the entrance from Devonshire Street)*

Exhibit 2

1.1.A. Chatsworth Metrolink Station Parking Lot B



Aerial image of central portion of Parking Lot B

Exhibit 2

1.1.A. Chatsworth Metrolink Station Parking Lot B



Aerial image of southernmost portion of Parking Lot B; Depot building is to the south

Exhibit 2

1.1.B. Chatsworth Metrolink Station Platforms



Aerial image of the two (2) Chatsworth Metrolink Station platforms

Exhibit 2

1.1.C. Chatsworth Metrolink Station Depot



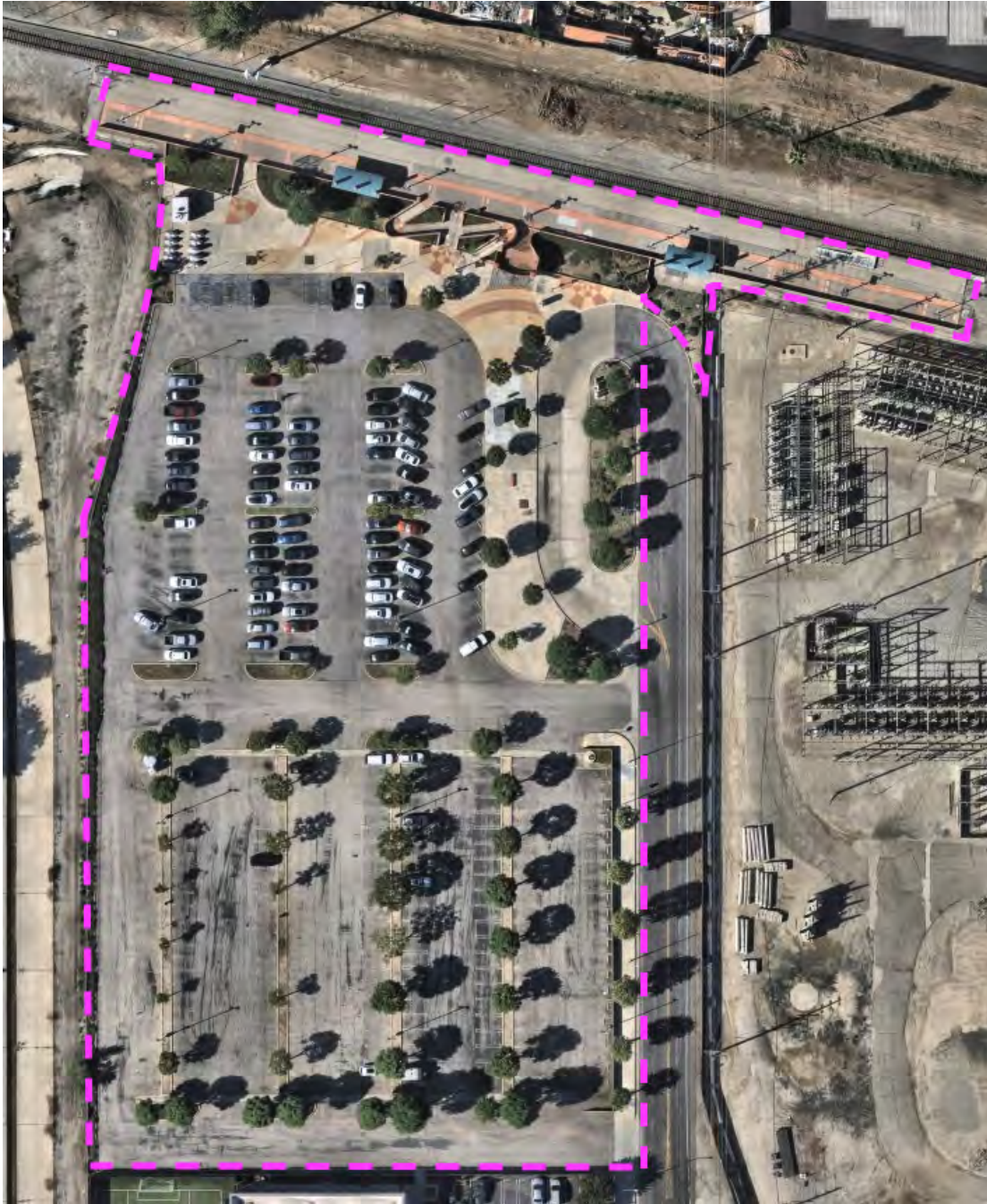
Aerial image of the Chatsworth Metrolink Station Depot

2. NORTHBRIDGE METROLINK STATION

Location	8801 Wilbur Avenue, Los Angeles, California 91324
Size and Design	• 3.6 acres • Parking lot with 290 spaces / 8 handicapped spaces. • Single station platform • Single-story structure used as storage • Shelter structure for ticketing area • Single stall public restroom • Three stairs and one ramp from parking lot and ticketing level to platform level
Purpose	The Northridge Metrolink Station is a dual Metrolink and Amtrak passenger rail facility. It serves Metrolink's Ventura County Line trains and Amtrak's Pacific Surfliner trains. The station provides transfer opportunities between trains and LADOT DASH buses, Metro buses, Cal State University Northridge Shuttle, and Metro Micro.
Overview of Responsibility Under This RFP	The Contractor is responsible for maintaining all publicly accessible areas, including but not limited to the single train platform, ticketing area, public restroom, and parking lot. Specific responsibilities can be found in subsequent attachments.
Maintained by Metro, Metrolink, and/or Caltrans	• Ticket vending machines • Communications equipment
Relevant Documents Included	• Station Images (below) • 2022 Facility Inspection Report (Refer to Exhibit 5)
Additional Information	A temporary platform opened at the Northridge Metrolink Station on February 14, 1994, as part of the emergency expansion of service on the Ventura County Line in response to the 1994 Northridge earthquake. The permanent station opened on July 10, 2000.

Exhibit 2

2.1. Northridge Metrolink Station Images



Aerial image of the Northridge Metrolink Station

Exhibit 2

2.1. Northridge Metrolink Station Images



*Aerial Image of Northridge Metrolink Station Platform and Ticketing Area
A. Platform; B. Parking Lot; C. Ticketing Area; D. Public Restroom*

3. SUN VALLEY METROLINK STATION

Location	8358 San Fernando Road, Los Angeles, California 91352
Size and Design	• 2.5-acre parking area • 320 parking spaces • Single platform • Parking area is separated from the station platform by San Fernando Road • Pedestrian at-grade crossing connects pedestrians and cyclists to the platform from San Fernando Road and San Fernando Bike Path.
Purpose	The Sun Valley Metrolink Station serves Metrolink's Antelope Valley Line trains and provides connection to Metro buses.
Overview of Responsibility Under This RFP	The Contractor is responsible for maintaining the train platform, the parking area, landscaping and the pedestrian at-grade crossing. Specific responsibilities can be found in subsequent attachments.
Maintained by Metro, Metrolink, and/or Caltrans	• Ticket vending machines
Relevant Documents Included	• Station Images (below) • 2022 Facility Inspection Report (Refer to Exhibit 5)
Additional Information	None

Exhibit 2

3.1. Sun Valley Metrolink Station Images



*Aerial Image of Sun Valley Metrolink Station
(Areas covered by this RFP are outlined in pink and labeled)
A. Parking Lot; B. Platform; C. Pedestrian at-grade crossing.
Landscaping is throughout.*

Exhibit 2

3.1.A. Sun Valley Metrolink Station Parking Lot



The Parking Area is Adjacent to San Fernando Blvd and Olinda Street

3.1.B. Sun Valley Metrolink Station Platform



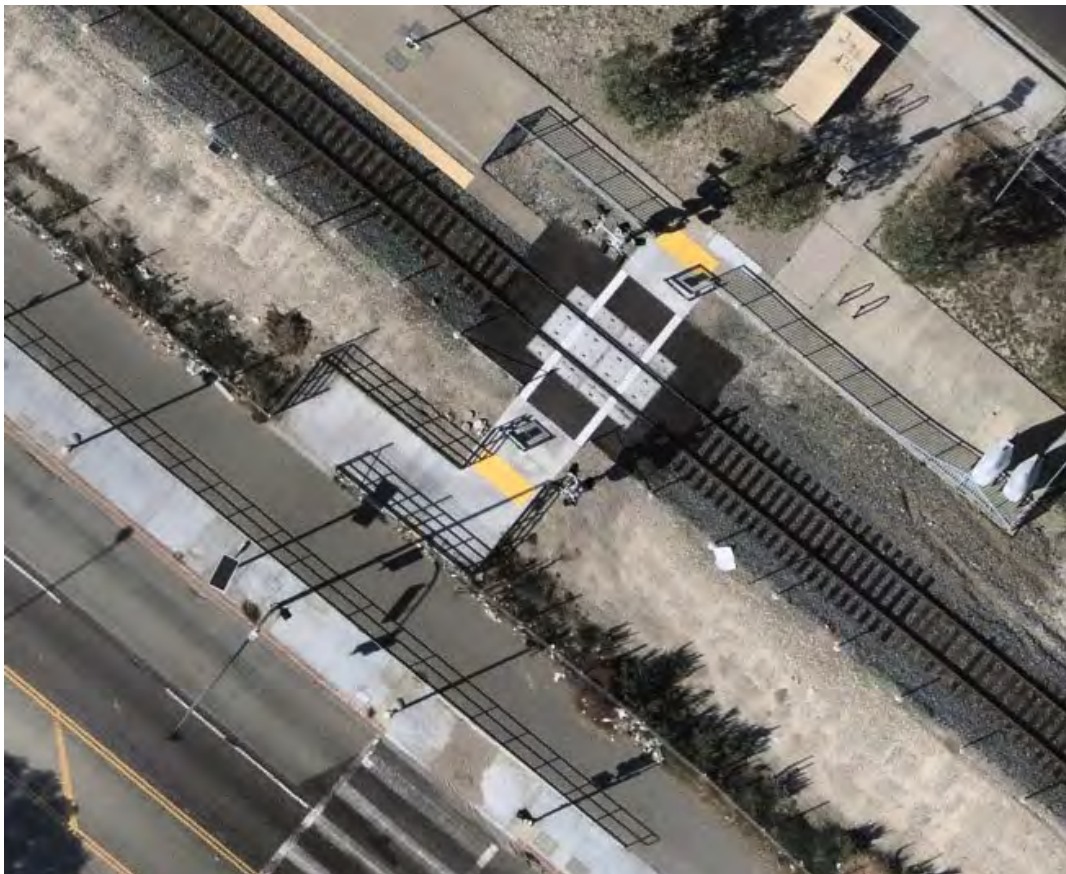
Access from San Fernando Road

Exhibit 2

3.1.C. Sun Valley Metrolink Station Pedestrian Crossing



From San Fernando Road (Located on the Southwest side of the Station)



Aerial image of the pedestrian crossing, which also provides access to the platform for people traveling on the San Fernando Bike Path

4. SYLMAR/SAN FERNANDO METROLINK STATION

Location	12219 Frank Modugno Drive, San Fernando, California 91340
Size and Design	• 5.8 acres • 350 parking spaces • Rectangular parcel, interrupted by a large concrete open channel storm drain in the north
Purpose	The Sylmar/San Fernando Metrolink Station includes a bus terminal at the north end, which provides layovers for several Metro, LADOT and other regional/local bus lines.
Overview of Responsibility Under This RFP	The Contractor is responsible for maintaining the station, landscaping, the bus terminal, the parking lot, and scheduled power washing of the platform and bus pads. The Contractor shall provide janitorial services for the bus operator restroom located inside the building (no other maintenance is to be performed inside the building). Specific responsibilities can be found in subsequent attachments.
Maintained by Metro, Metrolink, and/or Caltrans	• Station Buildings (except bus operator restroom) • Ticket Vending Machines
Relevant Documents Included	• Station Images (below) • 2022 Facility Inspection Report (Refer to Exhibit 6)
Additional Information	None

Exhibit 2

4.1. Sylmar/San Fernando Metrolink Station Images



*Aerial image of Sylmar/San Fernando Metrolink Station
(Areas covered by this RFP are outlined in pink and labeled)
A. Parking Lot; B. Platform; C. Depot Building (Exterior Only)
Landscaping is throughout.*

Exhibit 2

4.1. Sylmar/San Fernando Metrolink Station Images



Sylmar/San Fernando Metrolink Station bus operator restroom is located inside the gray triangular building at the center of this photo

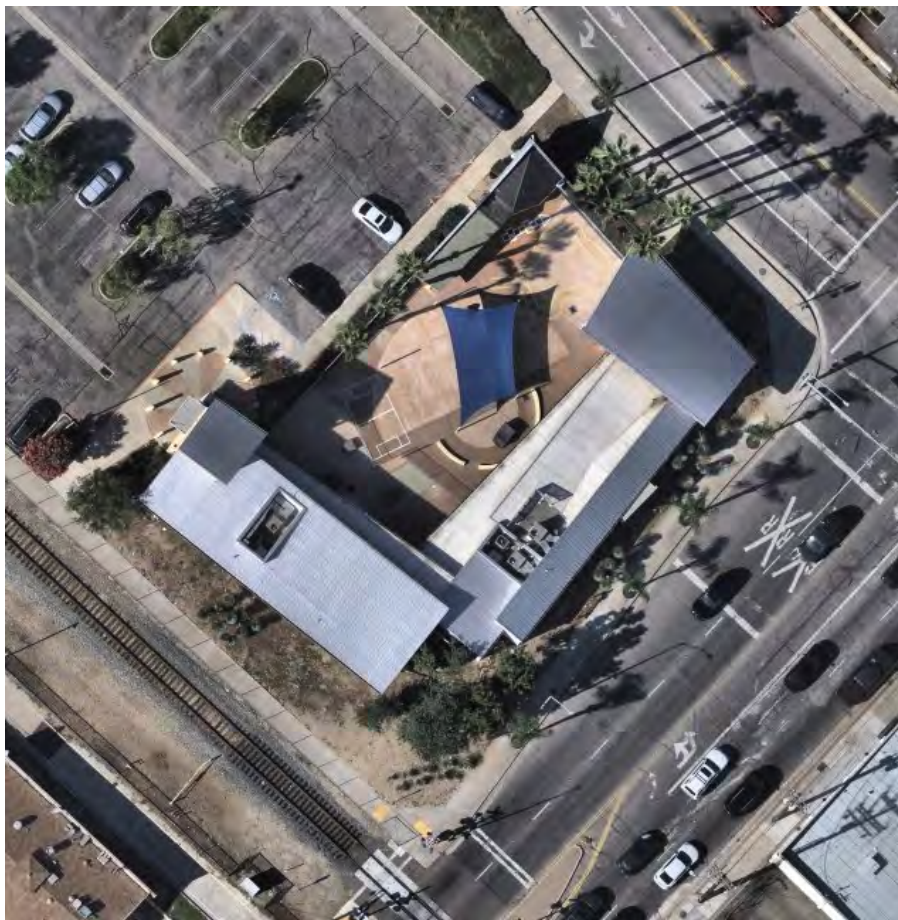
Exhibit 2

4.1. Sylmar/San Fernando Metrolink Station Images



The grounds and landscaping surrounding the Sylmar/San Fernando Metrolink Station building shall be maintained by LADOT through this RFP.

Note: The station building is maintained by Metro, in conjunction with LADOT. A childcare center operates out of this building.



5. VAN NUYS METROLINK STATION

Location	7720 Van Nuys Boulevard, Los Angeles, California 91405
Size and Design	• ±3.76 acres • 328 parking spaces • Single platform serves two tracks • Pedestrian underpass • Single-story depot building occupied by Amtrak and used for their ticketing, passenger waiting, and public restroom facilities
Purpose	The Van Nuys Metrolink Station serves Metrolink's Ventura County Line and Amtrak's Pacific Surfliner and Coast Starlight. It also provides connection to LADOT DASH and Los Angeles Metro buses.
Overview of Responsibility Under This RFP	The Contractor is responsible for the maintenance of the train platform walkway, pedestrian underpass, the open spaces, the parking lots, and the landscaping in the parking lots.
Maintained by Metro, Metrolink, and/or Caltrans	• The depot building is owned by Caltrans. Amtrak is responsible for maintaining the depot building. • Ticket vending machines and message signs are owned and maintained by Metrolink. • Metrolink communications equipment is owned and maintained by Metrolink.
Relevant Documents Included	• Station Images (below) • 2022 Facility Inspection Report (Refer to Exhibit 5)
Additional Information	None

Exhibit 2

5.1. Van Nuys Metrolink Station Images



*Aerial image of the Van Nuys Metrolink Station
(Areas covered by this RFP are outlined in pink and labeled)
A. Upper Parking Lot; B. Lower Parking Lot; C. Platform; D. Amtrak Depot Building
Landscaping is throughout.*



Note: The depot building is owned by Caltrans and maintained by Amtrak. The Contractor is responsible for maintaining all areas adjacent to and surrounding the building.



The contractor is responsible for maintaining the Van Nuys Metrolink Station area adjacent to Van Nuys Boulevard. This includes a large sloped landscaped area.

6. ENCINO PARK & RIDE

Location	5174 Hayvenhurst Avenue, Los Angeles, California 91436
Size and Design	• ±1.39 acres • 160 parking spaces
Purpose	The Encino Park & Ride facility serves LADOT Commuter Express passengers commuting between the San Fernando Valley and downtown Los Angeles (Commuter Express 423), LAX (Commuter Express 574), Pasadena (Commuter Express 549), and Westwood (Commuter Express 573).
Overview of Responsibility Under This RFP	The Contractor is responsible for the maintenance of the parking lot and the landscaping in the parking lot.
Maintained by Metro, Metrolink, and/or Caltrans	None
Relevant Documents Included	• Park & Ride Images (below) • 2022 Facility Inspection Report (Refer to Exhibit 5)
Additional Information	None

Exhibit 2

6.1. Encino Park & Ride Images



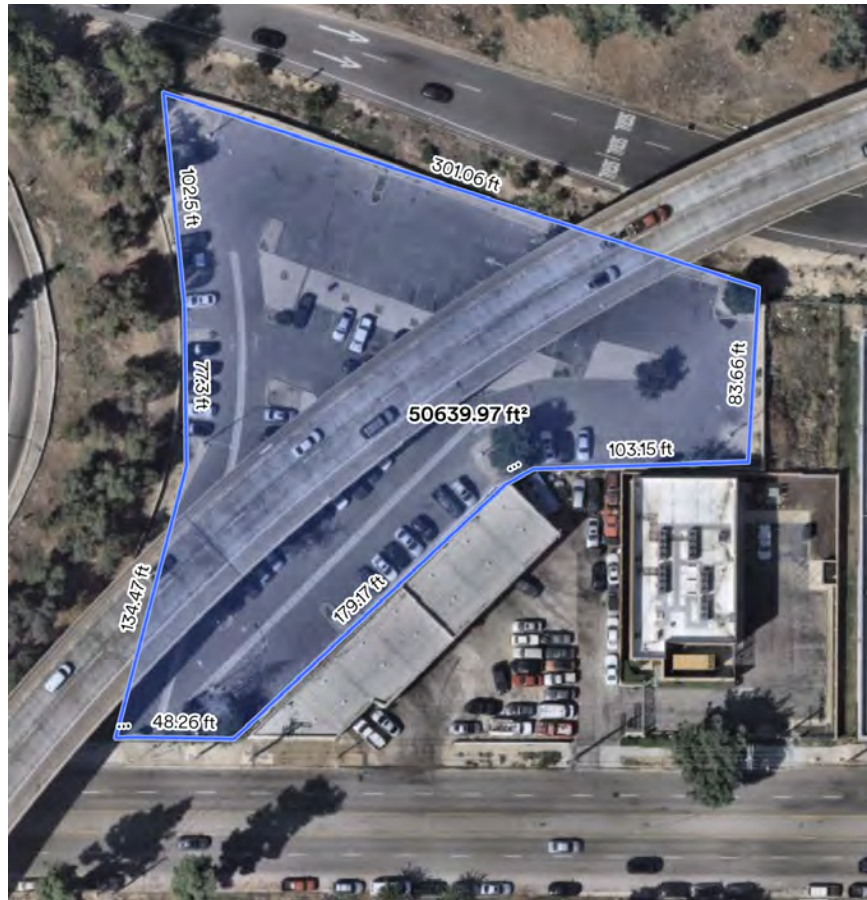
*Aerial image of Encino Park & Ride
(Areas covered by this RFP are outlined in pink)*

7. GRANADA HILLS PARK & RIDE

Location	15550 Chatsworth Street, Los Angeles, California 91345
Size and Design	• ±1.3 acres • 117 parking spaces
Purpose	The Granada Hills Park & Ride facility serves LADOT Commuter Express passengers commuting between the San Fernando Valley and downtown Los Angeles (Commuter Express 423), LAX (Commuter Express 574), Pasadena (Commuter Express 549), and Westwood (Commuter Express 573).
Overview of Responsibility Under This RFP	The Contractor is responsible for the maintenance of the parking lot. Landscaping and irrigation as well as lighting is controlled and maintained by CalTrans.
Maintained by Metro, Metrolink, and/or Caltrans	None
Relevant Documents Included	• Park & Ride Images (below) • 2022 Facility Inspection Report (Refer to Exhibit 5)
Additional Information	None

Exhibit 2

7.1. Granada Hills Park & Ride Images



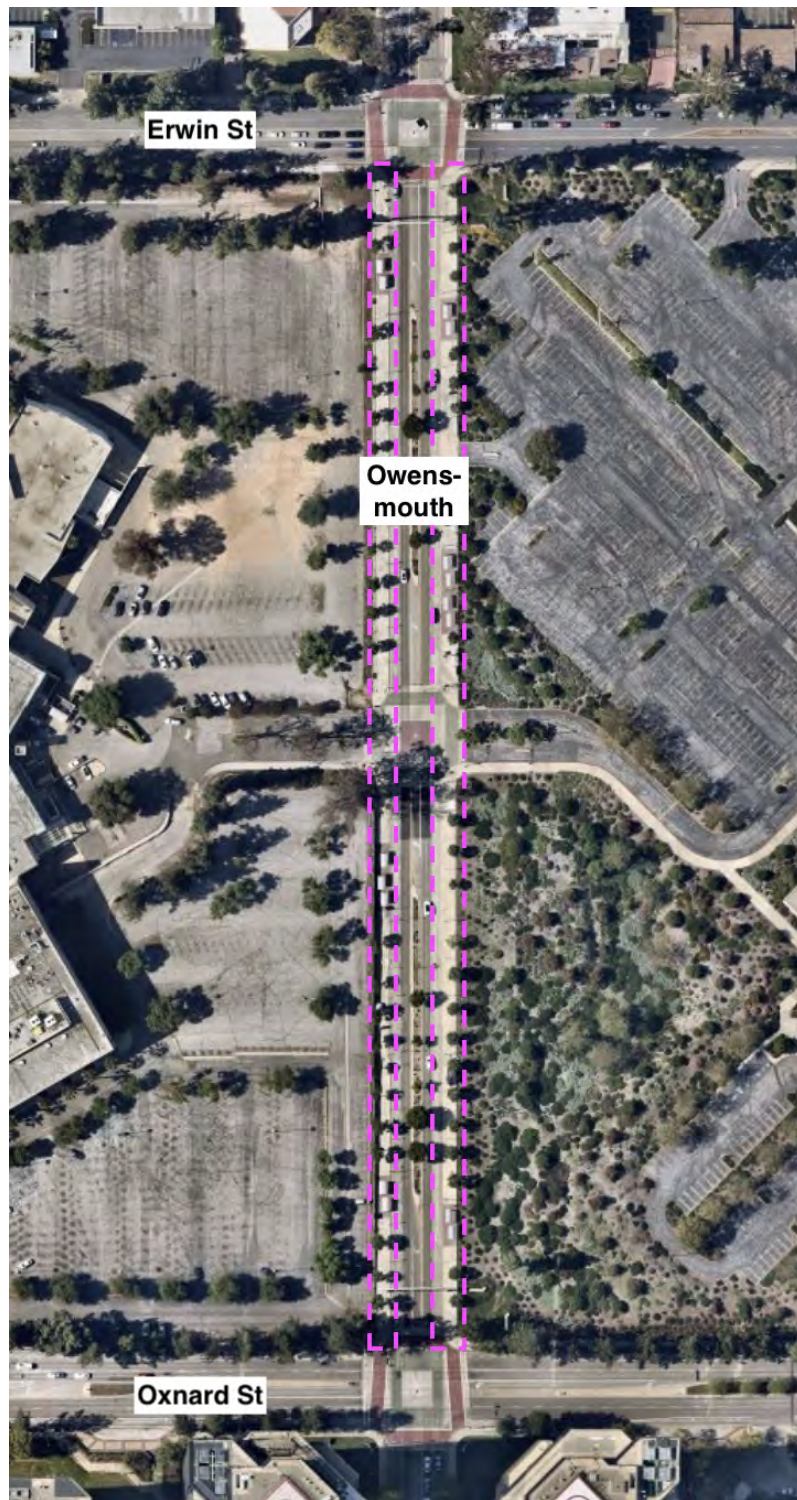
*Aerial image of Granada Hills Park & Ride
(Measurements are approximate)*

8. WARNER CENTER TRANSIT HUB

Location	Owensmouth Avenue, between Oxnard Street and Erwin Street Los Angeles, CA 91367
Size and Design	• ±1.3 acres • 117 parking spaces
Purpose	The Warner Center Transit Hub serves Los Angeles Metro bus lines (150, 161, 164, 169, 601), City of Santa Clarita Transit (791, 796), and VCTC Intercity: Conejo Connection.
Overview of Responsibility Under This RFP	The Contractor is responsible for maintaining street trees, furniture, landscaping, irrigation system maintenance, nine (9) non-advertisement bus shelters, scheduled power washing of the sidewalk and bus pads, trash removal, and general cleaning.
Maintained by Metro, Metrolink, and/or Caltrans	• Metro maintains Metro's Orange Line Station.
Relevant Documents Included	• Warner Center Transit Hub Images (below) • 2022 Facility Inspection Report (Refer to Exhibit 5)
Additional Information	The Warner Center Transit Hub was a joint development by the City, Metro, and the private sector, and it was one of the first of its kind on-street transit bus terminal on a major City street. The Warner Center is a former bus rapid transit station in the eponymous commercial development in the Woodland Hills neighborhood of the San Fernando Valley. When service began on the Orange Line (now the G Line) in 2005, Warner Center was the western terminus, and the only stop not on the dedicated busway. In 2012 an extension of the Orange Line opened to Chatsworth station, leaving Warner Center on a one-stop stub served by alternate buses. Service to Warner Center station on the Orange Line ended on June 24, 2018, replaced by a shuttle that stopped in several locations around the Warner Center area before offering passengers a transfer to the Orange Line at Canoga station, running every 10 minutes. The station remains standing as a transit hub for the area and is now served by several other bus lines.

Exhibit 2

8.1. Warner Center Transit Hub Images



*Aerial image of Warner Center Transit Hub
(Areas covered by this RFP are outlined in pink)*

Exhibit 2

8.1. Warner Center Transit Hub Images



Aerial view of the Warner Center Transit Hub (images from left to right are North to South)

9. 23903 NORMANDIE

Location	23903 Normandie Ave, Harbor City, CA 90710
Size and Design	• 4.85 acres • Vacant Dirt Lot
Purpose	23903 Normandie is a vacant dirt lot that the City will develop into a Bus Maintenance Facility.
Overview of Responsibility Under This RFP	The Contractor is responsible for maintaining the premise and as-needed landscaping and minor capital improvements. This includes all areas inside the gated premise property access/driveways, and surrounding areas (parkways/road verges).
Maintained by Metro, Metrolink, and/or Caltrans	N/A
Relevant Documents Included	• 23903 Normandie Facility Image (below)
Additional Information	The lot was recently purchased by the City. The property sale was completed December 2025.

9.1. 23903 Normandie Images



*Aerial image of 23903 Normandie
(Areas covered by this RFP are outlined in red and labeled Site)*

10. St. STEVENS LUTHERAN CHURCH

Location	15950 Chatsworth St, Granada Hills, CA 91344
Size and Design	- Approximately 20,000 square feet - Approximately 115 parking spaces
Purpose	159050 Chatsworth is leased from Saint Stephen's Lutheran Church (owner) in Granada Hills, to use a portion of the Church's parking lot as a park-and-ride facility for the Commuter Express transit service.
Overview of Responsibility Under This RFP	The Contractor will maintain the property and surrounding areas (parkways/road verges) on an as-needed basis only.
Maintained by Metro, Metrolink, and/or Caltrans	N/A
Relevant Documents Included	Park & Ride Image (below)
Additional Information	None

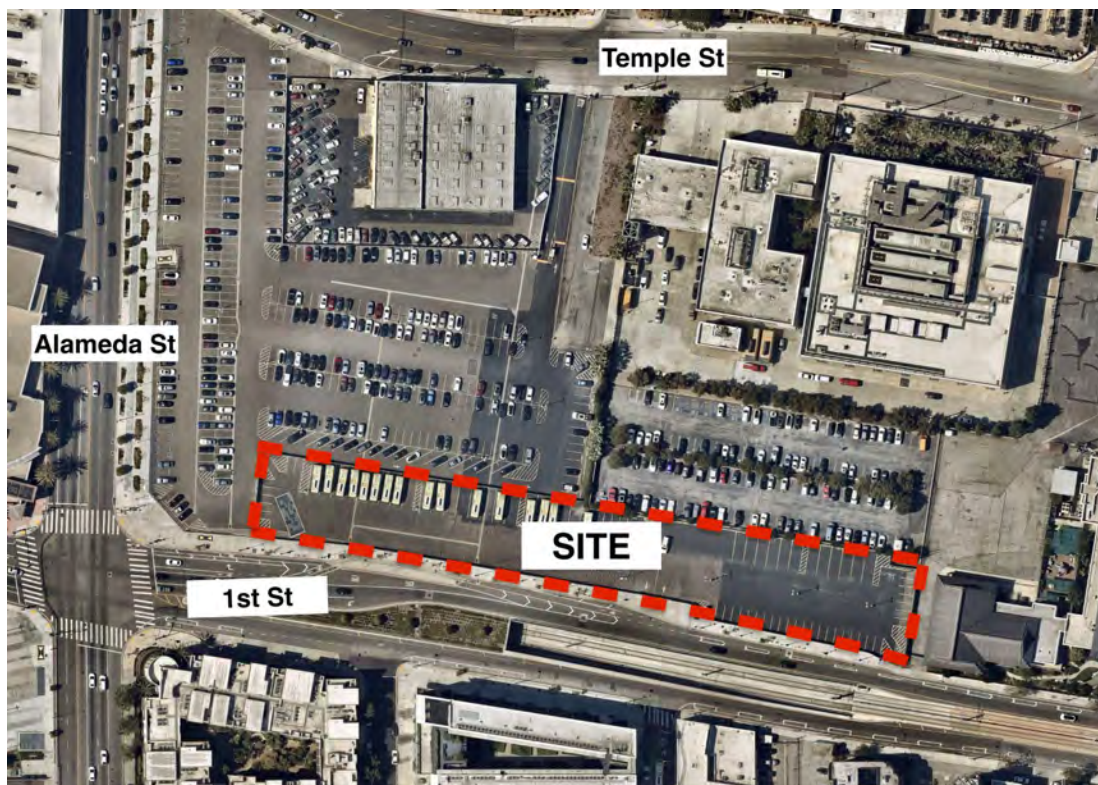
10.1. St. Stevens Lutheran Church Images

*Aerial image of St. Stevens Lutheran Church
(Areas covered by this RFP are outlined in red and labeled Site)*

11. MANGROVE

Location	1st Street and Alameda Ave, Los Angeles, CA 90012
Size and Design	• Approximately 68,000 square feet • Gated bus parking lot
Purpose	1st Street and Alameda Avenue is used as Bus Storage.
Overview of Responsibility Under This RFP	The Contractor will maintain the property and any adjacent parkways/road verges on an as-needed basis only.
Maintained by Metro, Metrolink, and/or Caltrans	• Mangrove Facility (below)
Relevant Documents Included	N/A
Additional Information	

11.1. Mangrove Images



*Aerial image of Mangrove
(Areas covered by this RFP area outlined in red and labeled Site)*

12. HOLLYWOOD

Location	411 North Vermont Avenue, Los Angeles, CA 90004
Size and Design	• Approximately 90,000 square feet • Parking structure and charging for buses
Purpose	411 N Vermont is a parking lot and parking structure that will contain electrical bus chargers to support transit operations.
Overview of Responsibility Under This RFP	The Contractor will maintain the property and any adjacent parkways/road verges on an as-needed basis only.
Maintained by Metro, Metrolink, and/or Caltrans	N/A
Relevant Documents Included	• Hollywood Facility Image (below)
Additional Information	None

12.1. Hollywood Image



*Aerial image of Hollywood
(Areas covered by this RFP are outlined in red and labeled Site)*

Exhibit 3 - Site Visits and Inspections Frequency

	Facility Name	DAYTIME (6:00 AM to 4:00 PM)	NIGHTTIME (10:00 PM to 4:00 AM)	WEEKDAY AS-NEEDED	WEEKEND AS-NEEDED
1.	Chatsworth Station	Daily	Twice a Week	Yes	Yes
2.	Northridge Station	Daily	Twice a Week	Yes	Yes
3.	Sun Valley Station	Daily	Twice a Week	Yes	Yes
4.	Sylmar/ San Fernando Station	Daily	Twice a Week	Yes	Yes
5.	Van Nuys Station	Daily	Twice a Week	Yes	Yes
6.	Encino Park and Ride	Daily	Twice a Week	Yes	Yes
7.	Granada Hills Park and Ride	Daily	Twice a Week	Yes	Yes
8.	Warner Center Transit Hub	Daily	Twice a Week	Yes	Yes
9.	23903 Normandie	Twice a Week	Once a Month	Yes	Yes
10.	St. Stephens Lutheran Church	As-needed ONLY	As-needed ONLY	Yes	Yes
11.	Mangrove	As-needed ONLY	As-needed ONLY	Yes	Yes
12.	Hollywood	As-needed ONLY	As-needed ONLY	Yes	Yes

DAILY = Once a day (with at least 8 hours from the previous site visit & inspection)

BIWEEKLY = Twice every week (twice a calendar week with at least a 3 day separation from the previous site visit & inspection)

SEMIMONTHLY = Twice calendar month (during the 2nd or 3rd calendar month)

Exhibit 4 - Facilities Management Schedule and Details

<u>Subtask 2.3: Scheduled Landscaping</u>		
Facilities: All five (5) Metrolink Stations, Encino Park and Ride, Granada Hills Park and Ride, and Warner Center Transit Hub		
Subtask Number	Task	Frequency
2.3.1	Water all plants (using irrigation system if applicable and functioning or by hand if irrigation system is broken or does not cover planted area)	Schedule determined by the Contractor based on plant
2.3.2	Test irrigation/sprinkler systems every four days (during weather exceeding 80 degrees Fahrenheit)	Twice Per Week
2.3.3	Trim and prune shrubs, ground cover, and flowers	Once Per Week
2.3.4	Edge ground cover	Once Per Week
2.3.5	Remove weeds from shrub, planter beds, groundcover areas, tree circles, and sidewalk cracks	Once Per Week
2.3.6	Apply fertilizers and soil amendments	Twice Per Year
2.3.7	Trim and prune trees (including all palm trees)	Once Per Year
2.3.8	Apply weed abatement chemicals	As needed

<u>Subtask 2.4: As-Needed Landscaping Under \$2,500</u>	
Subtask Number	Task
2.4.1	Replace mulch when soil in planters is exposed
2.4.2	Re-stake young trees when there are not at least two (2) poles assisting in tree support
2.4.3	Remove broken or damaged plant material
2.4.4	Check irrigation equipment for leaks, breaks, and malfunctions and repair within 24 hours of discovery
2.4.5	Check and maintain irrigation systems for efficient water application reducing overspray and eliminating all runoff from leaving the planted areas
2.4.6	Monitor and treat plants for disease and insect infestations
2.4.7	Replace trees, ground cover, shrubs, and other plants upon death. The Contractor shall provide replacement trees and plants that are approved by the City.
2.4.8	Pest control
2.4.9	Replace broken or non-functional sprinkler head
2.4.10	Replace repair broken riser or fitting
2.4.11	Repair broken valve repair
2.4.12	Pipe repair: broken feeder line
2.4.13	Pipe repair: broken main line
2.4.14	Broken main line repair

<u>Subtask 3.3: Preventative Maintenance</u>	
Facilities: All five (5) Metrolink Stations, Encino Park and Ride, Granada Hills Park and Ride, and Warner Center Transit Hub	
Subtask Number	Task
3.3.1	Storm Drains and Clarifiers
3.3.2	Infiltration and Retention Systems
3.3.3	Sump Pumps
3.3.4	Lighting and Electrical Systems
3.3.5	Water Fountain(s)
3.3.6	Parking Areas and Driveways
3.3.7	Boarding Platforms, Walkways, and Ramps
3.3.8	Fixtures, Furniture, Canopies
3.3.9	Electric Vehicle Chargers

<u>Subtask 3.3: Preventative Maintenance - Chatsworth Metrolink Station Depot Building</u>	
Subtask Number	Task
3.3.10	HVAC (Heating, Ventilation, Air Conditioning) System and Thermostats
3.3.11	Roof
3.3.12	Fire Prevention System
3.3.13	Electrical Systems
3.3.14	Plumbing Systems
3.3.15	Water Fountain(s)
3.3.16	Bathrooms
3.3.17	Automatic Door Maintenance
3.3.18	Water Heater
3.3.19	Shut-off valves

Exhibit 4

Subtask 3.4 Scheduled Maintenance - Boarding Platforms, Exterior Passenger Areas and Parking			
Subtask Number	Task	Facility	Frequency
3.4.1	Remove trash (litter and debris pick-up/removal) from all passenger, parking, and landscaped areas.	5 Metrolink Stations, Encino & Granada Hills Park and Ride and Warner Center Transit Hub	Three Times Per Week
3.4.2	Empty trash containers and replace liners in exterior areas.	5 Metrolink Stations, Encino & Granada Hills Park and Ride and Warner Center Transit Hub	Twice Per Week, more often as needed
3.4.3	Clean sand urns. Remove cigarettes and other debris and refill as needed.	5 Metrolink Stations, Encino & Granada Hills Park and Ride and Warner Center Transit Hub	Twice Per Week
3.4.4	Motorized sweeping of parking lots	5 Metrolink Stations, Encino & Granada Hills Park and Ride and Warner Center Transit Hub	Once Per Week
3.4.5	Sweep all station areas not accessible to the sweeping machine	5 Metrolink Stations, Encino & Granada Hills Park and Ride and Warner Center Transit Hub	Once Per Week
3.4.6	Hose with water stairways and ramps	5 Metrolink Stations, Encino & Granada Hills Park and Ride and Warner Center Transit Hub	Once Per Week
3.4.7	Blow clean pedestrian walkways/ramps and platforms (at the conclusion of Tasks 3.3.4-3.3.6)	5 Metrolink Stations, Encino & Granada Hills Park and Ride and Warner Center Transit Hub	Once Per Week
3.4.8	Clean (physically wipe) light covers and reflectors of all wall sconces, step lights, fluorescent light fixtures, canopy lights and recessed lights.	5 Metrolink Stations, Encino & Granada Hills Park and Ride and Warner Center Transit Hub	Once Per Month
3.4.9	Pest control services (for rodents) at the station platform	Chatsworth and Sylmar/San Fernando Stations	Once Per Month
3.4.10	Power wash boarding platforms with high-pressure hot water washing/power scrubbing at Sylmar/San Fernando, Chatsworth, Northridge, Van Nuys, and Sun Valley Metrolink Stations.	All 5 Metrolink Stations	Once Per Month
3.4.11	Clean (physically wipe) all road and parking signs	5 Metrolink Stations, Encino & Granada Hills Park and Ride and Warner Center Transit Hub	Every Two Months
3.4.12	Clean (physically wipe) all marquee signs at all facilities	5 Metrolink Stations, Encino & Granada Hills Park and Ride and Warner Center Transit Hub	Every Two Months
3.4.13	Power wash concrete Bus Pads	Chatsworth, Northridge, and Sylmar/San Fernando Metrolink Stations, and the Warner Center Transit Hub	Every Three Months

Exhibit 4

Subtask 3.4 Scheduled Maintenance - Boarding Platforms, Exterior Passenger Areas and Parking			
Subtask Number	Task	Facility	Frequency
3.4.14	Spray wash exterior of all buildings and structures and remove excessive dirt build-up	5 Metrolink Stations, Encino & Granada Hills Park and Ride and Warner Center Transit Hub	Every Six Months
3.4.15	Clean parking lot and walkway pole light covers	5 Metrolink Stations, Encino & Granada Hills Park and Ride and Warner Center Transit Hub	Annually
3.4.16	Clean all facility light covers and reflectors	5 Metrolink Stations, Encino & Granada Hills Park and Ride and Warner Center Transit Hub	Annually

Subtask 3.4: Scheduled Maintenance - Depot Building at the Chatsworth Metrolink Station		
Subtask Number	Task	Frequency
3.4.17	Spot clean the exterior public area patio (including but not limited to: spills, trash, scuffs, plant material, etc.)	Daily (M-F)
3.4.18	Spot clean all interior lobby surfaces (including but not limited to: spills, trash, scuffs)	Daily (M-F)
3.4.19	Clean and restock the Depot building lobby restrooms	Daily (M-F)
3.4.20	Empty trash containers in public spaces (interior and exterior) and lobby restrooms	Daily (M-F)
3.4.21	Clean interior lobby surfaces and furniture, window ledges, windows, window coverings, drapery.	Weekly
3.4.22	Wash exterior windows of the depot (including those of the lobby and tenant leased spaces, when occupied and unoccupied)	Monthly
3.4.23	Clean utility room	Monthly
3.4.24	Clean lobby janitorial closet	Monthly
3.4.25	Pest control	Monthly
3.4.26	Clean and restock tenant bathroom	Quarterly if unit is not leased; Weekly if unit is leased
3.4.27	Service the City's eight (8) air conditioning units. (The depot building has thirteen (13) air conditioning units total, with five (5) belonging to LACMTA.)	Quarterly
3.4.28	Wash interior windows (lobby and tenant leased spaces, when occupied and unoccupied)	Quarterly
3.4.29	Interior floor deep cleaning (lobby and tenant leased spaces, when occupied and unoccupied)	Yearly

Exhibit 4

Subtask 3.5: Scheduled and As-Needed Maintenance and Janitorial - LACMTA Childcare Facilities		
Subtask Number	Task	Facility
3.5.1	Landscaping, weed control/irrigation system – Landscape, weed control and irrigation system maintenance shall be provided for areas surrounding the Childcare Center at each location.	Chatsworth and Sylmar/San Fernando Station
3.5.2	Graffiti removal within forty-eight (48) hours shall be provided for the Childcare buildings at the two locations.	Chatsworth and Sylmar/San Fernando Station
3.5.3	Emergency service within a two (2) hour response time shall be provided for the Childcare buildings at the two locations.	Chatsworth and Sylmar/San Fernando Station
3.5.4	Janitorial Service – The Contractor shall provide daily (M-F) janitorial services including cleaning and supplies for the bus operator restroom in the Chatsworth Metrolink Station Depot building and Sylmar/San Fernando Metrolink Station, and a 216 square foot lounge at the Sylmar/San Fernando Metrolink Station.	Chatsworth and Sylmar/San Fernando Station

<u>Subtask 3.6: As-Needed Facilities Maintenance and Capital Improvements Than \$2,500</u>		
- AND -		
<u>Subtask 3.7: As-Needed Maintenance and Capital Improvements Over \$2,500</u>		
Subtask 3.6 (Under \$2,500)	Subtask 3.7 (Over \$2,500)	Task
3.6.1	3.7.1	Graffiti Removal
3.6.2	3.7.2	Pest control
3.6.3	3.7.3	Glass window and door repair and replacement
3.6.4	3.7.4	Hardware repair or replacement
3.6.5	3.7.5	Appliance repair or replacement
3.6.6	3.7.6	Fixture and furniture repair or replacement
3.6.7	3.7.7	Wall and ceiling repair and replacement
3.6.8	3.7.8	Flooring repair or replacement
3.6.9	3.7.9	Interior and exterior paint
3.6.10	3.7.10	HVAC system repair or replacement
3.6.11	3.7.11	Lighting fixture and element repair or replacement
3.6.12	3.7.12	Electrical system repair or replacement
3.6.13	3.7.13	Plumbing system repair or replacement
3.6.14	3.7.14	Restroom repairs or replacement
3.6.15	3.7.15	Roof repair or replacement
3.6.16	3.7.16	Interior or exterior furniture repair or replacement
3.6.17	3.7.17	Fence repair or replacement
3.6.18	3.7.18	Pavement repair or replacement
3.6.19	3.7.19	Station structure repair or replacement
3.6.20	3.7.20	Electric Vehicle Chargers repair or replacement
3.6.21	3.7.21	Other/Miscellaneous

<u>Subtask 3.7: Capital Improvements</u>		
Subtask Number	Task	Facility
3.7.22	Treat Cracks, repave and/or resurface parking lots, repaint parking stalls and pedestrian paths	All facilities
3.7.23	Upgrade lighting to LED	All facilities
3.7.24	Repaint platform safety line and verbiage. Repair tactile paving.	All 5 Metrolink Stations (both platforms at Chatsworth Station)
3.7.25	Repaint Depot Building (interior and exterior)	Chatsworth Station
3.7.26	Refurbish facility furniture, fixtures, and shelters	All facilities

Exhibit 5 - Facilities Standard Response Times

The Contractor shall categorize each outage or event as Severity 1, Severity 2 or Severity 3 in its reasonable discretion.

Table 1: Error Severity Levels

Error Severity	Event Definition
Severity 1	A Severity 1 Event is one that has a direct, major impact on the City's and/or Metro/Metrolink's daily Facility operations because a key Facility component is not available or is malfunctioning. A Severity 1 Event would either be an emergency, or something that puts a Facility out of service for passengers, or both.
Severity 2	A Severity 2 Event occurs when a functional component of a Facility is not available, without impacting the City's and/or Metro/Metrolink's daily Facility operations. A Severity 2 Event would not impact the public's abilities to use the Facilities.
Severity 3	A Severity 3 Event is an issue or problem identified by the City, Metro/Metrolink, the Contractor, or passengers that is inconvenient but not business impacting.

Table 2: Event Response Times

Error Severity	Target Reaction Time	Target Response Time	Target Remote Resolution Time	Target On-Site Resolution Time
Severity 1	One (1) hour	Four (4) hours	Eight (8) hours	Within twenty-four (24) hours from the end of the Target Response Time
Severity 2	Four (4) business hours	One (1) business day	Five (5) business days	Within five (5) business days from the end of the Target Response Time
Severity 3	Two (2) business days	Five (5) business days	As agreed between the Contractor and the City	Scheduled when convenient to the City and passengers

"Target Reaction Time" is defined as the expected maximum time for the Contractor to notify the City of an Event or acknowledge receipt from the City of an Event's occurrence. In the case of a phone call from the City, the Target Reaction Time will be the phone conversation and completion of the phone conversation shall trigger the Event initiation (occurrence/start) time. If the severity of the Event is not immediately apparent, the Contractor shall categorize the Event to the higher error severity.

"Target Response Time" is defined as the period after the Target Reaction Time that is the period of the problem identification. The times shown above are the expected maximum time for the Contractor to respond to the City. At the conclusion of the Response Time, the Contractor shall inform the City of the results of the assessment and the proposed solution. The Contractor shall coordinate with other Parties involved in the Event, including but not limited to, appropriate manufacturers, subcontractors, LADWP, Metro, Metrolink, and/or the City.

Exhibit 5

“Target Remote Resolution Time” is defined as the expected time to complete resolution of the Event remotely.

“Target On-Site Resolution Time” is defined as the expected time to complete resolution of the Event at the Facilities.

The Contractor’s Target Reaction, Response, and Resolution Times do not include communication time spent waiting for the City or City access delays.

Excluded Events

- a. Any Contractor-initiated planned downtime for scheduled maintenance, previously approved by the City;
- b. Any downtime caused by City-owned/operated hardware or software failures;
- c. Any City-initiated maintenance states (e.g. bus out of service, electrical shutdowns);
- d. Downtime caused by the City’s own network or internet access;
- e. Downtime caused by the City’s use of the Facilities or any component thereof, not in accordance with the Agreement;
- f. Downtime caused by widespread regional internet or electrical outage not caused by Facility components, or;
- g. Downtime caused by a Force Majeure event.

Exhibit 6 - 2022 Facilities Conditions Assessments Report

National Transit Database and Asset Management Reporting

2022 Facility Condition Assessments Report

FINAL
December 5, 2022



Prepared by:



Los Angeles Department of Transportation

National Transit Database and Asset Management Reporting

2022 Facility Condition Assessments Report

FINAL

December 5, 2022

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TABLE OF CONTENTS

Executive Summary.....	ES-1
1. Introduction	1
1.1. Study Purpose	1
1.2. Study Process.....	2
1.2.1. Maintenance & Administrative Facilities	2
1.2.2. Passenger Facilities	3
1.2.3. Parking Facilities	4
1.3. Report Organization.....	4
2. Existing Facilities	5
2.1. Maintenance Facilities	6
2.1.1. Downtown Transit Facility Bus Operations Maintenance Facility	6
2.1.2. Washington Yard.....	7
2.1.3. Sylmar Yard Maintenance & Storage Facility	9
2.2. Passenger Facilities	10
2.3. Parking Facilities	17
3. Facility Condition Assessment.....	19
3.1. Assessment Methodology.....	19
3.2. Maintenance & Administrative Facilities	25
3.2.1. Conveyance.....	27
3.2.2. Electrical	27
3.2.3. Equipment	31
3.2.4. Fire Protection	31
3.2.5. HVAC.....	33
3.2.6. Interiors	34
3.2.7. Plumbing.....	38
3.2.8. Shell	41
3.2.9. Site	44
3.2.10. Substructure	50
3.3. Passenger Facilities	51
3.3.1. Conveyance.....	51
3.3.2. Electrical	51
3.3.3. Fare Collection Equipment.....	57
3.3.4. Fire Protection	57
3.3.5. HVAC.....	59
3.3.6. Interiors	60
3.3.7. Plumbing.....	66
3.3.8. Shell	68
3.3.9. Site	73
3.3.10. Substructure	81
3.4. Parking Facilities	82

3.4.1. Conveyance.....	82
3.4.2. Electrical	82
3.4.3. Equipment	83
3.4.4. Fire Protection	83
3.4.5. HVAC.....	83
3.4.6. Interiors	84
3.4.7. Plumbing.....	84
3.4.8. Shell	84
3.4.9. Site	84
3.4.10. Substructure	87
4. Findings and Recommendations	88
4.1. Summary of Findings.....	88
Appendix A-1: Condition Assessments	A-1
Appendix A-2: TERM FORMS.....	A-2
Appendix A-3: Replacement Prioritization & Funding Opportunities Memo	A-3
Appendix A-4: Field Visit Photos	A-4

TABLES

Table 0.1 Subcomponent(s) Exceeded Useful Life.....	ES-0
Table 0.2 Subcomponent(s) That Have Not Exceeded Useful Life.....	ES-6
Table 3.1 Passenger and Maintenance Facility Subcomponents.....	19
Table 4.1 Condition Assessment Findings	88

FIGURES

Figure 0.1 Facility and Infrastructure Condition Assessment Findings	ES-2
Figure 1.1 Study Process	2
Figure 2.1 LADOT Facility Map	5
Figure 2.2 Downtown Transit Facility Bus Operations Maintenance Facility.....	6
Figure 2.3 1910 Washington Boulevard Maintenance & Storage Facility.....	7
Figure 2.4 1950 Washington Boulevard Maintenance & Storage Facility.....	8
Figure 2.5 Sylmar Maintenance & Storage Facility.....	9
Figure 2.6 Chatsworth Station.....	11
Figure 2.7 Northridge Metrolink Station	12
Figure 2.8 Sun Valley Metrolink Station	13
Figure 2.9 Sylmar/San Fernando Metrolink Station	14
Figure 2.10 Van Nuys Station	15
Figure 2.11 Warner Center Transit Center	16
Figure 2.12 Chatsworth Park & Ride	17
Figure 2.13 Encino Park & Ride	18
Figure 3.1 TERM Asset Lifecycle	23

Figure 3.2 TERM Condition Rating Scale.....	24
Figure 3.3 Washington Yard Entrance	25
Figure 3.4 Washington Yard Bay Rear Doors.....	26

ABBREVIATIONS / ACRONYMS

AC	Asphalt Concrete
ADA	Americans with Disabilities Act
ASTM	American Society of Testing and Materials
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
CIP	Cast-in-Place
CMU	Concrete Masonry Unit
CY	Calendar Year
FDC	Fire Department Connection
FTA	Federal Transit Administration
HVAC	Heating, Ventilation and Air Conditioning
IIJA	Infrastructure Investment and Jobs Act
LADOT	Los Angeles Department of Transportation
LB	Elbow
LED	Light-emitting Diode
MAP-21	Moving Ahead for Progress in the 21st Century
MSF	Maintenance and Storage Facility
MEP	Mechanical, Electrical and Plumbing
NTD	National Transit Database
OMF	Operations Maintenance Facility
PIV	Post Indicator Valve
PVC	Polyvinyl Chloride
S&I	Service & Inspection
SGR	State of Good Repair
SOP	Standard Operating Procedures
STV	STV Incorporated
TAM	Transit Asset Management
TERM	Transit Economics Requirements Model
TVM	Ticket Vending Machine
VCT	Volts Center Tapped
VMS	Variable Message Sign



EXECUTIVE SUMMARY

Current Federal Transit Administration (FTA) legislation under the Moving Ahead for Progress in the 21st Century (MAP-21) Act of 2012 requires that transit agencies perform Asset Management to assess the condition of physical assets in order to meet goals for maintaining equipment and facilities in a state of good repair. The Los Angeles Department of Transportation (LADOT) is in the process of developing a Transit Asset Management (TAM) program to meet these requirements that utilizes the Transit Economics Requirements Model (TERM) scoring theme provided by FTA. The TAM plan covers a four year period and should be updated every four years.

LADOT has teamed with STV Incorporated (STV) to provide LADOT with information to develop a TAM program that will meet Federal requirements and will also allow LADOT to bring assets into a State of Good Repair and make data-driven decisions regarding improvements and capital expenditures.

CONDITION ASSESSMENT OF LADOT’S FACILITIES AND INFRASTRUCTURE

During the fall of 2022, STV performed visual condition assessments of LADOT’s 3 maintenance and administrative facilities, 6 passenger facilities which include bus and rail (Metrolink) properties, and 2 parking facilities.

The assessments were organized by the following elements: substructure, shell, interiors, conveyance, plumbing, HVAC, fire protection, electrical, equipment, fare collection equipment, and site, however only the Van Nuys and Chatsworth Stations included a building so the majority of these inspections focused on paving, site lighting and passenger amenities. STV staff conducted a visual assessment of the condition of major elements at each facility.

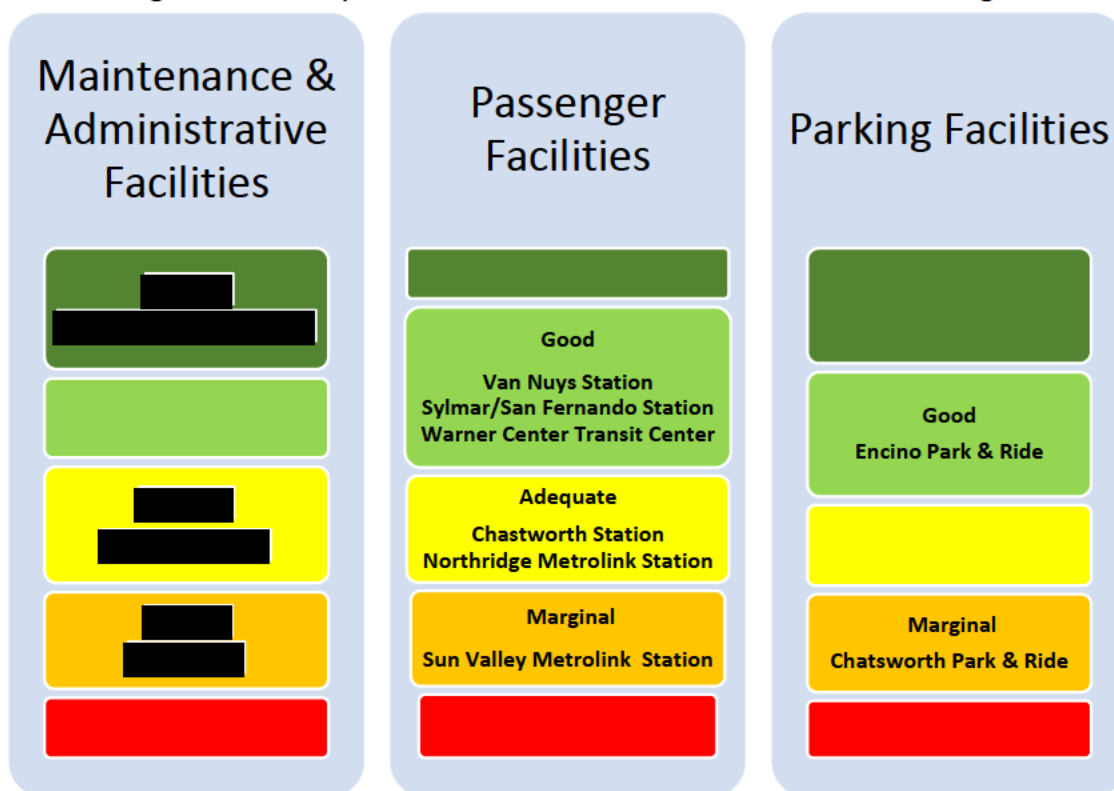
Prior to condition assessments, the inspector reviewed such background material as was available including lists of equipment and internet based aerial and street view reconnaissance of each property to determine extent of inspection staffing. Condition assessments were conducted on LADOT’s facility and infrastructure assets, using the FTA’s TERM five-point scale.

1-Poor	2-Marginal	3-Adequate	4-Good	5-Excellent

SUMMARY OF ASSESSMENT RESULTS

The conditions assessment of LADOT's administrative and maintenance, passenger, and parking facilities are summarized in Figure 0.1. The majority of LADOT's facility and infrastructure assets received an overall rating of 3 (Adequate). The Downtown Transit Facility received an overall rating of 5 (Excellent) The Encino Park & Ride, Van Nuys Station, Sylmar/San Fernando Metrolink Station and Warner Center Transit Center received an overall rating of 4 (Good). The Washington Yard, Chatsworth Station and Northridge Metrolink Station received an overall rating of 3 (Adequate). The Sylmar Yard, Chatsworth Park & Ride and Sun Valley Station received an overall rating of 2 (Poor).

Figure 0.1 Facility and Infrastructure Condition Assessment Findings



Since eight of the twelve facilities inspected are predominantly parking lots, the majority of the negative findings were related to limited areas of paving, landscaping, and electrical concerns. Three of the maintenance facilities are showing significant signs of wear and tear within the parking areas, maintenance bays and buswash equipment, with Sylmar Yard being the most in need of repairs and rehabilitation. Station platforms are generally in the good to excellent scale. Current maintenance of storm drain systems is a major ongoing issue at all of the sites.

STUDY RECOMMENDATIONS

1. Use the results of these assessments to implement corrective actions based on LADOT's operational and fiscal priorities to achieve a State of Good Repair for the facilities evaluated.
2. In addition to the condition assessments, a prior review of existing LADOT records reveals lacking or insufficient facility subcomponent data that could be used to inform asset management decisions. This is largely due to the newly constructed Downtown Transit Facility by LADOT, so this recommendation is provided to guide future data collection and organization. Data is needed that provides a history of investments and maintenance of LADOT's facilities at the subcomponent level which enables examination of trends, identification of costs and forecasting of improvements and useful life determination for each subcomponent. STV recommends that LADOT keep more detailed records on maintenance (e.g. painting, pavement repairs, etc.) and improvements to facilities and infrastructure at the subcomponent level. Data is also needed to clearly identify property ownership and equipment in the shops. This is a common complication for many transit agencies and cities that share facilities.
3. STV's approach for subcomponent scale valuations were driven by the use of the lowest rated item within subcomponent as a means of highlighting corrective action. This was done to draw LADOT's attention to replacing the specific subcomponent. STV also recommends that the comment field is used to clearly differentiate the condition of the items within a subcomponent. For example:
 - The ticketing and passenger waiting building (Amtrak tenant) at the Van Nuys Metrolink Station is for all intents and purposes in very good condition. However, there are some pavement areas that should be replaced and the rest of the items be handled with maintenance and rehabilitation.
 - If a facility has 10 light poles on the platform, with nine in good condition (Rating 4), and one is in marginal condition (Rating 2), STV recommends using the average for all 10 poles (3.8), while using the comment field to clearly identify the condition of the poles with a TERM rating requiring attention.
4. For the next four-year TAM period (FY23 – FY27) LADOT intends to leverage existing and new sources of funding to address replacement costs identified in this report. By ranking sites and facility component categories using the TERM rating (1-5), LADOT will prioritize components that need the most immediate attention, as many of these are safety related projects and require prioritization when determining what items to schedule for repair. Safety related items should always be of the highest priority. While considering

the total cost of repairs and funding LADOT currently has set aside for these replacement costs, the annual funding gap will be identified to align existing needs with discretionary funding sources. The Infrastructure Investment and Jobs Act (IIJA), has brought with it an overall increase in formula funding at the local, state and federal level along with discretionary grants to address technology, capital improvements, and state of good repair investments compared to prior years. It is recommended that LADOT identifies items that require immediate attention with a TERM rating of 1-2 to pay with existing funding, and then allow those items with ratings of 3, 4 and 5 to follow in future fiscal years or sooner, when funding becomes available.

Please see **Appendix A-3: Replacement Prioritization & Funding Opportunities Memo** for the items identified with a TERM rating of 1-2 that require immediate replacement. The estimated replacement costs have been organized into items that can be addressed with existing funding sources such as 3rd party maintenance contracts, while more expensive replacement items that would require grant or another source of funding to bring into a state of good repair.



National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

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National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

Facility Type	Facility	Component	Subcomponent Category	Subcomponent(s) Exceeded Useful Life	Estimated Time Frame for Replacement (Design/Construction)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED]	[REDACTED]	[REDACTED]
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National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

Facility Type	Facility	Component	Subcomponent Category	Subcomponent(s) Exceeded Useful Life	Estimated Time Frame for Replacement (Design/Construction)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
			[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

Facility Type	Facility	Component	Subcomponent Category	Subcomponent(s) Exceeded Useful Life	Estimated Time Frame for Replacement (Design/Construction)
Parking	Chatsworth Park & Ride	Electrical	Conduits	2 lighting poles are missing handhole covers and 1 pole missing nameplate; 1 pole has unreadable nameplate	1 week for construction
				Irrigation controller and lock missing.	1 week for construction
				LADWP Pedestal Meter missing locks	LADWP responsibility
	Chatsworth Park & Ride	Site	Asphalt	Asphalt paving, curbs and gutters	12 months (3 design, 3 permitting, 6 construction)
			Irrigation & Landscaping	Landscaping and site irrigation	2 months (construction)
	Encino Park and Ride	Electrical	Electrical Panels	One of EV charging stations on the east boundary has a cover loose. This is Electrical hazard requiring immediately repair.	This EV charger belongs to EV connect, contact info (866)816-7584, Station ID: EVB0594
				EV charger panel with two 20A 2P circuit breakers inside, which requires immediate repair on missing lock and loose panel cover.	1 day job
Passenger	Chatsworth Station	Interior	Accessories	Depot Building bus driver restroom paper towel dispenser	1 day for construction
				Depot Building museum restroom mirrors	1 day for construction
			Ceilings	Depot Building ceiling repaint	1 week for construction
			Doors (Interior)	Depot Building several ceiling panels are damaged	1 week for construction

National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

Facility Type	Facility	Component	Subcomponent Category	Subcomponent(s) Exceeded Useful Life	Estimated Time Frame for Replacement (Design/Construction)
Passenger	Chatsworth Station		Finishes	Depot Building janitor door closer	1 day for construction
			Partitions	Depot Building interior partitions water damaged	1 week for construction
		Plumbing	Water Heaters	Water heater in restrooms	2 weeks for construction
			Piping	Main shut-off valve	2 weeks for construction
				Roof receptors	2 weeks for construction
		Shell	Downspouts	Downspouts are missing from three platform canopies.	1 week for construction
			Roof	Depot Building Roof Repairs	2 weeks for construction
			Wall Panels	Depot Building exterior siding	2 weeks for construction
		Site	Pavement Striping	Stall and drive aisle striping	1 month (Construction)
			Signage - Other	Stop sign at northernmost exist missing.	1 week (construction)
				Tactile warning sign	1 month (Construction)
	Northridge Metrolink Station	Electrical	Lighting - Canopy	Lighting fixtures including covers at station platform canopy	1 week for construction
		Interior	Doors (Interior)	The door to the Ticketing Area Storage room.	1 week for construction
		Site	Accessories	Bike locking device in 2 out of 7 lids.	1 week for construction
			Asphalt	Parking Lot Pavement	18 months (6 design, 3 permitting, 9 construction)
			Irrigation & Landscaping	Groundcover needs to be replaced.	1 month (Construction)
	Sun Valley Metrolink Station	Site	Asphalt	AC and concrete paving throughout site	18 months (6 design, 3 permitting, 9 construction)
		Substructure	Foundation	Concrete Light Pole Foundations	2 months (design and construction)



National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

Facility Type	Facility	Component	Subcomponent Category	Subcomponent(s) Exceeded Useful Life	Estimated Time Frame for Replacement (Design/Construction)
Passenger	Sylmar / San Fernando Metrolink Station	Electrical	Electrical Panels	Electrical maintenance box	2 week for construction
		Shell	Canopies	Cement plaster finish at canopy walls	1 week for construction
			Downspouts	Downspout is missing from canopy gutter at two locations.	1 week for construction
		Site	Asphalt	AC pavement in parking area	18 months (6 design, 3 permitting, 9 construction)
	Van Nuys Station	Site	Asphalt	AC and concrete paving throughout site	12 months (3 design, 3 permitting, 6 construction)
			Pavement Striping	Pavement striping for pedestrian ADA path to the station and the public right-of-way	1 month (Construction)
	Warner Center Transit Center	Site	Irrigation & Landscaping	Landscape material needs replacement	3 months (construction)

Source: STV 2022



Table 0.2 Subcomponent(s) That Have Not Exceeded Useful Life

Facility Type	Facility	Subcomponent(s) That Have Not Exceeded Useful Life	Estimated Life Remaining
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
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National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

Facility Type	Facility	Subcomponent(s) That Have Not Exceeded Useful Life	Estimated Life Remaining
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National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

Facility Type	Facility	Subcomponent(s) That Have Not Exceeded Useful Life	Estimated Life Remaining
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National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

Facility Type	Facility	Subcomponent(s) That Have Not Exceeded Useful Life	Estimated Life Remaining
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National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Facility Type	Facility	Subcomponent(s) That Have Not Exceeded Useful Life	Estimated Life Remaining
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Parking	Chatsworth Park & Ride	Drainage and Storm Water Systems	20-30 Years Given Continued Maintenance
		Electrical Services and Distribution Equipment - Electrical Utility Meter #M9-833567, 240V3W	5-10 years
		Lighting and Branch Wiring - Pole-Mounted LED lighting fixture	5-10 years
		Parking Areas	5-10 Years Given Rehabilitation
		Pedestrian Areas	20-30 Years Given Continued Maintenance
		Perimeter Area	10-15 years given repair of breaches and continued maintenance

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Facility Type	Facility	Subcomponent(s) That Have Not Exceeded Useful Life	Estimated Life Remaining
Parking	Chatsworth Park & Ride	Roadway and Entrance	20-30 Years Given Continued Maintenance
	Encino Park and Ride	Amenities	30-40 years given continued maintenance
		Drainage and Storm Water Systems	30-40 years given continued maintenance
		Electrical Services and Distribution Equipment - Electrical Utility Meter #FEKM9-1614319, 240 V 3W	15-20 years
		Electrical Services and Distribution Equipment - Electrical Utility Meter #FM9-1100332, 240 V 3W	15-20 years
		Electrical Services and Distribution Equipment - Electrical Utility Meter #FM9-1569827, 240 V 3W	20-25 years
		Landscaping	20-30 Years Given Continued Maintenance
		Lighting and Branch Wiring - Car-Charging Pedestal	5 years
		Lighting and Branch Wiring - EV Charger Panel	5-10 years
		Lighting and Branch Wiring - Pole-mounted message board	10-15 years
		Lighting and Branch Wiring - Pole-Mounted single and dual head lighting fixtures and base	15-20 years
		Parking Areas	20-30 Years Given Continued Maintenance
		Pedestrian Areas	20-30 Years Given Continued Maintenance
		Perimeter Area	10-20 Years Given Continued Maintenance
		Roadway and Entrance	20-30 Years Given Continued Maintenance
		Utilities	30-40 years given continued maintenance
	Chatsworth Station	Amenities	10-20 Years Given Continued Maintenance
		Asphalt and Striping	10-20 years
		Building South patio lighting lamp	3-5 years
		Communication and Security - Outdoor security system	5-7 years
		Drainage and Storm Water Systems	20-25 years given continued maintenance

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Facility Type	Facility	Subcomponent(s) That Have Not Exceeded Useful Life	Estimated Life Remaining
Passenger	Chatsworth Station	Electrical Services and Distribution - Electrical Room Meters (8)	10-15 years
		Electrical Services and Distribution - Panelboards	15-20 years
		Electrical Services and Distribution - Panelboards at 10038	15-20 years
		Electrical Services Equipment - LADWP Entrance Parking Lot Meters 1 & 2	25-30 years
		Emergency Lighting	5-10 years
		Erosion Control and Water Quality (NPDES)	10-15 years given continued maintenance
		HVAC - Carrier AC Unit	1-3 years
		HVAC - Downblast exhaust fan	3-5 years
		HVAC - Upblast exhaust fan	3-5 years
		Landscaping	10-20 Years Given Continued Maintenance
		Lighting and Branch Wiring - Lighting at passenger pickup canopy	7-10 years
		Lighting and Branch Wiring - Exit Signs	5-15 years
		Lighting and Branch Wiring - Fluorescent T8 Lighting in Restroom	5-10 years
		Lighting and Branch Wiring - J-Box outside building	5-7 years
		Lighting and Branch Wiring - Pole-mounted single and dual head lighting fixtures in parking lot	10-15 years
		Lighting and Branch Wiring - Typical pole-mounted lighting fixtures along platform	3-5 years
		Lighting and Branch Wiring - Wall mount LED light outside building	5-10 years
		Lighting and Branch Wiring - Weatherproof receptacle inside Depot	10-15 years
		Lighting and Branch Wiring -High-bay lighting fixtures	5-10 years
		Parking Areas	5-10 Years Given remedial work and continued maintenance
		Pedestrian Areas	10-20 Years Given Continued Maintenance
		Perimeter Area	10-20 Years Given Continued Maintenance
		Roadway and Entrance	10-20 Years given Continued Maintenance
		Signage	10-15 years
		Utilities	15-20 Years given continued maintenance

National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

Facility Type	Facility	Subcomponent(s) That Have Not Exceeded Useful Life	Estimated Life Remaining
Passenger	Northridge Metrolink Station	Amenities	0-5 years,
		Drainage and Storm Water Systems	5-10 years given rehabilitative maintenance
		Electrical Services Equipment - LADWP Parking Lot, Communication Room and EV Charging Meters (3)	20-25 years
		Erosion Control and Water Quality (NPDES)	5 years given required maintenance
		Landscaping	5-10 years given continued maintenance
		Lighting and Branch Wiring - Lighting at station platform canopy	0 years
		Lighting and Branch Wiring - Electric Vehicle Charging Stations (All charger holders are damaged)	5-10 years
		Lighting and Branch Wiring - Fluorescent lighting at passenger ticket shelter	5-10 years
		Lighting and Branch Wiring - Pole-mounted single and dual head lighting fixtures in parking lot	5-10 years
		Lighting and Branch Wiring - Recessed lighting at ramp	10-15 years
		Lighting and Branch Wiring - Typical pole-mounted lighting fixtures along platform	3-5 years
		Pedestrian Areas	10-15 years given continued maintenance
		Perimeter Area	5-10 years given continued maintenance
		Roadway and Entrance	10-15 years given continued maintenance
		Utilities	20-30 Years given continued maintenance
	Sun Valley Metrolink Station	Amenities	10-20 years given Continued maintenance
		Drainage and Storm Water Systems	10-15 years given continued maintenance
		Electrical Service and Distribution - LADWP Entrance Facilities	20-25 years
		Landscaping	10-15 years
		Lighting and Branch Wiring - Ticket vending machine	5-10 years
		Lighting and Branch Wiring - Typical lighting fixtures mounted beneath roof at platform shelters.	5-10 years

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Facility Type	Facility	Subcomponent(s) That Have Not Exceeded Useful Life	Estimated Life Remaining
Passenger	Sun Valley Metrolink Station	Lighting and Branch Wiring - Typical pole-mounted dual head lighting fixtures and base at parking lot	10-15 years
		Pedestrian Areas	5 years
		Perimeter Area	3 Years
		Roadway and Entrance	5 years
		Utilities	30-40 years given continued maintenance
	Sylmar / San Fernando Metrolink Station	Amenities	10 years given continued maintenance
		Drainage and Storm Water Systems	30-40 years given continued maintenance
		Electrical Service and Distribution - LADWP Entrance facilities	10-15 years
		Landscaping	10-20 Years Given Continued Maintenance
		Lighting and Branch Wiring - Ticket vending machine under adequate condition.	5-10 years
		Lighting and Branch Wiring - Typical (of two) dual car charging station pedestals.	5-10 years
		Lighting and Branch Wiring - Typical lighting fixtures mounted beneath roof at platform overhangs.	5-10 years
		Lighting and Branch Wiring - Typical pole-mounted single and dual head lighting fixtures and base. In parking lot.	5-10 years
		Lighting and Branch Wiring - Typical pole-mounted single head lighting fixtures and base along platform pathways.	5-10 years
		Parking Areas	3 years with maintenance
		Pedestrian Areas	7 years with maintenance
		Perimeter Area	30-40 years given continued maintenance
		Roadway and Entrance	5 years with maintenance
		Utilities	30-40 years given continued maintenance
	Van Nuys Station	Amenities	30-40 years given continued maintenance
		Drainage and Storm Water Systems	30-40 years given continued maintenance
		Electrical Service and Distribution - LADWP Entrance Facilities	20-25 years
		Exterior Walls - CMU Screen at Passenger Waiting Area	20-25 years
		Landscaping	15-20 Years given continued maintenance

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Facility Type	Facility	Subcomponent(s) That Have Not Exceeded Useful Life	Estimated Life Remaining
Passenger	Van Nuys Station	Lighting and Branch Wiring - Fluorescent downlights and troffers at passenger waiting room	5-10 years
		Lighting and Branch Wiring - Fluorescent uplight at passenger waiting room	10-15 years
		Lighting and Branch Wiring - Lighting at station platform canopy	10-15 years
		Lighting and Branch Wiring - Lighting fixtures mounted beneath roof at ticket shelters	5-10 years
		Lighting and Branch Wiring - Passenger Phone/Laptop charging bench at waiting room	5-10 years
		Lighting and Branch Wiring - Pathway Lighting at Station Overhang	5-10 years
		Lighting and Branch Wiring - Bollards lighting at walkway and ramp	10-15 years
		Lighting and Branch Wiring - Car Charging Station	5-10 years
		Lighting and Branch Wiring - Lighting Panel and Controller	15-20 years
		Lighting and Branch Wiring - Pole-Mounted single and dual head lighting fixtures at walkway	10-15 years
		Lighting and Branch Wiring - Single and Dual head lighting fixtures at parking lots	5-10 years
		Lighting and Branch Wiring - Typical pole-mounted lighting fixtures along platform	10-15 years
		Lighting and Branch Wiring - Wall light at step ramp	10-15 years
		Lighting and Branch Wiring - Wall Mount Receptable Cover	10-15 years
		Parking Areas	Maintenance required in the next 5 years
		Pedestrian Areas	10-20 Years Given Continued Maintenance
		Perimeter Area	30-40 years given continued maintenance
		Roadway and Entrance	5-10 years with continued maintenance and rehabilitation and repair of the damaged pavement
		Roof - Bus Stop Canopy	Minimum 10 years with regular maintenance
		Roof - Waiting Area Canopy	Minimum 15 years with regular maintenance
		Utilities	30-40 years given continued maintenance
	Warner Center Transit Center	Amenities	5-10 years with continued maintenance
		Drainage and Storm Water Systems	20 years given continued maintenance
		Lighting and Branch Wiring - Emergency assistance box	5-10 years



National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

Facility Type	Facility	Subcomponent(s) That Have Not Exceeded Useful Life	Estimated Life Remaining
Passenger	Warner Center Transit Center	Lighting and Branch Wiring - Decorating lighting.	0-5 years
		Lighting and Branch Wiring - Pole-mounted paging speakers only located at Eastside Owensmouth, Central shelter	7-10 years
		Lighting and Branch Wiring - Pole-mounted security cameras only located at Eastside Owensmouth, Central shelter.	5-10 years
		Lighting and Branch Wiring - Recessed lighting passenger shelters, Eastside Owensmouth, Central	10-15 years
		Lighting and Branch Wiring - Recessed lighting passenger shelters, Westside Owensmouth	5-10 years
		Lighting and Branch Wiring - Ticket vending machine	5-10 years
		Lighting and Branch Wiring - Typical pole-mounted lighting fixtures along platform.	5-10 years
		Parking Areas	10-15 years
		Pedestrian Areas	10+ years with continued maintenance
		Perimeter Area	10+ years with continued maintenance
		Roadway and Entrance	5-10 years
		Utilities	20-30 Years Given Continued Maintenance

Source: STV 2022

1. INTRODUCTION

New federal requirements stemming from the Moving Ahead for Progress in the 21st Century (MAP-21) federal transportation bill culminated in a Final Rule issued on July 26, 2016 (Effective October 1, 2016) by the Federal Transit Administration (FTA) addressing Transit Asset Management (TAM).¹ The Final Rule amends Chapter VI of Title 49, Code of Federal Regulations (CFR) to add part 625 addressing TAM and amends 49 CFR part 630 which contains regulations for FTA's National Transit Database.

The Los Angeles Department of Transportation (LADOT) engaged STV Incorporated (STV) to assist in developing the appropriate information, methodologies and processes for TAM and reporting to the National Transit Database (NTD) as outlined in the Final Rule with particular emphasis on the following components:

- Transit Asset Management plan requirements
- Standards for measuring the condition of capital assets
- Performance measures for capital assets
- Performance targets for capital assets
- Annual reporting for Transit Asset Management
- Prioritization of State of Good Repair (SGR) improvements
- Transit Asset Management and SGR policy

1.1. STUDY PURPOSE

The purpose of this work is to advance steps by LADOT for developing an agency-wide asset management program that meets FTA requirements and helps ensure that LADOT's assets, including its facilities, are kept in a state of good repair. This report summarizes condition assessments of LADOT's facilities performed in 2022. The condition assessments meet FTA requirements and will help LADOT identify and program capital improvements.

¹ Federal Register, Volume 81 Number 143, Department of Transportation, Federal Transit Administration, 49 CFR Parts 625 and 630, National Transit Database; Transit Asset Management; Final Rule; Notices; National Transit Database: Capital Asset Reporting; Transit Asset Management: Proposed Guidebooks, July 26, 2016.

1.2. STUDY PROCESS

The study process involved multiple steps as illustrated in Figure 1.1. Prior to work at the passenger, parking and maintenance facilities, STV staff participated in safety training per LADOT requirements to ensure safety while working on site at each station, parking site and the three maintenance facilities.



Source: STV, 2022

1.2.1. Maintenance & Administrative Facilities

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

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1.2.2. Passenger Facilities

STV performed a condition assessment of each LADOT/Metrolink station and Warner Center Transit Center. The assessment was organized by platforms, canopies, stairways, lighting, and other major physical subcomponents. Trackwork at the stations was not included in the analysis. STV staff conducted a site visit at each station to perform a visual inspection and to assess the condition of major physical components. Parking facilities were also assessed; there is no passenger parking associated with Warner Center Transit Center. No systems tests were performed but visual inspections were conducted and feedback from maintenance staff was obtained. Assessments were conducted at the following stations:

- Chatsworth Station
- Northridge Metrolink Station

National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

- Sylmar/San Fernando Metrolink Station
- Sun Valley Metrolink Station
- Van Nuys Station
- Warner Center Transit Center

1.2.3. Parking Facilities

LADOT has two parking facilities. Visual inspections provided for site, land substructure. However maintenance staff were not present to turn on light pole fixtures, lighting was not inspected. Condition assessments were performed at:

- Chatsworth Park & Ride
- Encino Park & Ride

1.3. REPORT ORGANIZATION

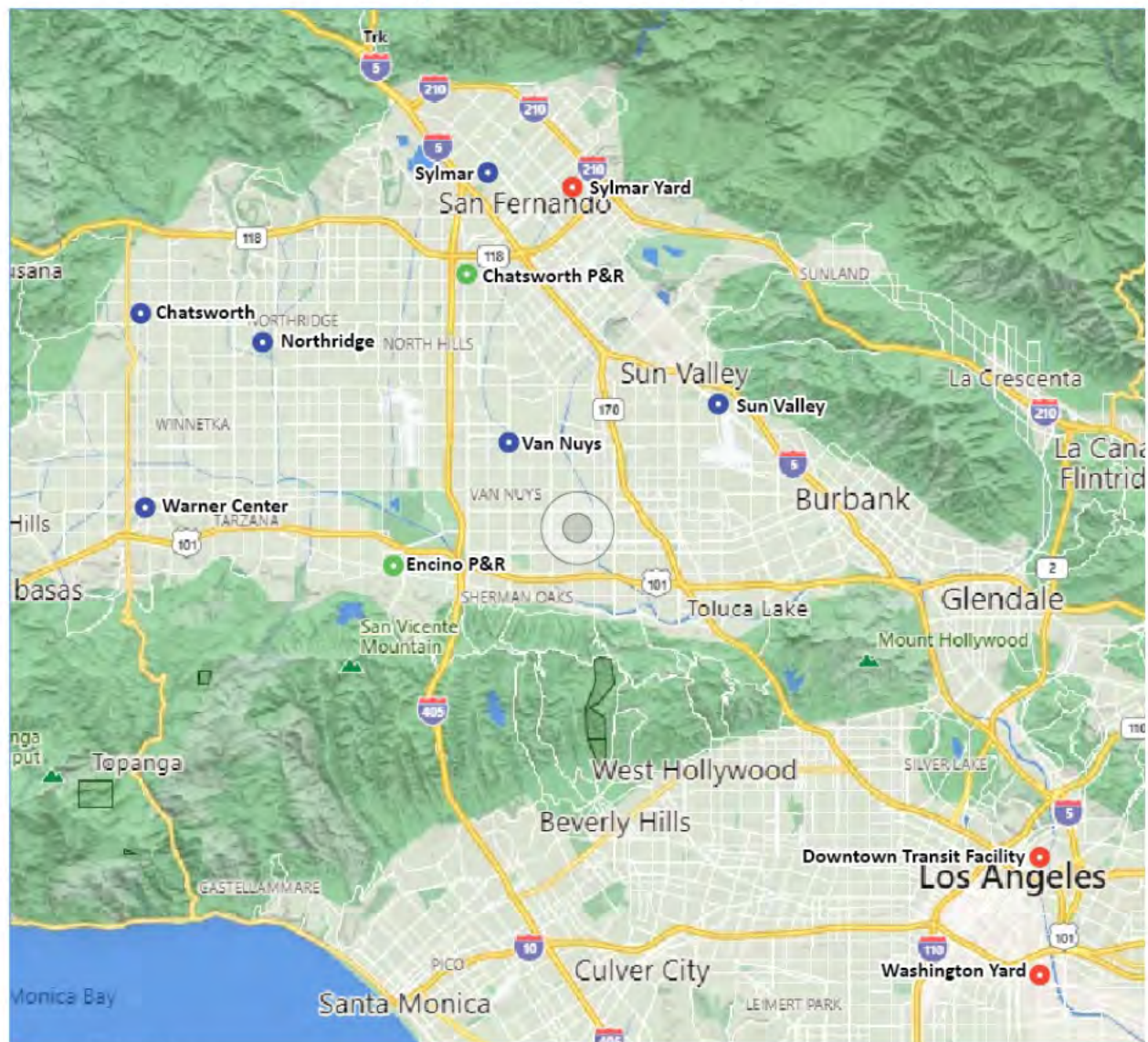
The report is organized as follows:

- Section 1 describes the study purpose, process and organization of the report.
- Section 2 provides a description of LADOT's existing maintenance, passenger, and passenger parking facilities.
- Section 3 provides an overview of the assessment methodology and details regarding the facility assessments.
- Section 4 summarizes the facility assessment findings and recommendations.

2. EXISTING FACILITIES

LADOT furnishes transit services throughout the Los Angeles region via its DASH, Commuter Express, and CityRide operations. LADOT owns three maintenance facilities at which a portion of these vehicles are serviced. LADOT also owns and maintains several rail stations served by LADOT buses, Metrolink (SCRRA), and Amtrak. Transit services are complimented by two LADOT owned park and ride lots and the Warner Center Transit Center. These properties are the subject of this report. Locations are indicated in Figure 2.1 below.

Figure 2.1 LADOT Facility Map



Source: STV, 2022

2.1. MAINTENANCE & ADMINISTRATIVE FACILITIES

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National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

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Source: STV, 2022

National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022



National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

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Source: STV, 2022

2.2. PASSENGER FACILITIES

The LADOT passenger facilities comprise the Warner Center Transit Center and the following rail stations variously served by Metrolink, Amtrak, and bus:

- Chatsworth Station
- Northridge Metrolink Station
- Sylmar/San Fernando Metrolink Station
- Sun Valley Metrolink Station
- Van Nuys Station
- Warner Center Transit Center

Because of unique geography, site conditions, roadway configuration and other factors, many stations have unique design features tailored to their individual site.

Chatsworth Station is located at 10040 Old Depot Plaza Road in Chatsworth. The site is approximately nine acres and has parking for approximately 668 passenger vehicles. The Chatsworth Station is a dual Metrolink and Amtrak Station with multi-modal facilities including bus center and retail center. The bus center is owned and maintained by LA Metro. The Station also has a Depot Building onsite that is partially maintained by LADOT. Spaces maintained by LADOT include a museum, museum café, Chatsworth Chamber of Commerce office and Neighborhood Council office and 3 tenant spaces. The Child Care/Preschool Facility is not maintained by LADOT, except for exteriors and landscape areas. The Bus Operator Restrooms are limited to cleaning services only by LADOT, no facility maintenance.

Figure 2.6 Chatsworth Station



Source: STV, 2022

Northridge Metrolink Station is located at 8775 Wilbur Avenue in Northridge. The site is approximately 4.4 acres and has parking for approximately 330 passenger vehicles for both bus and rail passengers. The facility is bus and rail served.

Figure 2.7 Northridge Metrolink Station



Source: STV, 2022

Sun Valley Metrolink Station is located at 8360 San Fernando Road in Sun Valley. The approximately 2.5-acre parking area is across San Fernando Road from the passenger platform and has parking for approximately 295 passenger vehicles. The facility provides parking for both bus and rail passengers. The rail passenger platform occupies approximately 0.7 acres. The facility is bus and rail served.

Figure 2.8 Sun Valley Metrolink Station



Source: STV, 2022

Sylmar/San Fernando Metrolink Station is located at 12219 Frank Modugno Drive in Sylmar. The site is approximately 5.4 acres and has parking for approximately 349 passenger vehicles. The facility provides parking for both bus and rail passengers. The facility is bus and rail served.

Figure 2.9 Sylmar/San Fernando Metrolink Station



Source: STV, 2022

National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

Van Nuys Station is located at 7720 Van Nuys Boulevard in Van Nuys. The site is approximately 8.4 acres and has parking for approximately 328 passenger vehicles. The facility provides parking for both bus and rail passengers. The facility is bus and rail served.

Figure 2.10 Van Nuys Station



Source: STV, 2022

Warner Center Transit Center is located at 6101 Owensmouth Avenue in Woodland Hills. It is served along both directions of Owensmouth Avenue by several bus companies. There is no passenger vehicle parking associated with the Transit Center.

Figure 2.11 Warner Center Transit Center



Source: STV, 2022

2.3. PARKING FACILITIES

LADOT has two passenger parking facilities:

- Chatsworth Park & Ride (Figure 2.12)
- Encino Park & Ride (Figure 2.13)

Chatsworth Park & Ride is located at 15550 Chatsworth Street in Mission Hills. This site is approximately 1.3 acres and has parking for 100 passenger vehicles. The facility is bus served only.

Figure 2.12 Chatsworth Park & Ride



Source: STV, 2022

Encino Park & Ride is located at 5100 Hayvenhurst Avenue in Encino. This site is approximately 1.4 acres and has parking for 158 passenger vehicles and has twelve LADOT sponsored bike lockers. The facility is bus served only.

Figure 2.13 Encino Park & Ride



Source: STV, 2022

3. FACILITY CONDITION ASSESSMENT

3.1. ASSESSMENT METHODOLOGY

Facility component classifications are based on the FTA Guidebook and American Society of Testing and Materials (ASTM) documents that provide standards for classification of building and related site components. These components and subcomponents have been customized in certain respects to address common features of LADOT's facilities. Table 3.1 provides a list of the components and subcomponents associated with the three types of facilities (Maintenance, Passenger, and Passenger Parking).

Table 3.1 Passenger and Maintenance Facility Subcomponents

Component	Category	Sub-Component
Conveyance	Conveyance Systems	Elevators
		Escalators
		Lifts (ADA)
		Exit Ladders / Hatches
Electrical	Communications & Security	Call Boxes/Telephones
		Communications Cabinet
		Public Address - Speakers
		Public Address - Variable Message Signs
		Security Cameras
	Electrical Service & Distribution	Conduits
		Disconnect Switches
		Electrical Panels
		Generators
		Wayside Power
	Lighting & Branch Wiring (Interior and Exterior)	Lighting - Building (Exterior)
		Lighting - Building (Interior)
		Lighting - Canopy
		Lighting - Emergency
		Lighting - Pole (Maintenance Yard)
		Lighting - Pole (Parking Lots)
		Lighting - Pole (Platforms)
		Lighting - Site
	Other Electrical System-Related Pieces	Emergency Exit Signs
Equipment	Equipment Related to the Function of the Facility	Compressed Air
		Vehicle Lifts
		Drip Pans
		Drop Tables
		Maintenance service equipment
		Vehicle service equipment
		Tire maintenance equipment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Component	Category	Sub-Component
Fare Collection Equipment	Fare Collection Systems	Ticket Machines
		Turnstiles
		Any other major equipment requiring capital request for replacement
Fire Protection	Fire Protection Systems	Fire Extinguishers & Cabinets
		Fire Hydrants
		Smoke Detectors
		Sprinklers
		Standpipes
HVAC	Heating, Ventilation and Air Conditioning (HVAC) Systems	HVAC Units
		Chimneys
		Ductwork
		Energy Supplies
		Registers
Interiors	Finishes	Casework
		Ceilings
		Epoxy Coating
		Floor Covering
		Lockers
		Millwork
		Paint
		Shelving
		Site Furnishings
		Tile (ceramic and porcelain)
		Window Treatments
	Partitions	Fittings (such as signage)
		Doors (Interior)
		Walls (Interior)
	Stairs	Handrail / Balusters (Interior)
		Landings
		Stairs (Interior)
Plumbing	Fixtures	Emergency Eye Wash Stations
		Showers
		Spigots - Indoor
		Spigots - Outdoor
		Water Fountains
	Sanitary Waste	Service Sinks
		Toilet Compartments
		Toilets / Lavatories
	Water Distribution	Piping
		Murdock Hydrants
		Water Heaters
Shell	Exterior	Aluminum Windscreens
		Bricks

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Component	Category	Sub-Component
	Exterior	Canopies
		Concrete Masonry Units
		Doors (Shell)
		Finishes (all paint and masonry)
		Doors (Garage)
		Grout
		Louvers
		Windows
	Roof	Chimney Surrounds
		Downspouts
		Eaves
		Gutters
		Roof Surfaces
		Skylights
	Shell Appurtenances	Balconies
		Elevated Walkways - Structural Steel
		Elevated Walkways - Concrete
		Elevated Walkways - Roof Surfaces
	Superstructure / Structural Frame	Fire Escapes
		Base Plates - Structural Steel
		Beams - Structural Steel
		Columns - Structural Steel
		Columns - Wood
		Concrete - Cast-in-Place (CIP) - Shell
		Concrete - Precast - Shell
		Joint Sealants
		Truss - Wood
		Vinyl Insulation Blanket
		Wall Panels - Metal
		Walls (Shell)
Site	Pedestrian Areas	Benches
		Bicycle Racks
		Recycling Bins
		Signage - Platform
		Signage - Station
		Tactile Surfaces
		Trash Receptacles
	Roadways / Driveways / Parking Lots	Asphalt
		Bollards
		Curbs
		Pavement Striping
		Signage - Other
		Signage - Parking
	Site Development	Access Tunnels
		At-Grade Crossings

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

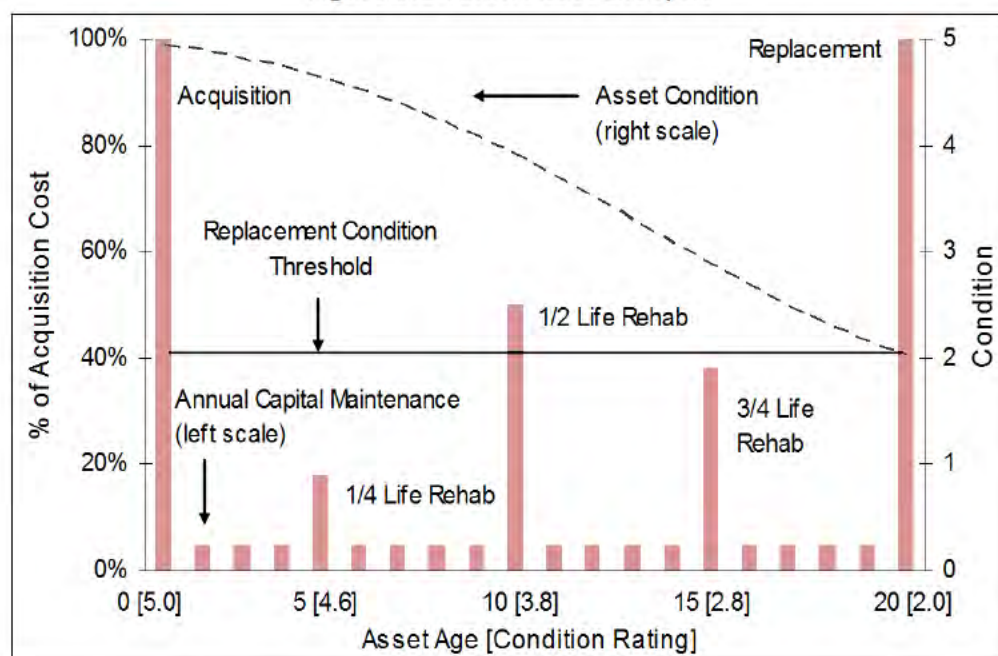
Component	Category	Sub-Component
		Bridge Decking
		Fences
		Gates
		Handrail / Balusters (Site)
		Passageways
		Pedestrian Bridge
		Platforms
		Ramps
		Retaining Walls
		Sidewalks
		Stairs (Site)
	Site Utilities	Culverts
		Drainage - General
		Grates
		Inlets
		Manholes
		Trench Drains
Substructure	Basement	Materials
		Slab
	Foundations	Columns - Concrete
		Concrete - Cast-in-Place (CIP)
		Concrete - Precast
		Footings
		Other Structural Components
		Pier Caps
		Pilings
		Walls (Substructure)

Source: STV, 2022

Forms and standard operating procedures (SOP) were developed for conducting condition assessments for the LADOT owned facilities to log assigned ratings and document observed conditions and comments based on the subcomponents identified in Table 3.1. LADOT's facilities condition assessment SOP is included as Appendix A.

STV assessed the condition of LADOT's stations and maintenance facilities, or "state of good repair" based on the numerically based condition rating scale used by FTA's Transit Economics Requirements Model (TERM). TERM estimates the condition of different asset classes by assessing the age of those assets against "decay curves", such as the one shown in Figure 3.1. Condition is expressed as a number from 5 to 1 on this scale, with 5 being excellent and 1 being poor. STV performed physical inspections and rated the *actual* condition of each facility subcomponent using the TERM rating scale. Following the FTA TERM rating descriptions, STV assigned a color scale to illustrate those ratings as shown in

Figure 3.1 TERM Asset Lifecycle



Source: FTA, 2010

Note that the curve represented in Figure 3.1 shows a decay curve for a generic asset. Decay curves can be developed for each individual asset based on industry and LADOT's own experience.

Following the FTA TERM rating descriptions, STV assigned condition ratings and used a color scale to illustrate those ratings as shown in Figure 3.2

Figure 3.2 TERM Condition Rating Scale

1-Poor	2-Marginal	3-Adequate	4-Good	5-Excellent

Rating	Condition	Description
5	Excellent	No visible defects, new or near new condition, may still be under warranty if applicable.
4	Good	Good condition, but no longer new, may have some slightly defective or deteriorated system(s), but is overall functional.
3	Adequate	Moderately deteriorated or defective system(s); but has not exceeded useful life.
2	Marginal	Defective or deteriorated system(s) in need of replacement; exceeded useful life.
1	Poor	Critically damaged system(s) or in need of immediate repair; well past useful life.

Source: FTA Facility Condition Assessment Guidebook

The following sections 3.2 – 3.4 are provided as an additional means for inspectors to call attention to conditions that may not be conveyed through the tables in Appendix A that indicate the rating and specific conditions. Components or sub-components which required no call to attention to specific conditions are noted as “No comment”. Components which did not exist at specific facilities are noted as such as “N/A”

3.2. MAINTENANCE & ADMINISTRATIVE FACILITIES

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Source: STV, 2022

National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022



Source: STV, 2022

National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

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National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

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National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

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National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

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National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

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National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

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National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

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2022 Facility Condition Assessments
Final Report – December 5, 2022

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National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

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National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

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National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

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2022 Facility Condition Assessments
Final Report – December 5, 2022

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National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

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National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

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National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

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 2022 Facility Condition Assessments
 Final Report – December 5, 2022

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 2022 Facility Condition Assessments
 Final Report – December 5, 2022

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2022 Facility Condition Assessments
Final Report – December 5, 2022

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3.3. PASSENGER FACILITIES

Passenger facility assessments were performed during September 2022 based on the subcomponent categories identified in Table 3.1. Ratings between 1 and 5 were assigned by STV staff based on the visual condition of the station subcomponent according to the TERM condition criteria described in Figure 3.2.

Facilities Inspected:

- Chatsworth Station
- Northridge Metrolink Station
- Sylmar/San Fernando Metrolink Station
- Sun Valley Metrolink Station
- Van Nuys Station
- Warner Center Transit Center

3.3.1. Conveyance

None of the facilities inspected have any form of vertical conveyance.

3.3.2. Electrical

Call Boxes/Telephones

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	N/A
Warner Center Transit Center	N/A

Communications Cabinet

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Public Address System – Speakers

Facility Name	Comments
Chatsworth Station	One speaker requires maintenance.
Northridge Metrolink Station	One speaker needs to adjust direction.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Public Address System – Variable Message Signs

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Security Cameras

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Conduits

Facility Name	Comments
Chatsworth Station	Several flex conduits on rooftop have deteriorated and require maintenance and inspection. One conduit fitting requires cover.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	One wall mount J-box missing cover, wires exposed. Under TVM canopy, missing maintenance box cover and energized conductor exposed, immediate service requires to avoid potential electric hazard.
Sun Valley Metrolink Station	No comment
Van Nuys Station	One wall mount receptacle cover malfunctional. Infrared beam sensor requires reinstallation.
Warner Center Transit Center	No comment

Disconnect Switches

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Electrical Panels

Facility Name	Comments
Chatsworth Station	Fire Alarm system inside building electrical room. It is marked as not in use. Not in use electric vehicle charging stations installed at north parking lot.
Northridge Metrolink Station	All EV charger plug retainer holders are damaged.
Sylmar/San Fernando Metrolink Station	Electrical utility pad-mounted pedestal meters. One of the meters cannot be read. Require cleaning or transparent cover replacing. One EV charger connector requires maintenance, energized element exposed.
Sun Valley Metrolink Station	No comment
Van Nuys Station	Car charging stations are not energized.
Warner Center Transit Center	No comment

Lighting Building – Exterior

Facility Name	Comments
Chatsworth Station	Building south patio is missing lighting lamp.
Northridge Metrolink Station	2 lighting fixtures need relamp.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	4 lighting fixtures need relamp.
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Lighting – Building (Interior)

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Lighting – Canopy

Facility Name	Comments
Chatsworth Station	Exposed wiring at base should be covered.
Northridge Metrolink Station	All lighting fixtures are broken including covers.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	5 lighting fixtures need relamp.
Warner Center Transit Center	No comment

Lighting – Emergency

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Lighting – Pole (Parking Lots)

Facility Name	Comments
Chatsworth Station	7 lighting fixtures need relamp. 3 poles are missing hand hole covers.
Northridge Metrolink Station	4 lighting fixtures need relamp. 1 pole is missing hand hole cover
Sylmar/San Fernando Metrolink Station	2 lighting fixtures require relamp. 3 hand holes on pole are missing cover.
Sun Valley Metrolink Station	One pole base cover was damaged, cracks can be found on foundation. Further assessment may require.
Van Nuys Station	2 lighting poles are missing hand hole covers.
Warner Center Transit Center	No comment

Lighting – Pole (Platforms)

Facility Name	Comments
Chatsworth Station	Several bases have deteriorated and require maintenance and inspection.
Northridge Metrolink Station	7 lighting fixtures need relamp. 2 Poles are missing hand hole covers.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	9 lighting fixtures need relamp.
Warner Center Transit Center	Several lighting fixture covers are not secured with fixture. Potential falling hazard requires maintenance immediately. 4 hand holes on pole are missing cover, wires exposed.

Lighting – Shelters (Platforms)

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	Equipment box below lighting fixture is missing a cover, energized wires are exposed.
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Emergency Exit Signs

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

3.3.3. Fare Collection Equipment

Ticket Vending Machines

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

3.3.4. Fire Protection

Fire Extinguishers & Cabinets

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Fire Hydrants

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Smoke Detectors

Facility Name	Comments
Chatsworth Station	N/A
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

Sprinklers

Facility Name	Comments
Chatsworth Station	Fire riser has significant corrosion at its base and appears weathered and rusty. However, no active leaks were observed, and system appears to be in working condition.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Standpipes

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

3.3.5. HVAC

HVAC Units

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Ducts

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Energy Supplies

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Registers

Facility Name	Comments
Chatsworth Station	N/A
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

3.3.6. Interiors

Casework

Facility Name	Comments
Chatsworth Station	Tenant Space 10044: Space is vacant and used for storing bike lockers. Space has a mold smell although mold is not visible. Walls and ceilings may require replacement after cleaning/maintenance.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Ceilings

Facility Name	Comments
Chatsworth Station	Chamber of Commerce offices 10038: Ceiling tiles with water damage in several offices and storage room. Tenant Space 10042A: Exposed structure and exposed insulation appear newly finished and in good condition. However, in one of the offices, two ceiling tiles are damaged and require replacement. Tenant Space 10044: Ceiling tiles damaged and water stained. Ceiling paint peeling due to moisture in the ceiling finish.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Floor Covering

Facility Name	Comments
Chatsworth Station	Tenant Space 10044: Carpet may need to be replaced due to water damage.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Wall Finishes

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Shelving

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Restroom Accessories

Facility Name	Comments
Chatsworth Station	Museum restrooms: mirrors are scratched and damaged. Bus Operator Restroom: the paper towel dispenser cover is missing.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Toilet Compartments

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Partitions

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Window Treatments (Blinds)

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Signage

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Door Hardware & Accessories

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Doors – Interior

Facility Name	Comments
Chatsworth Station	Museum Janitor: Door closer is damaged and held in place by tape. Immediate repair/replacement recommended. Door finish damaged but has not exceeded useful life.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Walls Interior

Facility Name	Comments
Chatsworth Station	Museum Café: Minor wall damage from use. Museum restrooms: Walls damaged outside the restrooms. Wall tiles inside restrooms in fair condition but do not exceed useful life. Museum Janitor Room: Walls are deteriorated but do not exceed useful life. Chamber of Commerce offices 10038: Walls visually in good condition. However, tenant reports of water leaking from interior partitions during rain. Wear of paint and minor scratches on wall in lobby area.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Hand & Guardrails (Interior)

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Stairs (Interior)

Facility Name	Comments
Chatsworth Station	N/A
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

Casework

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

3.3.7. Plumbing

Hose Bibs – Outdoor

Facility Name	Comments
Chatsworth Station	N/A
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

Drinking Fountains

Facility Name	Comments
Chatsworth Station	Drinking fountain does not meet the ADA requirement.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Service Sinks

Facility Name	Comments
Chatsworth Station	Wall on back and side of the mop sink is deteriorated.
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Lavatories Toilets & Urinals

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

Piping

Facility Name	Comments
Chatsworth Station	Roof drain requires regular cleaning. Roof receptor, 3 of 4 are clogged, requires immediate repair/cleaning. Main shut-off valve handle is missing.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Water Heaters

Facility Name	Comments
Chatsworth Station	Water heater on men's and women's restroom are not working. Water heater on janitors closet mop sink is missing.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

3.3.8. Shell

Canopies

Facility Name	Comments
Chatsworth Station	Cement plaster finished canopy walls are covered by bird droppings from birds nesting underside of canopy roof, damaging the signage, canopy framing and benches, and make it difficult for passengers to use benches.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Concrete Masonry Units

Facility Name	Comments
Chatsworth Station	N/A
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

Doors (Shell)

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	The door to the storage room is vandalized and door knob is missing. It is in need of immediate repair.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Finishes

Facility Name	Comments
Chatsworth Station	Building Exterior: Siding deteriorated inside the building. Immediate repair required to avoid further damage.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Grout

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

Louvers

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Windows

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

Downspouts

Facility Name	Comments
Chatsworth Station	Downspouts are missing from three platform canopies, one downspout is broken at one platform canopy. Immediate repair is needed.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	Downspouts are missing from canopy gutter at two locations. In need of repair.
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Eaves

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Gutters

Facility Name	Comments
Chatsworth Station	Chatsworth Station Depot: Gutter missing at part of roof.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Roofing

Facility Name	Comments
Chatsworth Station	Building roof: Areas of ponding observed. Immediate repair/maintenance required to clear drain outlets. Roof membrane cracked and loose. Maintenance staff informed they are in the process of engaging contractor for repair.
Northridge Metrolink Station	The asphalt roll roofing is aged and deteriorated but is still functional and shows no sign of leaking underneath.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Skylights

Facility Name	Comments
Chatsworth Station	N/A
Northridge Metrolink Station	N/A
Sylmar/San Fernando Metrolink Station	N/A
Sun Valley Metrolink Station	N/A
Van Nuys Station	N/A
Warner Center Transit Center	N/A

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Structural Frame

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Concrete – Cast-In-Place (Shell)

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	Some cracks developed at piers.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	Some concrete spalling, base disconnected from pier, minor cracks
Warner Center Transit Center	No comment

Concrete – Precast (Shell)

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Wall Panels – Metal

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Walls – Other

Facility Name	Comments
Chatsworth Station	The wood façade facing LA Metro side has many cracks.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	CMU wall has several chips and graffiti but in adequate shape in general.
Warner Center Transit Center	No comment

Joint Sealants

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

3.3.9. Site

Bicycle Racks

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	Bike lockers are in good shape but the locking device in 2 out of 7 lids are broken and unusable. They are in need of immediate repair.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	Metal bike lockers are deteriorated, one of the locks is defective. All lockers are currently not in use.
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Trash Receptacles

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Site Furnishings

Facility Name	Comments
Chatsworth Station	Museum restrooms: Mirrors are scratched and damaged. Bus Operator restroom: Paper towel dispenser cover missing.
Northridge Metrolink Station	Screen wall appears damaged near southernmost entry driveway.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Asphaltic Paving

Facility Name	Comments
Chatsworth Station	Asphalt showing distress and is cracked in several areas. Concrete curbs and valley gutter appeared to be in good condition.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	AC pavement for parking areas shows alligator cracking at numerous locations. Asphalt shows alligator cracking on AC pavement, more prevalent at parking at entrances. Concrete has mild cracking.
Sun Valley Metrolink Station	AC and concrete pavement both cracking throughout site. Pavement shows cracks throughout parking areas
Van Nuys Station	Numerous areas with cracking including alligator cracking. Heavy vehicle track marks were observed . Concrete curbs appear to be in good condition
Warner Center Transit Center	AC pavement shows some signs of cracking.

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Portland Cement Paving

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	Pedestrian ADA path to the station from the parking lot is delineated, but not as well to the right of way. ADA ramp from the public right-of-way to the station area does not have any intermediate landings even though total height appears to be in excess of 30 inches.
Warner Center Transit Center	No comment

Bollards

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Curb & Gutter

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Tactile Surfaces

Facility Name	Comments
Chatsworth Station	The pedestrian circulation in the vicinity of the accessible spaces is missing some tactile warnings when entering the vehicular use areas. Some of the ramps appear to exceed 12:1.
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Pavement Striping

Facility Name	Comments
Chatsworth Station	Stall and drive aisle striping is faded in most spots except for the EV and accessible parking spots which look like they were recently re-striped.
Northridge Metrolink Station	Pavement striping is almost non-existent at entry.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	Pedestrian ADA path to the station and the public right-of-way, from the parking field, is faded and nonexistent in some areas.
Warner Center Transit Center	No comment

Signage

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	There is signage at the corner of Wilbur Ave. and Parthenia St. but the entry into the park and ride is not well defined except for the "Do Not Enter" at the bus loop.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Fences

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	At the southwest corner, a hole in the fence has been cut to obtain illegal access to and from the storm drain channel area. At the first entry, a small masonry perimeter wall shows signs of a collision, and is need of repair.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Platforms

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	The station's mini-high platform is significantly worn and its wood surfaces are showing signs of distress. In some areas, the concrete wall surfaces appear rough and worn, likely due to age and weathering.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Benches

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	Benches are scratched and old.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Gates

Facility Name	Comments
Chatsworth Station	None
Northridge Metrolink Station	Grated inlets were observed to be completely clogged with debris, trash, and landscaping clippings, leaves and other landscape debris. Free flowing conditions were not evident, and overflow conditions bypassing the grates likely exists.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Hand & Guard Rails

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Ramps

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Retaining Walls

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Sidewalks

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Stairs – Site

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Culverts

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Drainage – General

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	There has been some ground cover loss that should be replaced. A small portion of ponding was observed in some of the concrete ribbon gutters, indicating a lack of proper drainage.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	Some tree planter drains appeared to be above the elevation of the sidewalk and may allow the water to overflow the planter in a larger rainfall event.
Warner Center Transit Center	No comment

Grates

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	Some tree well grate covers broken and can be a trip hazard.

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Inlets

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	Most inlets and clarifier were completely clogged. Valley gutters were in generally good condition but had accumulated some debris. Sidewalk drain outlets to the public right-of-way were partially clogged with debris.
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	Grate inlets have some debris blocking.
Van Nuys Station	No comment
Warner Center Transit Center	No comment

Manholes

Facility Name	Comments
Chatsworth Station	No comment
Northridge Metrolink Station	No comment
Sylmar/San Fernando Metrolink Station	No comment
Sun Valley Metrolink Station	No comment
Van Nuys Station	No comment
Warner Center Transit Center	No comment

3.3.10. Substructure

None of the passenger facilities inspected include substructure components.

3.4. PARKING FACILITIES

Passenger parking facility assessments were performed during September 2022 based on the subcomponent categories identified in Table 3.1. Ratings between 1 and 5 were assigned by STV staff based on the visual condition of the station subcomponent according to the TERM condition criteria described in Figure 3.2. Components or sub-components which required no call to attention to specific conditions noted as “No comment”. Components which did not exist at specific facilities are noted as such as “N/A”

Facilities Inspected:

- Chatsworth Park & Ride
- Encino Park & Ride

3.4.1. Conveyance

None of the facilities inspected have any form of vertical conveyance.

3.4.2. Electrical

Electrical Panels

Facility Name	Comments
Chatsworth Park & Ride	Pedestal meter missing three locks, including service entrance section, meter section and distribution section.
Encino Park & Ride	No comment

Lighting - Site

Facility Name	Comments
Chatsworth Park & Ride	Two lighting poles are missing hand hole cover. One lighting pole has unreadable nameplate. Lighting fixture status cannot be exam without access to lighting switch.
Encino Park & Ride	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Variable Message Signs

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	Display on South side bottom line has damaged pixels. Display on North side has all pixels on without displaying any information.

Irrigation Controller

Facility Name	Comments
Chatsworth Park & Ride	Missing irrigation controller, wire exposed, controller box is missing lock.
Encino Park & Ride	One irrigation control valve handhole located at east boundary is missing cover.

Electric Vehicle Charging Stations

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	EV charger panel with two 20A 2P circuit breakers inside, which requires immediate repair on missing lock and loose panel cover. One of charging stations on east boundary has loosened cover. Potential electrical hazard requiring immediate repair.

3.4.3. Equipment

The passenger parking facilities do not contain equipment components.

3.4.4. Fire Protection

Fire Hydrants

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

3.4.5. HVAC

There are no HVAC units at the passenger parking facilities.

National Transit Database and Asset Management Reporting
2022 Facility Condition Assessments
Final Report – December 5, 2022

3.4.6. Interiors

There are no interiors at the passenger parking facilities.

3.4.7. Plumbing

There is no plumbing at the passenger parking facilities.

3.4.8. Shell

There is no shell at the passenger parking facilities.

3.4.9. Site

Bicycle Racks

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Trash Receptacles

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Site Furnishings

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Asphaltic Paving

Facility Name	Comments
Chatsworth Park & Ride	Numerous areas with alligator cracking. Depressions in the asphalt noted Concrete curbs are showing signs of movement (widening joints).
Encino Park & Ride	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Portland Cement Paving

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Bollards

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Curb & Gutter

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Pavement Striping

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	Some of the striping within the pedestrian areas is faded and needs to be repainted.

Signage

Facility Name	Comments
Chatsworth Park & Ride	Site entry is not clearly marked.
Encino Park & Ride	No comment

Fences

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	A gap exists in the fencing at the northeast corner of the site, adjoining the storm drain channel area.

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Gates

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Hand & Guard Rails

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Ramps

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Retaining Walls

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Sidewalks

Facility Name	Comments
Chatsworth Park & Ride	The sidewalk near the stop is in poor condition.
Encino Park & Ride	No comment

Stairs – Site

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Culverts

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

National Transit Database and Asset Management Reporting
 2022 Facility Condition Assessments
 Final Report – December 5, 2022

Drainage – General

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Grates

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Inlets

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Manholes

Facility Name	Comments
Chatsworth Park & Ride	No comment
Encino Park & Ride	No comment

Utilities

Facility Name	Comments
Chatsworth Park & Ride	No access. Security guard on site noted that sometimes the parking lot lighting does not work.
Encino Park & Ride	No comment

3.4.10. Substructure

There is no substructure at the passenger parking facilities.

4. FINDINGS AND RECOMMENDATIONS

4.1. SUMMARY OF FINDINGS

The conditions assessment of LADOT's administrative, maintenance, passenger and passenger parking facilities yielded several findings as summarized in Table 4.1.

Table 4.1 Condition Assessment Findings

Maintenance Facilities		
Facility	TERM Rating	Needs/Observation
Downtown Transit Facility	5	Facility in excellent condition
Washington Yard	3	Facility in adequate condition
Sylmar Yard	2	Facility in marginal condition

Passenger Facilities		
Station	TERM Rating	Needs/Observation
Chatsworth Station	3	Facility in adequate condition
Northridge Metrolink Station	3	Facility in adequate condition
Sylmar/San Fernando Metrolink Station	4	Facility in good condition
Sun Valley Metrolink Station	2	Facility in marginal condition
Van Nuys Station	4	Facility in good condition
Warner Center Transit Center	4	Facility in good condition

Passenger Parking Facilities		
Facility	TERM Rating	Needs/Observation
Chatsworth Park & Ride	2	Facility in marginal condition
Encino Park & Ride	4	Facility in good condition

APPENDIX A-1: CONDITION ASSESSMENTS

APPENDIX A-2: TERM FORMS

APPENDIX A-3: REPLACEMENT PRIORITIZATION & FUNDING OPPORTUNITIES MEMO

APPENDIX A-4: FIELD VISIT PHOTOS

Exhibit 7 - SCRRA Metrolink RWP (Rail Worker Protection) Safety Manual



METROLINK®

RWP Safety Manual

FINAL

September 1, 2020



List of Contributors

Southern California Regional Rail Authority

Donald Filippi – Chief of Safety, Security & Compliance Officer

Darrell Fizer – Senior Manager of System Safety, Security, and Compliance

Troy Greenhagen – Operations Compliance Officer II

Vern Isgrig – Operations Compliance Officer

Cody Nelson – Operations Compliance Officer

Phillip LaBreche – Assistant Director, Signal Systems



Contact Information

Critical Contact Information

- **Emergencies** – Call 911
- **SCRRA Chief Dispatcher** – (909) 593-0661 or (888) 446-9715
- **Signal Emergencies and Grade Crossing Problems** – (888) 446-9721
- **SCRRA Sheriff's Dispatch Center** – (323) 563-5280
- **Signal and Communications Cable Location** – (909) 592-1346

Non-Emergency Numbers

- **SCRRA System Safety Department** – Don Filippi (213) 494-8143
- **Coordinator, Right-Of-Way** – Christos Sourmelis (909) 392-8463

Roadway Worker Protection Training

- **RailPros** – Christopher Nunez (909) 816-0852
- **Jacobs Engineering** – Trevor Williams (909) 660-0340
- **Mass Electric Construction Co** – Jim Moltz (213) 305-4863
- **Transdev Rail Inc.** – Saul Robles (909) 394-2307

RWIC Services

- **RailPros** – Darrin Pock (909) 706-5280
- **Jacobs Engineering** – Dale Stuart Jr. (213) 305-8424



SCRRA RWP Safety Manual

Revision Log

Submitted By: Don Filippi

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Table of Contents

1.0 Definitions.....	7
2.0 Right-of-Entry to SCRRRA Railroad Property	13
2.1 Review and Approval Process.....	13
2.2 Documentation and Identification	14
3.0 Flagging Protection	15
3.1 When Flagging is Required	15
3.2 Roadway Way in Charge (RWIC) / Flagman	17
3.3 On-Track Safety.....	17
3.4 RWIC Communications	19
3.5 Right to Question	20
4.0 Working on the SCRRRA's Railroad Right-of-Way	21
4.1 RWIC Instructions:	21
4.2 Job Safety Briefings.....	21
4.3 Personal Protective Equipment (PPE).....	25
4.4 Potential Hazards.....	26
4.5 Emergency Situations	27
5.0 SCRRRA's Railroad Right-of-Way Safety	28
5.1 Zero Tolerance Policy.....	28
5.2 Personal Safety Rule:	29
5.3 Right-of-Way Safety Rules:	29
6.0 Contractor's Industrial Safety Responsibilities	31
6.1 Vehicles, Machinery & Heavy Equipment.....	31
6.2 Electrical.....	32
6.3 Small Tools & Work Equipment	32
6.4 Housekeeping	33

Appendices

Verification Forms & Risk Analysis:

Appendix A: *SCRRRA's Safety Objectives Verification Form*

Appendix B: *Zero Tolerance Safety Rules Verification Form*

Appendix C: *SCRRRA Risk Analysis Form SS 01-24-2020*



SCRRA's Safety Objectives

There is No Greater Importance than Safety.

All Final Decisions Concerning the Railroad will be Solely Made by SCRRA

This manual governs all non-railroad contractor and personnel activities on or affecting Southern California Regional Rail Authority's railroad property and/or operating envelope. Non-railroad contractors and personnel are any person, party, company or individuals, defined as *Roadway Workers* in 49 CFR Part 214, whose activities are conducted within, may encroach upon, or impact the SCRRA railroad right-of-way and/or operating envelope. You must be knowledgeable of and follow the instructions in this manual at all times. If you are ever in doubt as to the meaning or application of a rule, ask your foreman, supervisor, or the SCRRA Roadway Worker in Charge for an explanation.

To ensure your safety and the safety of others, you must:

- Read and understand this *Roadway Worker Protection Training Manual*.
- Successfully complete the SCRRA Railroad Contractor Safety Training program and exam prior to beginning work.
- Have a copy of this manual available for easy reference when on SCRRA railroad property.
- Attend daily job and safety briefings at the start of each day, prior to beginning work, and when a change in the work plan, personnel or location occurs.
- Immediately inform a supervisor and/or the SCRRA Roadway Worker in Charge of any action not in compliance with these requirements.

SCRRA management will make unannounced observations and checks to ensure compliance with these safety regulations.

OBJECTIVES

Protect Safe Train Operations	Promote a Safe Workplace	Protect SCRRA's Railroad Property
Work in such a manner as not to interfere with or endanger normal train operations	Recognize potential hazards; Understand and follow Contractor Safety requirements; Prevent injuries	Prevent damage or risk to the SCRRA railroad right-of-way.



1.0 Definitions

Amtrak: Nationwide intercity rail passenger service operated by the National Rail Passenger Corporation. Amtrak's *Surfliner* trains operate over the River and Orange Subdivisions.

Ballast: Crushed rock supporting and restraining the track structure.

BNSF: *Burlington Northern Santa Fe*, the interstate freight train operator on the San Gabriel, Pasadena, Olive, River (West Bank), Perris Valley, Short Way, Redlands and Orange Subdivisions.

California Public Utilities Commission (CPUC): The state agency that administers and enforces both state and federal regulations of the railroad industry.

Centralized Traffic Control (CTC): A block system that uses block signal indications to authorize train movements.

Contractor: As used in this manual, refers to any party, personnel or authorized worker, other than a railroad employee, who is working on, or in a manner that could affect, railroad property.

Control Point (CP): The location of absolute signals controlled by a control operator.

Derail: A device to prevent unintended train movement. If an engine, car or on-track vehicle passes a derail, it will come off the track and stop.



Dispatch Operations Center (DOC): SCRRA train dispatching facility in Pomona, CA. Railroad traffic and maintenance activities on SCRRA's railroad are controlled and supervised by Train Dispatchers at this facility.

Exclusive Track Occupancy: a method of establishing working limits on controlled track in which movement authority of trains and other equipment is withheld by the train dispatcher or control operator, or restricted by flagmen, as prescribed in §214.321 of this part.



Federal Railroad Administration (FRA): FRA's Office of Railroad Safety promotes and regulates safety throughout the Nation's railroad industry. The office executes its regulatory and inspection responsibilities through a diverse staff of railroad safety experts. The staff includes 400 Federal safety inspectors who operate out of eight regional offices. Each regional administrator is supported by two deputy regional administrators, chief inspectors, supervisory specialists, grade crossing safety managers and safety inspectors for five of the safety disciplines focusing on compliance and enforcement in:

- Hazardous Materials
- Motive Power and Equipment
- Operating Practices
- Signal and Train Control
- Track

Other functions include:

- Railroad safety and customer training (including State safety inspectors)
- Accident and employee fatality investigations and reporting
- Partnerships between labor, management, and the agency that address systemic initiatives
- Development and implementation of safety rules and standards.

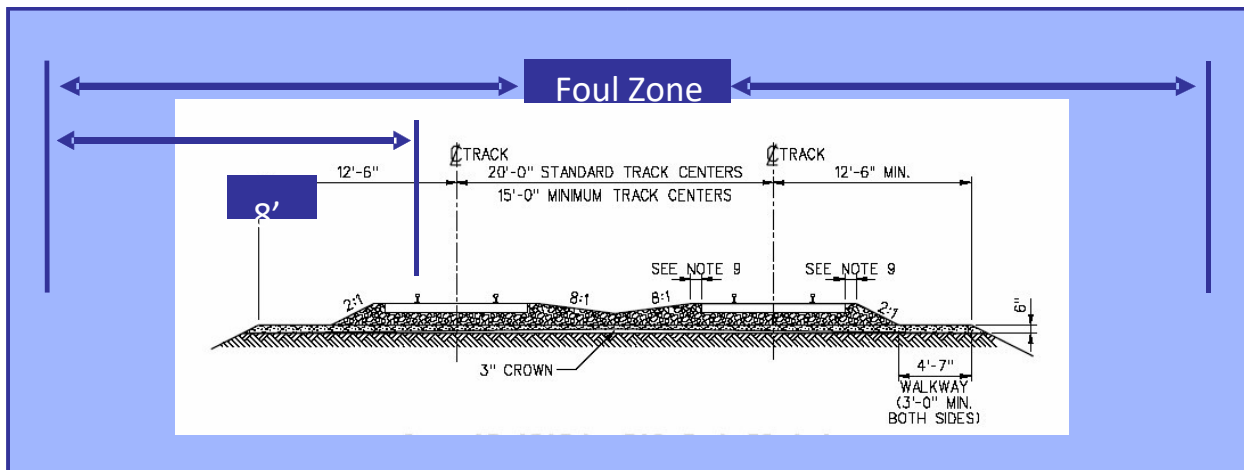
Flagman: an employee designated by the railroad to direct or restrict the movement of trains past a point on a track to provide on-track safety for roadway workers, while engaged solely in performing that function.

Flagging Protection: The protection, by an RWIC, of workers and/or work within or near the Foul Zone of the railroad right-of-way. See *Roadway Worker-In-Charge* and *On-Track Safety*.

Fouling a Track: the placement of an individual or an item of equipment in such proximity to a track that the individual or equipment could be struck by a moving train or on-track equipment, or in any case is within eight feet of the field side of the near running rail.

Foul time: is a method of establishing working limits on controlled track in which a roadway worker is notified by the train dispatcher or control operator that no trains will operate within a specific segment of controlled track until the roadway worker reports clear of the track, as prescribed in §214.323 of this part.

Foul Zone: The 8-foot zone on either side of any track on SCRRRA's railroad. This defines the minimum portion of the railroad right-of-way where a person is considered to be fouling the track.



General Code of Operating Rules (GCOR): is a set of operating rules for railroads in the United States. The GCOR is used by Class I railroads west of Chicago, most of the Class II railroads, and many Short-line railroads.

Hardhat Decal: A decal indicating successful completion of the required SCRRA RWP Safety Training. The non-transferable decal is to be placed on the right-hand side of each individual's hardhat, so it is visible when working on SCRRA's railroad.

Inaccessible track: a method of establishing working limits on non-controlled track by physically preventing entry and movement of trains and equipment.

Jobsite: Also referred to as "worksite". Any location on SCRRA's railroad property where Contractor employees perform work; store or use materials and/or equipment; or make access to railroad property during a project.

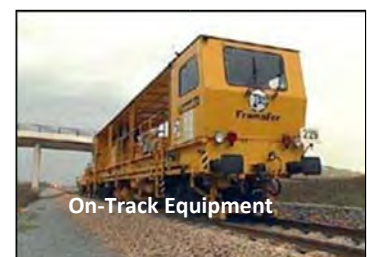
Main Track (Mainline): A track extending through yards and between stations that must not be occupied without authority or protection.

Metrolink: Commuter rail service operated by the Southern California Regional Railroad Authority (SCRRA) in Los Angeles. Metrolink trains operate over SCRRA's railroad connecting Oceanside with Orange, Los Angeles, Riverside, and San Bernardino Counties.

NCTD: North County Transit District, owner of the railroad which extends from the Orange/San Diego County line to one block south of Broadway St. in downtown San Diego and between Oceanside and Escondido.

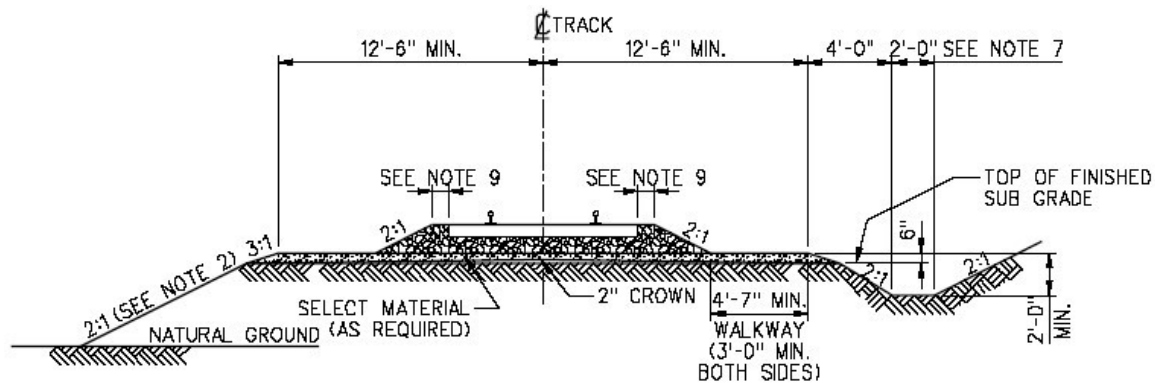
On-Track Equipment: Maintenance-of-way machines other than trains or engines, such as track cars, hi-rail vehicles, tampers, ballast regulators, etc. which are operated on the track.

On-Track Safety (OTS): a state of freedom from the danger of being struck by a moving railroad train or other railroad equipment, provided by operating and safety rules that govern track occupancy by personnel, trains and on-track equipment.



Right-of-Entry Permit (ROE): A permit issued by SCRRA approving an outside party project that is on, crosses, or impacts SCRRA's property. A ROE permit *plus* prearranged Flagging Protection are required before an outside party may legally access SCRRA's railroad property. Railroads have regulatory obligations to protect their traffic and infrastructure and control access to the right-of-way for work, construction, and other projects. The SCRRA Engineering / Standards and Design Department administers SCRRA's Railroad Right-of-Entry permitting process.

Right-of-Way (ROW): The property upon which the railroad track sits, on which the railroad has federally-protected *right-of-way* over any other possible public or private use. SCRRA's railroad right-of-way in any particular area may be narrow, extending only 50-feet on either side of the track, or it may be over 200-feet wide. Consult your job's RWIC to determine the limits of SCRRA's railroad ROW.



ROADBED SECTIONS AT FILLS

Risk Analysis: The process of identifying potential issues that could negatively impact the Roadway Worker or an entire Working Group and is a process that is completed upon entering the railroad right-of-way and prior to fouling any track to avoid or mitigate risks.

Roadbed: A graded area beneath and on either side of the track structure that provides support of and drainage for the track.

Roadway Worker: any employee of a railroad, or of a contractor to a railroad, whose duties include inspection, construction, maintenance or repair of railroad track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track or with the potential of fouling a track, and flagmen and watchmen/lookouts as defined in this section.

Roadway Worker in Charge: a roadway worker who is qualified under §214.353 to establish on-track safety for roadway work groups, and lone workers qualified under §214.347 to establish on-track safety for themselves.



Roadway Worker Protection: Rules for the protection of railroad employees working on or near railroad tracks. This regulation requires that each railroad devise and adopt a program of on-track safety to provide employees working along the railroad with protection from the hazards of being struck by a train or other on-track equipment. Elements of this on-track safety program include an on-track safety manual; a clear delineation of employers' responsibilities for providing on track safety, as well as employees' rights and responsibilities related thereto; well defined procedures for communication and protection; and annual on-track safety training. The program adopted by each railroad would be subject to review and approval by FRA.

RWP Safety Training: A safety training program for non-railroad employees and personnel covering *On-Track Safety*, safety rules, procedures and regulations. All Contractor employees must complete this program before entering SCRRA's railroad property.

Switch: A device consisting of two movable rails, necessary connections, and operating parts designed to turn a locomotive or car from the track on which it is running to another track. Also called a *Turnout*.

Track Warrant Control: A method to authorize train movements or protect men or machines on a main track within specified limits in a territory designated by the timetable.

Train coordination: a method of establishing working limits on track upon which a train holds exclusive authority to move whereby the crew of that train yields that authority to a roadway worker.

Train Dispatcher: The Dispatcher controlling train traffic and track access activities on SCRRA's railroad at any given time. The train dispatcher works from the DOC and controls all SCRRA owned subdivision. The railroad equivalent to an Air Traffic Controller.

Turnout: See *Switch*.

Union Pacific Railroad (UPRR): the interstate freight train operator on the Rialto Industrial Lead, San Gabriel, River, Valley, Orange, Montalvo, and Ventura Subdivisions.



Watchman/Lookout: an employee who has been trained and qualified to provide warning to roadway workers of approaching trains or on-track equipment. Watchmen/lookouts shall be properly equipped to provide visual and auditory warning such as whistle, air horn, white disk, red flag, lantern, fuse. A watchman/lookout's sole duty is to look out for approaching trains/on-track equipment and provide at least twenty seconds advanced warning to employees before arrival of trains/on-track equipment. Watchman/Lookouts on SCRR property will be trained annually.

Working Limits: a segment of track with definite boundaries established in accordance with this part upon which trains and engines may move only as authorized by the roadway worker having control over that defined segment of track. Working limits may be established through "exclusive track occupancy," "inaccessible track," "foul time" or "train coordination" as defined herein.



2.0 Right-of-Entry to SCRRA Railroad Property

Southern California Regional Rail Authority (SCRRA) owns, maintains, and improves their railway. In addition, SCRRA operates the commuter rail service that is comprised of rail properties owned by the Los Angeles County Metropolitan Transportation Authority (Metro), the Orange County Transportation Authority, the Riverside County Transportation Commission, San Bernardino Associated Governments and the Ventura County Transportation Commission. Other operators on the line include Amtrak, Union Pacific Railroad and the BNSF Railway.

SCRRA's railroad is part of the U.S. General Railroad System of Transportation as defined by the Interstate Commerce Act. SCRRA has legal and regulatory obligations and authority to protect the railroad from disruption or damage. Therefore, SCRRA controls access to their railroad property and exercises some authority over projects on adjacent land that could affect the railroad.

Prior to entering upon SCRRA's railroad property, outside parties must obtain a "Right-of-Entry" permit from the SCRRA Engineering / Standard and Design Department. This Department will coordinate with the contractor to have all necessary documents, plans and agreements submitted, reviewed, approved, and executed. Entering SCRRA's railroad property without a Right-of-Entry permit is trespassing. Failure to obtain proper approvals for work on or adjacent to SCRRA's railroad property can result in the stoppage of work and the removal of all unauthorized personnel from the property.

2.1 Review and Approval Process

SCRRA reviews applications for Right-of-Way Encroachment and SCRRA Form No. 6 Temporary Right-Of-Entry Agreement to ensure compliance with structural, technical and safety requirements which include, but are not limited to:

- Location of work;
- Horizontal and vertical clearances;
- Shoring, jacking and false work;
- Maintainability;
- Drainage impacts;
- Property access impacts;
- Compatibility with current and future right-of-way use plans;
- Any issue determined to impact railroad safety or operations;



Once a Right-of-Entry permit has been issued, The Contractor and their subcontractors shall be required to attend a SCRRA Basic Right-of-Way Safety Training Class prior to receiving permission to enter the Right-of-Way. Upon completion of safety training and prior to start of work activities, the Contractor shall notify SCRRA's consultant/contractor, to schedule RWIC Flagging Services. SCRRA has two contractors who provide SCRRA Basic Right-of-Way Safety Training and RWIC Flagging Services, based on Subdivision. To schedule Safety Training and RWIC Flagging follow instructions outlined METROLINK Temporary Right-Of-Entry Agreement SCRRA Form No. 6 Section 10. Requests for safety training need to be submitted at least 72 hours in advance of training date. RWIC Flagging scheduling requests must be submitted a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way.

2.2 Documentation and Identification

When on railroad property, a copy of the Right-of-Entry permit for the project must be available for inspection. In addition, when entering railroad property, you must:

- Be current with the required SCRRA RWP Safety Training.
- Display a current SCRRA RWP Safety Trained decal on your hard hat.
- Carry a valid photo ID (driver's license, employer issued ID card, etc.)

Failure to have an approved Right-of-Entry Permit, RWP photo ID and/or a current SCRRA Roadway Worker Trained hardhat decal is grounds for removal from the property.

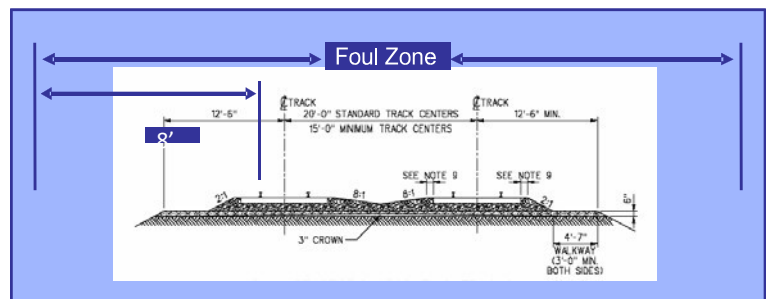
3.0 Flagging Protection

SCRRA's railroad is in one of the busiest railroad corridors in the country. On average, about 181 trains each weekday traverses the system, most of which are fast-moving passenger trains. On-time performance of these trains is critical to the performance of the entire system, which is 536 miles long with Metrolink responsible for the maintenance and dispatch of 412 miles. The balance of the mileage is Host Railroad track comprised of 58.0 miles over the BNSF Railway San Bernardino Subdivision, 107.3 miles over the Union Pacific Railroad (UPRR) on the Los Angeles and Santa Barbara Subdivisions, and 17.2 miles over the North County Transit District (NCTD) San Diego Subdivision. Delays or interruptions to traffic here can have significant impacts on passenger and freight trains hundreds of miles away from here. For this reason, regardless of the nature of the work involved, it usually must be conducted "under traffic", without halting or delaying trains. Federal regulations define how to protect trains and workers. To accomplish this safely, work is conducted under "Flagging Protection" and the supervision of a railroad Flagman.

All parties must obtain a right-of-entry permit before entering the right-of-way. Those with an approved right-of-entry permit are required to notify SCRRA's consultant/contractor a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any safety RWIC services SCRRA deems necessary. All Contractor personnel must receive the required SCRRA RWP safety training. Only after a permit is issued, all workers are safety-trained, and a qualified railroad RWIC is present may work begin.

3.1 When Flagging is Required

Flagging protection is required any time personnel work in the railroad right-of-way, or work on non-railroad property near or adjacent to the Foul Zone or right-of-way with the



potential to impact railroad operations or infrastructure. SCRRA or its designee has sole discretion to determine the need for flagging protection in special circumstances. A Flagman is a qualified railroad employee certified on the GCOR, trained in the legal, regulatory, and procedural requirements of the job duties, and designated to provide the necessary protection. The SCRRA Railroad Roadway Worker in Charge assigned to the job is a Flagman. Some jobs may require additional Flagmen; however, only one Flagman may act as the RWIC.

Some examples of typical situations requiring flagging protection are:



- A utilities crew installing pipe, cable, electrical lines or other infrastructure that crosses over or underneath the railroad tracks.
- A cable TV or phone crew stringing cable on poles adjacent to the tracks.
- A construction crane or excavator being used adjacent to railroad property, but with a boom that could potentially swing into the Foul Zone of the active tracks.
- A landscape crew trimming trees and brush along a street or park directly adjacent to and within 25-feet of the tracks.
- A building Contractor excavating property adjacent to the railroad tracks that could cause settlement or ground movement affecting the railroad right-of-way.
- A meeting or field review occurring within or near the Foul Zone, such as engineers planning construction work or inspecting facilities.
- A county survey crew marking property lines adjacent to the right-of-way.
- A construction crew building or replacing railroad infrastructure under contract to SCRRA (Roadway Workers).
- A street maintenance crew repainting striping or repairing potholes at a public grade crossing.
- Caltrans working on a freeway overpass where it crosses the railroad tracks.
- A large-scale public event, such as a marathon foot race or street fair, that brings large numbers of people into close proximity to the railroad right-of-way. Public events must confirm with SCRRA if a Right-of-Entry and Flagging protection is required.



In general, any time work equipment is operated, or when any type of construction, jacking, boring, landscaping, clearing, grubbing or demolition activity occurs in close proximity to the railroad, or has the potential to endanger the safe operation of the railroad, regardless of elevation above or below track, flagging protection is required.

3.2 Roadway Way in Charge (RWIC) / Flagman

An SCRRRA Railroad Flagman will be assigned as the FRA-required Roadway Worker in Charge (RWIC) for your job. The RWIC establishes OnTrack Safety to protect jobsite workers from being struck

by a train or on-track equipment. Some jobs may have one or more additional Flagmen assigned to the project, working under the RWIC's supervision. However, only one Flagman is designated the RWIC. The RWIC is the primary on-site SCRRRA representative and authority. The

RWIC oversees the general safety of the project and interfaces with the Contractor's jobsite foreman or manager.

SCRRRA Railroad RWIC's are specially trained and qualified under FRA

regulations and maintain the certifications required to perform the required duties. They will provide selected safety training, daily job and safety briefings and protection to assure both the safety of the Contractor's work environment and the safe passage of trains. The RWIC has absolute authority to temporarily halt work and to remove Contractor employees from the right-of-way in order to assure safety. In all cases Contractor employees must comply immediately with the instructions of the RWIC.



3.3 On-Track Safety

On-Track Safety (OTS) is a condition where workers authorized to be on or near the track, under the protection of a railroad Flagman/RWIC, are protected from trains or on-track equipment by one of the following procedures:

a) Exclusive Track Occupancy: The Flagman/RWIC, in coordination with the Train Dispatcher, assumes control over a section of the railroad and prevents any other train or equipment from entering into it without his or her permission. This section of the railroad, established between Mileposts or Control Points, becomes the "Working Limits" for a particular job and is temporarily "owned" by the RWIC. Exclusive Track Occupancy may be established by:



- **Form B Protection:** Working limits are established on the railroad in advance by an RWIC for a specified time frame. The Train Dispatcher then issues a “Form B” bulletin to all trains, which identifies the RWIC, the location and the time frame of the working limits. The RWIC may also mark each ends of the limits with red metal placards called “flags”, posted adjacent to the track. This red flag requires a train to stop until the RWIC grants it permission to proceed through the limits. When contacted by a train, the RWIC will clear all workers and equipment from Foul Zone and ensure that it is safe before permitting the train to proceed. If the RWIC does not grant the train permission to proceed, the train must stop and not enter the limits. This method is commonly used on SCRRRA’s railroad as it permits trains to pass through the work limits with little or no delay while giving workers as much working time as possible.

- **Track & Time:** This procedure is used only in CTC. When requested by an RWIC (and traffic permits), the Train Dispatcher temporarily blocks-off the desired section of railroad and places it under the control of the RWIC for a specific period of time. Until released by the RWIC, the Train Dispatcher is prevented from routing any trains into the Track & Time limits. Although obligated to release it by the expiration time, the Dispatcher cannot allow any trains into the limits until the RWIC has actually done so, even if the expiration time has passed. Track & Time is used infrequently to protect Contractors on the railroad as it does not allow much working time between each passing train and has the potential to delay trains.

- **Track Warrant:** (Used only in Dark Territory) A track warrant is a written authority granted by the Train Dispatcher to a train or to an RWIC to occupy a section of track. Without a track warrant, no train or work group is allowed to occupy the track. Once issued, another track warrant covering or overlapping the same territory cannot be issued without the permission of the train or RWIC holding the first track warrant. This prevents a train from entering working limits established by an RWIC without that RWIC’s permission. The RWIC will not permit a train into the limits until all workers and equipment are safely clear of the Foul Zone.

b) Watchman/Lookout: This procedure is used in select circumstances where Contractor workers may be working near, but not fouling, a track, or on a project that is on adjacent property and has the potential to affect the railroad. In this case, the Flagman does not establish working limits. Instead, he or she monitors the locations of approaching trains and alerts workers when a train approaches. Trains are not required to stop or to contact the Flagman as they approach; however, the Flagman has the ability to contact and stop trains in an emergency. The sole purpose of the Flagman is to provide safety. Do not ask the Flagman to perform any other task.

c) Inaccessible Track: Used in yards and other auxiliary tracks where traffic is not controlled by the Train Dispatcher. The RWIC renders a section of track inaccessible by lining and locking switches, with an exclusive padlock, away from the work area, or by placing derails on the track, or by removing a section of rail from the track approaching the work location. Red flags are usually placed on the track to alert train crews that the track is inaccessible. This physically prevents a train or on-track equipment from entering the work area unless specifically allowed by the RWIC.

d) Track Out-of-Service: On tracks that have infrequent train traffic, the RWIC may elect to remove the track from service. The RWIC contacts the Train Dispatcher, who then “locks out” the section to be removed from service. This way, no railroad traffic can be permitted on the line, allowing workers to enter the right-of-way without further protection from trains. If on-track equipment is to be used, however, an RWIC/Flagman may still be required to protect workers.

3.4 RWIC Communications

During the job safety briefing given before starting work, the RWIC will explain the type of OTS being provided and what you are required to do to get clear of the tracks when instructed. The RWIC will identify a safe location or distance to go when he or she instructs workers to clear the track.

- a) Air Horn or Whistle:** The RWIC and/or assisting Flagmen will use a handheld air horn or a loud whistle to give an audible signal to stop working and move to the safe location identified in the job safety briefing. If noise or other distractions may prevent you from hearing the audible warning, an additional warning method may be identified during the job safety briefing, such as a shoulder tap.

Air Horn



Whistle



When the signal is given, you must promptly stop all work activities and move to the designated safe area outside the Foul Zone and wait for the RWIC to authorize resumption of the work.

- b) White Disc:** In addition to the air horn, the RWIC/Flagman will have a white disc or paddle for giving visual signals to the work group. When held up vertically, this is a signal to stop working and move to the safe location identified by the RWIC in the job safety briefing. When held horizontally towards the track, this is a signal that it is safe to resume work.

Move to Safe Location



Resume Work



3.5 Right to Question

If you feel the on-track safety being provided is inadequate you may, at any time in and in good faith (which means sincerely, without hostility or disrespect), request a clarification or reevaluation of the protection by the RWIC. If you or anyone else makes such a request, everyone must remain clear of all tracks until the question is resolved. The RWIC, Contractor Supervisor and the SCRRRA Railroad Supervisor must resolve the issue before work can begin.



4.0 Working on the SCRRRA's Railroad Right-of-Way

4.1 RWIC Instructions:

All instructions given by the RWIC must be followed carefully and promptly. The RWIC may, as conditions warrant, require more stringent safety procedures than are specified in this manual. If you are unclear or have concerns or questions about the instructions of the RWIC, immediately remove yourself from the Foul Zone until the instructions are clearly understood. In case of doubt or dispute, everyone affected must clear the Foul Zone until the Contractor's foreman or supervisor and the RWIC or his/her supervisor resolves any issues or concerns.

4.2 Job Safety Briefings

At the beginning of each workday, and anytime during the workday the work plan or job changes, a job safety briefing must be conducted or supervised by the RWIC prior to your entering the Foul Zone. You are required to attend and sign the job safety briefing form. Job safety briefing information includes, but is not limited to:

- Designation of the Roadway Worker in Charge (RWIC);
- Work Group designation
- Watchman/Lookout or Subgroup Coordinator designation
- Type of track protection
- Track limits of the protection
- Time limits of the protection
- Track(s) that may be fouled
- Adjacent track(s)
- How/where all Roadway Workers will clear for trains
- Method of notification (air horn, white disc, etc.) of approach of trains
- Identify area or areas for clearing track
- A designated assembly place in case of an emergency
- Designated work zones
- Procedure to arrange for On-Track Safety on other tracks, if necessary
- Specific job(s) to be done or equipment moves(s) to be made
- Responsibility of each employee

Additional instructions may include an unusual or a specific reminder due to a hazardous condition or unusual practice.

**New job safety briefings must be given when:**

- Working conditions or procedures change
- Other workers enter working limits
- Track protection is changed, extended or about to be released
- Change of locations
- Change of limits, clearing limits, and/or Changing projects

a) Risk Analysis Form - Responsibilities

Risk Analysis includes an assessment of the likelihood and severity of the consequences of the hazards, including existing mitigations, and prioritization of the hazards for tasks to be performed. Each employee/contractor will need to complete a Risk Analysis form prior to fouling the track. This form will be completed after the job briefing and will require everyone to complete their own form and discuss each section of the form with their working group. This procedure is a condition of employment and/or of the contract and will require individual accountability for compliance. Each Roadway Worker will be subject to corrective action if they fail to comply with this procedure which may include immediate removal from service until a Root Cause Review is complete. Each Roadway Worker shall:

- Personally complete as a Lone Worker, or participate in a job briefing, sign the Job Briefing form and then complete the job briefing section within the Personal Risk Analysis form to demonstrate a complete understanding of the on-track protection necessary/afforded in order to complete the work task(s) identified in a safe manner.
- Immediately upon completion of the Job Briefing, complete a Personal Risk Analysis to address the hazards and risks associated with the task that you will be performing on or about the railroad. The Personal Risk Analysis must be completed by each person within a work group or as a Lone Worker, on their own form and then each section of the form must be discussed with each person in that working group or between the Lone Worker and his/her Supervisor, or Train Dispatcher.
- Each Roadway Worker must have in their possession, a Personal Risk Assessment booklet as provided by SCRRRA, or a completed 8 1/2 X 11 form (format unmodified and as provided by SCRRRA). Each Roadway Worker must retain the Personal Risk Analysis Booklet or the form on their person throughout their work shift, must be able to refer to the information in these documents as required and must present a completed Personal Risk Analysis to anyone who requests it, for inspection.



- Each Roadway Worker must undertake and complete a Job Briefing and Personal Risk Analysis each time work is performed along the railroad right-of-way and for each Job Briefing participated in. Depending on the task(s) or work performed, it may be necessary to complete multiple Risk Analysis throughout a single work shift. A separate Risk Analysis must be completed when:
 - o The task changes
 - o Work limits change
 - o The type of on-track protection being used changes
 - o On-track protection work limits change
 - o The number of participants in the work group changes

b) Risk Analysis Form – Procedure

All work related to on-track movement or right of way activity will begin with a complete job briefing. This will include all applicable portions of the job briefing form to be completed accurately, a complete understanding by all parties of the work to be performed, the protection provided, and details of roles and responsibilities. The Job Briefing form must be completed as outlined in the Code of Federal Regulations (CFR) and the Maintenance of Way Operating Rules (MOWOR).

The Risk Analysis form will be a secondary means of communication between all parties in the work group to ensure that all elements of the work to be performed are understood. All employees/contractors will be required to follow this procedure as outlined. If an individual is working independently, such as a Lone Worker, the individual must complete the form and review the information with their Manager/Supervisor or Dispatcher prior to starting their work.

Risk Analysis Form Information Page

Fill out all aspect of the first information page and confirm with another Roadway Worker or Supervisor. Every item should have sufficient detail to identify potential risks and demonstrate an understanding of on-track protection.



Risk Analysis Form Rating Page

As you evaluate the total Risk Rating you will need to have a complete and thorough understanding of the work to be performed and what your role in that work will be. If you do not have a complete understanding of the work, stop and have a discussion with your RWIC and/or supervisor while occupying a place of safety, not in foul of any track.

Use the tables to evaluate and assign a Risk Rating to the task(s) you are going to perform. If the ratings differ among the various members of the work group, the group will discuss the risk associated with the task to be performed until all members of the work group can agree upon a Risk Rating within one point of each other. It is critical all Risk Ratings are within the one-point tolerance to ensure for a thorough understanding of the work and a safe working environment.

- Review the Risk Table and note the Severity Rating on the form.
- Review the Probability Table and note the probability of the risk happening if all proper procedures are not followed and the proper on-track protection is not used.
- Multiply the Severity Rating times (X) the Probability Rating and note this value on the Total Risk Rating line.
- Provide a brief description of how the Lone Worker or Work Group will mitigate the risk(s) in the risk mitigation box.
- Provide a brief description of the work or task to be performed.
- Indicate who you discussed the Risk Analysis with.
- Print and sign your name.
- Keep the 8 ½ X 11 risk form or Personal Risk Analysis Booklet in your Safety Vest pocket for quick access and presentation upon request.

c) Risk Analysis Form – Record Keeping

Each person who is responsible to complete the Personal Risk Analysis must use the Personal Risk Analysis form in an 8 ½ X 11 format or in the Personal Risk Analysis Booklet approved and provided by SCRRRA. Each 8 ½ X 11 form used must be turned in to their supervisor at the end of the work shift. Each Personal Risk Analysis Booklet must be maintained in tact until all the pages have been used. The Personal Risk Analysis Booklet may be discarded at the end of the work shift only after the entire book has been used up creating Risk Analyses.

Depending on which format is being used, both the 8 ½ X 11 and Booklet should be kept on your person while occupying a space on the railroad right-of-way and while performing work during any work shift. Keeping the Risk



Analysis form on your person allows for quick access for review or completion of additional Risk Analyses and can easily be made available if Supervision requests to view it.

All completed Personal Risk Analysis forms must be made available for review to any SCRRA Manager, compliance officer, or any other person as directed by the Agency.

d) Risk Analysis Form – Exceptions

Delivery drivers who stay inside of the delivery vehicle and whose movement on railroad property is closely monitored and controlled by the RWIC are exempted from this process.

FRA and CPUC Inspectors who perform routine joint inspections are exempted from this process.

Passenger and Freight train operating crews are exempt from this process.

4.3 Personal Protective Equipment (PPE)

The following protective equipment is required to work on SCRRA's railroad property. All equipment should be in "good shape". Your employer may require additional PPE based on the type of work to be performed:

- a) Plastic Hardhats** as specified by ANSI, CAL/OSHA and/or Fed/OSHA. No metallic hardhats.
- b) Eye Protection** meeting ANSI Z87.1 standards.
- c) ANZI Approved Reflective Safety Vest**
 - Must be orange in color with retro-reflective striping, SCRRA approved and meet ANSI Class II or III Reflective Standards.
- d) Safety Boots**
 - Safety Boots must meet the following criteria:
 - Leather or leather-like upper.
 - Sturdy non-leather sole that will resist puncture.
 - Defined heel.
 - Above ankle (minimum 6-inch height as measured from inside boot).
 - Minimum ASTM F2412-05, ASTM F2413-05—75-pound impact and compression class toe.
 - Lace-up.
 - Conform to ANSI Z41.1 requirements.



4.4 Potential Hazards

As previously stated, SCRRRA's railroad carries about 60 trains on a typical day. The trains are mostly passenger trains operating at high speeds. Trains approach relatively quietly. You should be on the lookout for trains on any track, at any time, and in either direction. In addition to the obvious hazards of passing trains, there are numerous other hazards on the right-of-way:



- Footing is poor around the track and on the ballast, ties and rails.
- Slopes are often irregular and steep.
- On-track vehicles and machines operate on the track in addition to the trains.
- In addition to trains, SCRRRA and others operate vehicles and other equipment along the right of-way.
- Vegetation may hinder visibility and footing or cause an allergic reaction.
- Drivers at public road crossings may be unaware of workers on the right-of-way.
- There are numerous utility lines and crossings, both above-ground and underground on the right-of-way. This includes electrical lines, high pressure gas lines, fiber optic cables, etc.
- Track components may be wet or slick.
- Switches have remotely-controlled moving parts and may move at any time.
- Other work processes, such as track or right of- way maintenance may occur nearby or at the work site.
- In addition to track and bridges, railroad infrastructure includes signal equipment that must not be damaged or impacted. Do not interfere with any signal equipment. Promptly report any accidental contact with signal components.





4.5 Emergency Situations

Immediately report any accident, injury or emergency to your foreman/supervisor AND the SCRR Railroad RWIC!

The RWIC is able to contact trains, the train dispatcher and emergency responders including fire, police and paramedics.

Immediately report to the RWIC any defects in tracks, bridges, signals, utilities or communication facilities or any unusual condition that may affect job safety and/or the safe operation of the Railroad.

If persons are injured, do everything reasonable to assist or provide for their care.

In case of personal injury, loss of life or damage to property, immediately secure any tools or equipment involved.



5.0 SCRRRA's Railroad Right-of-Way Safety

5.1 Zero Tolerance Policy

ANY of the following WILL RESULT IN YOUR REMOVAL FROM THE PROPERTY and could result in your job being shut down:

- **Right-of-Entry:** Failure to have a valid Right-of-Entry Permit for your project when on railroad property.
- **Foul Zone:** Entering into the Foul Zone without permission or instructions from an SCRRRA Railroad RWIC/Flagman assigned to your job.
- **Safety Training:** Failure to have a current RWP Safety Trained hardhat decal on your hardhat.
- **RWIC Instructions:** Failure to promptly comply with the instructions of the SCRRRA Railroad RWIC or Flagman.
- **PPE:** Failure to wear or use appropriate clothing and PPE as outlined in this Manual.
- **Machinery:** Operating any machine in close proximity to the Right-of-Way or Foul Zone unless the SCRRRA Railroad RWIC/Flagman has indicated that it is safe to do so.
- **Rail:** Stepping or standing on the top of a rail.
- **Intoxicants:** Consuming, being under the influence of or having in your possession any alcoholic beverage, intoxicant, controlled substance, drug or medication, other than a prescription medication that does not affect your alertness or judgment, when on railroad property.
- **Cell Phones:** Do not conduct cell phone calls within 25 feet from the field side of nearest running rail, signal house, or signal equipment. Do not allow a cell phone conversation to distract you from maintaining your own personal safety or the safety of others. While using a cell phone on railroad property you must remain stationary. Use of cell phones for jobsite related communication must be pre-approved by the RWIC.



5.2 Personal Safety Rule:

- **Personal Listening Devices:** The use or possession of personal listening devices, such as (radios, CD, MP3 and cassette tape players) or other devices that may impair your hearing while you are in or near the Foul Zone, is prohibited.
- **Horseplay:** Do not engage in horseplay, physical altercations, or practical jokes. Unless specifically required by your duties or an emergency situation, running or jumping is prohibited.
- **Weapons:** Firearms or other potentially deadly weapons, including knives with a blade in excess of three inches, are prohibited on railroad property.
- **Railroad Equipment:** Unless authorized and safety-briefed by the RWIC for a job-related purpose, keep off of locomotives, cars and other railroad equipment.

5.3 Right-of-Way Safety Rules:

- Keep clear of the Foul Zone of any track unless an SCRRRA Railroad RWIC has established On-Track Safety and allows the activity.
- Always look both ways before crossing tracks, regardless of the OTS being provided.
- Expect moving trains or equipment on any track, at any time in any direction. Engines may push or pull a train, and there could be an uncontrolled movement of equipment, either of which can approach very quietly.
- Do not interfere with the operation of any railroad equipment, such as wayside signals or grade crossing warning devices.
- Step over the rails when crossing the tracks. Never step on top of a rail. Never walk, stand, or sit on the rails.
- Stay away from track switches. The mechanism may be controlled remotely and can move unexpectedly with enough force to crush rock! Stay clear of any other railroad device with which you are not familiar.
- Never stand between the rails of an adjacent track or between tracks when a train is passing unless instructed by the RWIC.
- Give at least 50 feet of clearance from the end of any piece of standing equipment when crossing tracks occupied by engines, railroad cars, or on-track equipment. Keep an eye on the equipment in case it moves unexpectedly and stay within the operator's sight whenever possible.
- Never cross a track between standing equipment if there is less than 50 feet between the equipment.



- NEVER cross tracks by going underneath, over or through cars, engines or on-track equipment.
- Stop working while trains are passing if you are within 8 feet of the track. Always stand as far back as possible to prevent injury from flying debris or loose rigging.
- Stop all mechanized equipment while a train passes through your work area, unless specifically permitted by the RWIC to keep working. Secure or lower booms, backhoes, excavators, buckets, etc., clear of the tracks.
- Whenever possible, face the direction of the approaching train or on-track equipment;
- Move your vehicle at least 8-feet away from the track when a train approaches. If this is not possible, secure the vehicle, exit and stand a safe distance away from the tracks until the train passes. Never put yourself into a position where you cannot quickly and safely secure and exit your vehicle.



6.0 Contractor's Industrial Safety Responsibilities

The SCRRRA Railroad RWIC is responsible to provide On-Track Safety and oversee the general safety of the jobsite. While the RWIC may stop work if he/she observes OSHA workplace safety violations, the RWIC is not responsible to ensure that Contractor personnel comply with applicable OSHA or other regulatory safety requirements. The Contractor's foremen or supervisors are responsible for the safety of their crews and must guard their crews against workplace dangers and injuries. Although FRA regulations govern railroad workplace safety, non-railroad workers on railroad property are still subject to OSHA and FRA safety regulations pertaining to their work.

In addition, contractor personnel are responsible for complying with the following:

6.1 Vehicles, Machinery & Heavy Equipment

Always drive vehicles and operate machinery in a careful, cautious manner. Speed limit on the right-of-way is not more than 15 mph and may be lowered if conditions warrant. In addition, the following rules apply to vehicles and equipment operating on railroad property:

- Audible backup warning devices are required on all heavy equipment.
- Do not carry unauthorized persons on equipment. Foremen/supervisors must know that persons qualified to be on equipment are properly positioned before movement is made. Do not transport passengers in truck beds or on heavy equipment.
- Equipment Operators must know the locations of overhead and underground wires, utilities and other known hazards. Operators must have a clear understanding of how to protect utility lines and themselves before operating machinery.
- NEVER move equipment across the tracks except at established road crossings. Tracked or rubber-tired equipment requires the supervision of a Flagman any time railroad tracks are to be crossed.
- NEVER move tracked or rubber-tired equipment across railroad bridges.



6.2 Electrical

Electrical wires must be considered live at all times. Do not depend on the insulation of wires for your safety. In addition:

- Keep away from all overhead and underground wires.
- If necessary to run cords across the track, they must be placed underneath the base of rail. Ask the RWIC for instructions on doing this properly.
- Do not place any metal objects across rails.
- Do not excavate until:

Dig Alert has been contacted and site identification is complete;

SCRRA's Railroad Communication & Signals Department has identified and marked any buried signal wires and conduits.

All required SCRRA and OSHA shoring and bracing requirements are met.

6.3 Small Tools & Work Equipment

Small tools and other equipment on the jobsite must be controlled and secured to prevent any interference with operation of trains:

- Operate all tools and equipment in a safe manner, consistent with instructions and the intended use. Keep all connecting hoses and wires clear of the track.
- Do not leave hand tools on the track or in areas where they may interfere with train operations.
- Store and secure all materials and small tools when the work site is unattended.
- Properly restore all fencing and security equipment before leaving the job site.
- When equipment is left unattended:
 - Engine must be stopped, and ignition locked.
 - Parking or hand brake must be securely set.
 - Keys must be in possession of operator or authorized employee.
 - Wheels must be securely blocked on grades.
 - Equipment must be secured in a highly visible area or protected area.



6.4 Housekeeping

CPUC General Orders 118 and 26-D require that lateral and vertical clearances around a railroad track and a safe walkway parallel to both sides of the track be maintained. Material and equipment must not be stored closer than 25 feet from the closest rail. The RWIC may direct Contractor's employees to correct conditions not in compliance before allowing trains to pass or the end of the work day.



APPENDICES

Verification Forms & Risk Analysis:

Appendix A: SCRRRA's Safety Objectives Verification Form

Appendix B: Zero Tolerance Safety Rules Verification Form

Appendix C: SCRRRA Risk Analysis Form SS 01-24-2020



Appendix A:

SCRRA's Safety Objectives

There is No Greater Importance than Safety.

This manual governs all non-railroad contractor and personnel activities on or affecting Southern California Regional Rail Authority's property and/or operating envelope. Non-railroad contractors and personnel are any person, party, company, or individuals defined as *Roadway Workers* in 49 CFR Part 214, whose activities are conducted within, may encroach upon, or impact SCRRA's railroad right-of-way and/or operating envelope. You must be knowledgeable of and follow the instructions in this manual at all times. If you are ever in doubt as to the meaning or application of a rule, ask your foreman, supervisor, or the SCRRA Railroad Roadway Worker in Charge for an explanation.

To ensure your safety and the safety of others, you must:

- Read and understand this *Roadway Worker Protection (RWP) Training Manual*.
- Successfully complete the SCRRA RWP Safety Training program and exam prior to beginning work.
- Have a copy of this manual available for easy reference when on railroad property.
- Immediately inform a supervisor and/or the SCRRA Railroad Roadway Worker in Charge of any action not in compliance with these requirements.
- Attend daily job and safety briefings at the start of each day, prior to beginning work, and when a change in the work plan, personnel or location occurs.

SCRRA railroad management will make unannounced observations and checks to ensure compliance with these safety regulations.

OBJECTIVES

Protect Safe Train Operations	Promote a Safe Workplace	Protect SCRRA's Railroad Property
Work in such a manner as not to interfere with or endanger normal train operations	Recognize potential hazards; Understand and follow Contractor Safety requirements; Prevent injuries	Prevent damage or risk to the SCRRA railroad right-of-way and property



This page must be signed, dated, and on file with SCRRA before you will be permitted to start work on SCRRA's railroad property. I have received the SCRRA RWP Manual, received instruction in, and understand the requirements of the *SCRRA RWP Manual*:

Print Name

Company

Signature

Date

This page must be signed, dated and on file with SCRRA before you will be permitted to start work on railroad property.



Appendix B:

SCRRA Railroad Contractor Safety Zero Tolerance Safety Rules

ANY of the following MAY RESULT IN YOUR REMOVAL FROM THE PROPERTY and could result in your job being shut down:

- **Right-of-Entry:** Failure to have a valid Right-of-Entry Permit for your project when on SCRRA railroad property.
- **Foul Zone:** Entering into the Foul Zone without permission or instructions from an SCRRA Railroad RWIC/Flagman assigned to your job.
- **Safety Training:** Failure to have a current RWP Safety Trained hardhat decal on your hardhat.
- **RWIC Instructions:** Failure to promptly comply with the instructions of the SCRRA Railroad RWIC or Flagman.
- **PPE:** Failure to wear or use appropriate clothing and PPE as outlined in this Manual.
- **Machinery:** Operating any machine in close proximity to the Right-of-Way or Foul Zone unless the SCRRA Railroad RWIC/Flagman has indicated that it is safe to do so.
- **Rail:** Stepping or standing on the top of a rail.
- **Intoxicants:** Consuming, being under the influence of or having in your possession any alcoholic beverage, intoxicant, controlled substance, drug or medication, other than a prescription medication that does not affect your alertness or judgment, when on SCRRA's railroad property.
- **Cell Phones:** Do not conduct cell phone calls within 25 feet from the field side of nearest running rail, signal house, or signal equipment. Do not allow a cell phone conversation to distract you from maintaining your own personal safety or the safety of others. While using a cell phone on railroad property you must remain stationary. Use of cell phones for jobsite related communication must be preapproved by the RWIC.



I have read and understand the above Zero-Tolerance rules:

Print Name

Company

Signature

Project (if applicable)

Hardhat Decal Number (SCRRRA Purposes Only)

Date

This page must be signed, dated, and on file with SCRRRA before you will be permitted to start work on railroad property.



A follow-up job briefing will be required when:

Other workers enter your work group

Will On-Track Safety be changed, extended, or released?

Use the table below to rate the task you will be performing.

Determine the total Severity rating by multiplying the Severity rating by the Probability rating.

Severity rating = _____ Probability rating = _____ Total = _____

Value	Score	Description
Catastrophic	4	Operating conditions are such that human error, environment, design deficiencies, element, subsystem or component failure, or procedural deficiencies may commonly cause death or major system loss, thereby requiring immediate cessation of the unsafe activity or operation.
Critical	3	Operating conditions are such that human error, environment, design deficiencies, element, subsystem or component failure or procedural deficiencies may commonly cause severe injury or illness or major system damage thereby requiring immediate corrective action.
Marginal	2	Operating conditions may commonly cause minor injury or illness or minor systems damage such that human error, environment, design deficiencies, subsystem or component failure or procedural deficiencies can be counteracted or controlled without severe injury, illness or major system damage.
Negligible	1	Operating conditions are such that personnel error, environment, design deficiencies, subsystem or component failure or procedural deficiencies will result in no, or less than minor, illness, injury or system damage.

Value	Score	Description
Frequent	5	Likely to occur often in the life of an item.
Probable	4	Will occur several times in the life of an item.
Occasional	3	Likely to occur sometime in the life of an item.
Remote	2	Unlikely but possible to occur in the life of an item.
Improbable	1	So unlikely, it can be assumed occurrence may not be experienced.

0-3 Low	Severity				
4-6 Medium					
7-10 Serious					
10-20 High					
Probability	Catastrophic - 4	Critical - 3	Marginal - 2	Negligible - 1	
Frequent - 5	High 20	High 15	High 10	Medium 5	
Probable - 4	High 16	High 12	Serious 8	Medium 4	
Occasional - 3	High 12	Serious 9	Medium 6	Low 3	
Remote - 2	Serious 8	Medium 6	Medium 4	Low 2	
Improbable - 1	Medium 4	Low 3	Low 2	Low 1	

Who did you discuss this risk analysis with? Name - Agency

Employee Name: _____ Employee Signature: _____

Exhibit 8 - SCRRA Metrolink (ROW) Right-of-Way Encroachment Process

Southern California Regional Rail Authority

METROLINK

RIGHT OF WAY ENCROACHMENT PROCESS

Revision
May 27, 2022

Prepared by
SCRRA Track & Signal Infrastructure Maintenance

TABLE OF CONTENTS

1.0	GENERAL.....	3
1.1	OVERVIEW OF REQUIREMENTS	3
1.2	SYSTEM INFORMATION	4
1.3	CONTACT INFORMATION.....	5
1.4	USEFUL RESOURCES	5
2.0	DEFINITIONS.....	5
3.0	PROCESS OVERVIEW.....	6
3.1	PROCESS TIME	6
4.0	INITIAL APPLICATION SUBMITTAL	7
4.1	APPLICATION FOR RIGHT-OF-WAY ENCROACHMENT	7
4.3	PLANS AND DRAWINGS	8
4.4	SCHEDULE	8
4.5	EXISTING LICENSE AGREEMENT	8
4.6	APPLICATION PROCESSING FEE.....	8
4.7	ENGINEERING PLAN REVIEW OF APPLICATION SUBMITTAL.....	9
5.0	LICENSING AGREEMENT	9
6.0	CONSTRUCTION SUBMITTAL	10
5.1	RIGHT-OF-WAY ENCROACHMENT FORMS.....	10
5.2	INSURANCE CERTIFICATES	11
4.2	LETTER OF INTENT.....	11
5.3	SITE SPECIFIC WORK PLAN (SSWP)	12
5.4.1	Temporary Traffic Control Plans	12
5.4.2	Shoring Plans	12
5.4.3	Falsework Plans	12
5.5	DEPOSIT FOR RIGHT-OF-WAY ENCROACHMENT SUPPORT.....	12

5.6	CONSTRUCTION REVIEW	13
7.0	REQUIREMENTS PRIOR TO THE START OF WORK.....	14
7.1	SAFETY TRAINING.....	14
7.2	CABLE MARKING AND UTILITIES	14
8.0	REQUIREMENTS DURING WORK	15
8.1	FLAGGING SERVICES	15
9.0	REQUIREMENTS AFTER WORK IS COMPLETE.....	16

LIST OF TABLES

Table 1	Estimate of Process Time.....	6
Table 2	Initial Application Submittal Contents by Project Type	7
Table 3	SCRRA's Member Agency Contact Information.....	9
Table 4	Construction Submittal Contents by Project Type.....	10
Table 5	Requirement Prior to the Start of Work, by Project Type	14

LIST OF FIGURES

Figure 1	Metrolink Regional Rail System Map (2022).....	4
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SCRRA RIGHT-OF-WAY ENCROACHMENT PROCESS**1.0 GENERAL**

- A. All work activities within the Southern California Reginal Rail Authority (SCRRA) operating corridor and right-of-way, or work activities that affect the operation or safety of trains must be reviewed and approved by SCRRA. Typical work activities are categorized into the following project types:
- i. Permanent Facility: Installation of new pipelines (water, sewer, gas, oil, stormwater), wirelines (electrical, traffic, fiber optic cables), or billboards that will be permanent.
 - ii. Temporary Encroachment: Temporary installation of pipelines or wirelines, temporary encroachment for adjacent site development, street maintenance within the railroad right of way, temporary encroachment for vegetation removal or graffiti abatement.
 - iii. Survey and Filming: Site surveying with portable equipment, site observations, and filming with portable equipment.
 - iv. Operation & Maintenance: Operations, maintenance, or removal of installations where the project owner has an existing license agreement with an SCRRA Member Agency.
 - v. House Moving or movement of oversized loads across railroad tracks: Any movement of equipment or loads which exceed the width or weight limits of the road.

1.1 Overview of Requirements

- A. The Right-of-Way Encroachment Process must be followed for all activities described in Section 1.0 General.
- B. An executed Right-of-Way Encroachment agreement (i.e. Form 4, Form 5, Form 6) is required prior to the commencement of any activities within the right-of-way or affecting train operations. A license agreement may be required.
- C. The Applicant's on-site representative must have a copy of the executed Right-of-Way Encroachment available for inspection at all times when on the right-of-way.
- D. Each individual working on the right-of-way must successfully complete Railroad safety training.
- E. Railroad flagging and safety training services are only provided by SCRRA authorized contractors.
- F. SCRRA Cable Marking must be completed prior to the commencement of work and may be required to be refreshed throughout the project duration.

1.2 System Information

- A. SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to plan, design, construct, and then maintain and administer the operation of the regional passenger rail lines serving the counties of Los Angeles, Orange, Riverside, San Bernardino, and Ventura. SCRRA operates the Metrolink commuter rail service.
- B. SCRRA plans, designs, builds, operates, and maintains a commuter rail system in the five-county area on rail rights-of-way owned by the member agencies. Two major freight rail carriers, BNSF Railway Company (BNSF) and Union Pacific Railroad (UPRR), and the inter-city passenger carrier Amtrak, operate on SCRRA tracks through shared track agreements. SCRRA in turn operates on tracks owned by BNSF, UPRR, and North County Transit District (NCTD).
- C. Figure 1 shows the Metrolink System including stations and connecting rail transit lines. Digital maps are available on the Metrolink website.

Figure 1 Metrolink Regional Rail System Map (2022)

1.3 Contact Information

- A. All submittals must be sent electronically to:

Right-of-Way Encroachments Coordinator
rightofentry@scrra.net

- B. For additional information or to follow up on the status of an application contact:

Mr. Eric Reese, Right-of-Way Encroachments Coordinator
ReeseE@scrra.net
(909) 667-8108

- C. To mail a paper check or submit updated insurance certificates use the following mailing address:

*Southern California Regional Rail Authority
2700 Melbourne Ave Pomona, California 91767
Attn: Mr. Eric Reese, Right-of-Way Encroachments Coordinator*

- D. **In case of emergency or to report issues with the highway-rail at-grade crossing call the 24-hour SCRRRA Communications & Signal Emergency line at 1-888-446-9721.**

1.4 Useful Resources

- A. Metrolink Website includes information about SCRRRA, Facts Sheets & Numbers, Maps and train schedules.
- B. Engineering & Construction page includes the latest engineering standards, specifications, design manuals, and maintenance manuals. The Engineering & Construction page is found under the About menu from the Home page.
- C. Right-of-Way Encroachments page includes the latest contact information, Procedures and FAQ, Right of Way Encroachment Forms, Form 37, requirements for SSWP, and Train Traffic Density. The Right-of-Way Encroachments page is found through a link on the Engineering & Construction page or by searching Right-of-Way Encroachments from the Metrolink Website.

2.0 DEFINITIONS

- A. *Applicant* – The entity which submits the Application for Right of Way Encroachment for a project. The Applicant may be the Project Owner, a contractor or consultant to the Project Owner. The term Applicant includes any contractor completing work covered by the executed Right-of-Way Encroachment agreement.
- B. *Project Owner* – A government entity, public utility, private developer or other entity which owns or is responsible for the project.

- C. *Project Type* – Categories of activities defined in Section 1.0 General.
- D. *Railroad Safety Training* – Required safety training for each individual who will be working on the railroad right-of-way. This is also referred to as “RWP Safety Training”.

3.0 PROCESS OVERVIEW

- A. This section provides an overview of the process required for each project type listed in Section 1.0 General. Review this document in its entirety for detailed descriptions and requirements.
 - i. **Initial Application Submittal** package submitted to rightofentry@scrra.net. SCRRRA receives and reviews submittal package. Incomplete submittals or packages missing information will be returned to the applicant for correction. Once verified as complete, an SCRRRA Project Number is assigned. SCRRRA conducts engineering design review of the project. This step may require more than one resubmittal to address plan review comments.
 - ii. **License Agreement** is necessary for permanent facilities. SCRRRA submits the project to its Member Agency for a License Agreement. The Member Agency will review and execute a license agreement with the project owner.
 - iii. **Construction Submittal** package submitted to rightofentry@scrra.net. SCRRRA receives and reviews the package. This step may require more than one resubmittal to address construction comments.
 - iv. **ROE Encroachment Agreement Executed** and issued to the Applicant allowing the scheduling of training and railroad flagging services. SCRRRA will coordinate SCRRRA Cable Marking and provide a C&S Authorization number to proceed. Refresh of SCRRRA Cable Marking may be required.
 - v. **Work Complete** and project is ready for close out. Applicant submits Confirmation of Completion form to rightofentry@scrra.net. SCRRRA will verify internal billing status and close out the project.

3.1 Process Time

- A. The time period for review and approval of all encroachment activities is estimated in the table below. Every effort will be made to complete the process in a timely manner.

Table 1 Estimate of Process Time

Process Step	Estimated duration (days)
Initial Application	
Application Processing	5-10
Review and Approval by SCRRRA	10-30
Resubmittal by Applicant	10-20
Resubmittal Review and Approval by SCRRRA	5-30
License Agreement	
Issuance of Real Estate Agreement by Member Agency	30-90

Construction Submittal	
Review and Approval by SCRRA	5-10

4.0 INITIAL APPLICATION SUBMITTAL

- A. This section summarizes the contents of the Initial Application Submittal. Table 2 identifies the submittal contents for each project type.
- B. Incomplete submittals will be returned to the applicant for correction.

Table 2 Initial Application Submittal Contents by Project Type

Item Description	Permanent Facility	Temporary Encroachment	Survey and Filming	Operation & Maintenance	House Moving
SCRRA Application for Right-of-Way Encroachment	X	X	*	X	
Plan and profile drawings	X	X		X	
Schedule	X	X		X	X
Existing License Agreement				X	
Application Processing Fee	X	X		X	X

* Initial Application Submittal Not Required. Continue to Section 6

4.1 Application for Right-of-Way Encroachment

- A. The Application for Right-of-Way Encroachment is an electronic fillable form available on the Right-of-Way Encroachments page of the Metrolink website.
- B. The following are mandatory sections of the application and must be filled out completely:
- i. Section 1: Project Owner Information
 - ii. Section 2: Project Contact Information
 - iii. Section 3: Project Information/Location
- C. The following are required to be completed as applicable to the project:
- i. Section 4: Underground Structure Information
 - ii. Section 5: Overhead Structure Information

4.3 Plans and Drawings

- A. Plans and profiles will be submitted with each request. The plans should be clear, concise, and accurately reflect the design of the project that meets SCRRA standards and requirements.
- B. Drawing submittals shall include typical sections, plans, key maps, profiles, and cross sections. Drawings will be prepared on 11" x 17" sheets and PDF files shall be submitted to SCRRA. Drawings scale shall be 1"=200' for developed and undeveloped areas, 1"=100' in constrained urban areas and 1"=50' for stations and crossings.

4.4 Schedule

- A. An overview schedule of the project including the duration of work within the right-of-way.
- B. The schedule must include the duration of activities within the right-of-way or affecting train operations.
- C. The schedule must include the installation and removal dates of all temporary encroachment installations (e.g. temporary overhead power lines)

4.5 Existing License Agreement

- A. If the project owner has an existing license agreement for an existing or future permanent installation, include a copy of the executed agreement.

4.6 Application Processing Fee

- A. The application processing fee is comprised of Standard Plan Review, Administration and Contingency. Refer to the Schedule of Fees available on the Right-of-Way Encroachment site.
- B. Additional fees may apply depending on the project details. If the project includes temporary traffic control, shoring or falsework additional plan review fees, as identified on the Schedule of Fees, are necessary.
- C. This is a non-refundable fee for permit processing, administrative support, and engineering plan reviews.
- D. To pay fees through paper checks, make checks payable to "Southern California Regional Rail Authority" and mail to the address below.

*Southern California Regional Rail Authority
2700 Melbourne Ave Pomona, California 91767
Attn: Mr. Eric Reese, Right-of-Way Encroachments Coordinator*

- E. To pay fees through Automated Clearing House (ACH) payment, mark the ACH payment type on the Application for Right-of-Way Encroachment form and submit the Initial Application Submittal. The ROE Coordinator will contact the Applicant to provide additional information for payment.

4.7 Engineering Plan Review of Application Submittal

- A. SCRRA reviews application and plans for compliance to technical and safety regulations, including location of work, horizontal and vertical clearances to tracks, shoring, jacking and false work, any issue determined to impact safety or railroad operations, maintainability, drainage impacts, access to member agency property, compatibility with future plans for rail improvements or use of rail roadway, and existing underground railroad facilities.
- B. Review SCRRA Form 37 Rules and Requirement for Construction on SCRRA Right-of-Way to verify compliance with SCRRA requirements prior to submission.

5.0 LICENSING AGREEMENT

- A. A license agreement is necessary for all permanent facilities.
- B. Member Agency real estate department will review applications for use of the right-of-way. Right-of-Entry agreement cannot be granted by SCRRA until Member Agency real estate agreement is complete.
- C. Generally, agreement processing time will be between 30 - 90 days. Please allow sufficient time for document handling to desired construction date. Before construction begins, real estate agreements must be executed by the Applicant and the Member Agency. License fees will be submitted to the Member Agency directly. The application processing and construction services deposit does not include the license fees.

Table 3 SCRRA's Member Agency Contact Information

Member Agency	Contacts
Metro	Manager, Property Management Los Angeles County Metropolitan Transportation Agency (Metro) P. O. Box 194 (1 Gateway Plaza, 14th Floor) Los Angeles, CA 90053 Phone: (213) 922-2435
OCTA	Right of Way Administrator Orange County Transportation Authority (OCTA) P. O. Box 14184 (550 South Main Street) Santa Ana, CA 92613-1584 Phone: (714) 560-5737
RCTC	Assistant Director, Planning & Programming Riverside County Transportation Commission (RCTC) 3560 University Avenue, Suite 100 Riverside, CA 92501 Phone: (909) 787-7924
SBCTA	Deputy Executive Director San Bernardino County Transportation Authority (SBCTA) 1170 W. 3rd Street, 2nd Floor San Bernardino, California 92410-1715 (909) 884-8276
VCTC	Executive Director

	Ventura County Transportation Commission (VCTC) 950 County Square, Suite 207 Ventura, CA 93003 Phone: (805) 642-1591
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6.0 CONSTRUCTION SUBMITTAL

- A. This section summarized the contents of the Construction Submittal. Table 4 identifies the submittal contents for each project type.
- B. Incomplete submittals will be returned to the applicant for correction.

Table 4 Construction Submittal Contents by Project Type

Item Description	Permanent Facility	Temporary Encroachment	Survey and Filming	Operation & Maintenance	House Moving
SCRRA Form No. 4					X
SCRRA Form No. 5			X		
SCRRA Form No. 6	X	X			
Insurance certificates as described in the Temporary Right-of-Entry agreement, SCRRA Form No. 6	X	X			
Letter of Intent			X		
Site Specific Work Plan (SSWP) and SSWP Checklist	X	X		X	
Deposit for Right-of-Entry Support (Signal & Communication Cable Locations, Safety training, and flagging Services)	X	X	X	X	X

5.1 Right-of-Way Encroachment Forms

- A. Right-of-Way Encroachment forms are available on the Right-of-Way Encroachments page of the Metrolink website.
- B. Agreement for Moving Oversized Loads Over Highway-Rail Grade Crossings, Form 4:
- Describe the load
 - Provide height, width and length (in feet)
 - Identify if any SCRRA facilities need to be moved (e.g. signs, flashing lights, gates)
 - Identify the location of the crossing

- v. Provide the date and time for the move
 - vi. Complete the Applicant information
 - vii. Sign the agreement
- C. Indemnification and Assumption of Liability Agreement, Form 5:
- i. Identify the Location of Work
 - ii. Provide a brief description/purpose of the work
 - iii. Complete the Applicant information
 - iv. Sign the agreement
- D. Temporary Right-of-Entry Agreement, Form 6:
- i. Complete project and applicant details (page 1)
 - ii. Complete the Applicant information
 - iii. Sign the agreement

5.2 Insurance Certificates

- A. SCRRA requires that insurance coverage be provided prior to any entry and/or work activity within the railroad corridor for permanent and temporary encroachments. The Insurance requirements and limits for Right-of-Entry Agreements are included in Exhibit A of the Form 6.
- B. Railroad Protective Liability Insurance, in addition to general liability insurance is required for permanent and temporary encroachments in the right-of-way.
- C. Updated Train Traffic information is available on the Right-of-Way Encroachment page of the Metrolink website.
- D. The Certificate Holder and Additionally Insured are often overlooked, requiring resubmittal. Verify requirements within Exhibit B of the Form 6.5.2

4.2 Letter of Intent

- A. The letter must contain the following information:
 - i. Location: Provide a map, aerial, design plans, or nearest address for filming or surveying. Describe the area where people or equipment will be during the film shoot. Identify each location if surveying or filming will occur in multiple locations.
 - ii. Duration: Identify each day surveying or filming will occur on the right-of-way. Include the start and end time for each day. This includes any set up or take down time when people or equipment will be on the right-of-way.

- iii. Equipment used: Describe the type and quantities of equipment used.
- iv. Number of individuals who will be on the right-of-way
- v. Parking requirements: Identify the number of vehicles that will be parked on the right-of-way during the filming or surveying.

5.3 Site Specific Work Plan (SSWP)

- A. The details of each construction activity affecting the operations, facilities, or right-of-way of SCRRA, or the operations or facilities of other railroads using the right-of-way, must be described in a Site Specific Work Plan (SSWP).
- B. The requirements of a Site Specific Work Plan (SSWP) is available on the Right-of-Way Encroachment page of the Metrolink website.
- C. Complete the SSWP Checklist and include with the SSWP.

5.4.1 Temporary Traffic Control Plans

- A. If the project will affect vehicular traffic across a highway-rail at-grade crossing, temporary traffic control plans are required.
- B. Temporary Traffic Control Plans must comply with SCRRA Engineering Standard 4301. Engineering Standards are available on the Engineering & Construction webpage (About, Engineering & Construction). Use the flow chart to verify temporary traffic control plans address the circumstances of the project.
- C. If the project will include multiple phases which affect the highway-rail at-grade crossing, additional temporary traffic control plans must be included for each phase.

5.4.2 Shoring Plans

- A. Support or shoring located on the SCRRA right-of-way, or within the zone of influence from railroad loading, shall conform to the SCRRA Design Criteria Manual, available on the Engineering & Construction page of the Metrolink website.

5.4.3 Falsework Plans

- A. If the project will include falsework over SCRRA tracks or will impact clearances (horizontal, vertical), falsework plans are required for SCRRA review. Plans must comply with the SCRRA Design Criteria Manual, and Engineering Standard ES-2101, ES-2102 and ES-2103 for clearance requirements. These documents are available on the Engineering & Construction page of the Metrolink website.

5.5 Deposit for Right-of-Way Encroachment Support

- A. The Deposit for Right-of-Way Encroachment Support is an estimate of the costs needed during the project. The deposit is calculated based on the rates within the Schedule of Fees (available on the Right-of-Way Encroachment site), the project duration, and project

needs. Support services are expended based on actual costs.

- B. Railroad Safety Training is required for each individual working on the right-of-way. Training is valid for one full calendar year. The expiration date is listed on the training decal provided after successful completion of training. Include Railroad Safety Training based on the number of classes needed for the project.
- C. Communications and Signal Marking is required when digging, excavating, or installing underground facilities within the railroad right-of-way. C&S Authorization numbers are valid for 30-days. Refresher mark-outs or additional mark-outs may be necessary (e.g., schedule delays, multiple phases).
- D. Railroad Flagging protection is calculated based on the number of days where protection is needed. Partial days are not used when calculating the deposit.
- E. Untimely cancellation, failure to attend training, or not showing up for scheduled flagging will result in incurred costs against the deposit.
- F. To pay fees through paper checks, make checks payable to "Southern California Regional Rail Authority" and mail to the address below.

*Southern California Regional Rail Authority
2700 Melbourne Ave Pomona, California 91767
Attn: Mr. Eric Reese, Right-of-Way Encroachments Coordinator*

- G. To pay fees through Automated Clearing House (ACH) payment notify the ROE Coordinator in the Construction Submittal. The ROE Coordinator will contact the Applicant to provide additional information for payment.
- H. Additional deposits may be requested throughout the project to continue providing Right-of-Way Encroachment support.

5.6 Construction Review

- A. SCRRA reviews Construction Submittals for compliance to technical and safety regulations, including location of work, horizontal and vertical clearances to tracks, shoring, jacking and false work, any issue determined to impact safety or railroad operations, maintainability, drainage impacts, access to member agency property, compatibility with future plans for rail improvements or use of rail roadway, and existing underground railroad facilities.
- B. This review may be conducted during the Engineering Plan Review if the Applicant submits the SSWP, temporary traffic control plans, shoring plans, or falsework plans with the Initial Application Submittal. This review may be conducted separately if a license agreement is needed, or if the Initial Application Submittal is completed by a different entity than the Construction Submittal (e.g., Project Owner submits initial application prior during an earlier phase of a project).
- C. Review SCRRA Form 37 Rules and Requirement for Construction on SCRRA Right-of-Way to verify compliance with SCRRA requirements prior to submission.

7.0 REQUIREMENTS PRIOR TO THE START OF WORK

- A. This section outlines the requirements of the Applicant after the Right-of-Way Encroachment agreement is executed, but before work can commence.
- B. Table 5 lists the requirements applicable to each project type.

Table 5 Requirement Prior to the Start of Work, by Project Type

Item Description	Permanent Facility	Temporary Encroachment	Survey and Filming	Operation & Maintenance	House Moving
Safety Training	X	X	X	X	
SCRRA C&S Authorization	X	X		X	
Request Railroad Flagging	X	X	X	X	X

7.1 Safety Training

- A. Each individual working on the Right-of-Way must complete the Railroad Safety Training.
- B. Refer to the executed Right-of-Way Encroachment agreement and/or cover letter for contact information.
- A. Dates and availability of training courses may be limited. Advanced planning and flexibility are helpful to the trainers and the Applicant's project schedule.

7.2 Cable Marking and Utilities

- A. The Applicant is responsible for the location and protection of any and all surface, sub-surface, and overhead utilities and structures. Approval of application or issuance of Right of Entry Agreement by SCRRA does not constitute confirmation of the existence or non-existence of any utilities or structures within the limits of this project.
- B. Before digging, excavating, or installing underground facilities the Applicant must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems, are present and located within the Project work area by calling the Southern California Underground Service Alert at 811.
- C. SCRRA is not a member of DIGALERT. The Applicant shall call SCRRA's Signal Department at (909) 592-1346 or by emailing the ROE Coordinator a minimum of five days prior to beginning construction to mark signal and communication cables and conduits. No work may proceed until an SCRRA C&S Authorization number is provided.
- D. SCRRA C&S Authorization numbers are valid for 30-day.

- E. In case of signal emergencies or grade crossing problems, the Applicant shall call SCRRA's 24-hour signal emergency number 1-888-446-9721.

8.0 REQUIREMENTS DURING WORK

- A. To comply with Federal requirements, the Applicant's person in charge must keep a copy of SCRRA's agreement at the job site at all times during the encroachment on the Property. Failure to provide necessary information and documents, failure to obtain and produce SCRRA agreements (including not having SCRRA agreement on the job site), or violation of SCRRA rules and regulations will result in the removal of the Applicant, the Contractor, their employees, and equipment from the right-of-way.
- B. The Applicant shall follow SCRRA rules and regulations, addressed in Form 37 "Rules and Requirements for Construction on Railway Property".
- C. All persons working on, over, or under the SCRRA right-of-way must be equipped with personal protective equipment meeting applicable OSHA and ANSI specifications. Employees, contractors, subcontractors, suppliers, agents or invitees of Applicant shall possess the personal protective equipment, including safety glasses with side shields, helmets (hard hats), safety shoes with hardened toes, high visibility ORANGE (and only orange) retro-reflective work wear, and SCRRA railroad safety training decal.

8.1 Flagging Services

- B. The Applicant shall request and arrange for flagging services from SCRRA in the following circumstances:
 - i. When the work activities are within the right-of-way of SCRRA.
 - ii. When the work activities are located over or under a track or tracks.
 - iii. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the right-of-way could foul the track in the event of tip-over or other catastrophic occurrence.
 - iv. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
 - v. When work in any way interferes with the safe operation of trains at timetable speeds.
 - vi. When street construction and maintenance activities, located within the right-of-way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.
- C. Flagging services are only provided by SCRRA authorized contractors. The Applicant will contact SCRRA's consultant/contractor to arrange for flagging services after approval of construction agreement by SCRRA.
- D. Flagging service is dependent on the availability of a Roadway-Worker-in-Charge

(RWIC) and may require a minimum of fifteen working days prior to beginning work. Prior notification of flagging services does not guarantee the availability of the RWIC for the proposed date of work.

9.0 REQUIREMENTS AFTER WORK IS COMPLETE

- A. The Applicant or its Contractor must submit "AS-BUILT" drawings upon completion of the construction.
- B. The Applicant will request review and signature of the Confirmation of Completion Form by the SCRRA Flagging Contractor. The Application will then submit the Confirmation of Completion form to rightofentry@scrra.net.
- C. SCRRA will verify invoicing and billing status for the project. Any Right-of-Way Encroachment monies or contingency not used will be refunded once the project is closed out by SCRRA's Finance Department.

Exhibit 9 - SCRRA Form No. 6 - Metrolink Temporary Right-of-Entry Agreement



TEMPORARY RIGHT-OF-ENTRY AGREEMENT

SCRRA FORM NO. 6

SCRRA File No.	
Permit No.	
Subdivision	
Mile Post	

This Temporary Right-of-Entry Agreement ("Agreement") is between the Southern California Regional Rail Authority (hereinafter referred to as "SCRRA") and

_____ (hereinafter referred to as "Contractor").

This Agreement is for entry upon, over and under SCRRA and Member Agency Right-of-Way ("Right-of-Way") at or near _____ in the City of

_____ or in the Unincorporated County of

_____ (as such location is more specifically identified above) for the purpose of _____

_____ (as shown on attached drawings).

1. **Definitions**

- A. Contractor is an individual, firm, partnership or corporation or combination thereof, private, municipal or public, including joint ventures, which are referred to throughout this document by singular number and masculine gender. For purposes of this agreement, Contractor also includes any subcontractor, supplier, agent or other individual entering the Right-of-Way during performance of work.
- B. Indemnitees are SCRRA, Member Agencies and Operating Railroad and their respective officers, commissioners, employees, agents including RailPros Field Services, Inc., successors and assigns.
- C. Operating Railroad is/are any specific passenger or freight-related railroad company(s) validly operating on SCRRA and Member Agency track(s). Operating Railroads are any combination(s) of the SCRRA (METROLINK), the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR)



Form No. 6
Temporary Right-of-Entry Agreement
Page 2

and the BNSF Railway Company.

- D. Right-of-Way is defined herein to mean the real and/or personal property of SCRRA and/or Member Agencies.
- E. SCRRA is a five-county joint powers authority, created pursuant to State of California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build and operate the "Metrolink" commuter train system in the five-county area on rail rights-of-ways owned by the Member Agencies. The five-county Member Agencies ("Member Agency") are comprised of the following: Los Angeles County Metropolitan Transportation Authority (MTA), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC).
- F. SCRRA Roadway Worker In-Charge (RWIC) is a Southern California Regional Rail Authority employee or contractor (SCRRA General Code of Operating Rules and Territory Qualified) providing warning to Public Agency or Contractor personnel of approaching trains or on track equipment and who has the authority to halt work and to remove personnel from the Right-of-Way to assure safe work
- G. SCRRA Safety Trainer is a qualified SCRRA employee or contracted employee (SCRRA General Code of Operating Rules qualified) as authorized by the SCRRA Chief Operating Officer to provide Contractor training.
- H. SCRRA Representative: RailPros Field Services, Inc. is acting as representative for SCRRA.

2. **References**

When working on the Right-of-Way, Contractor must comply with the rules and regulations contained in the current editions of the following documents which are "references" incorporated in this document as if they were set out in full in this paragraph. Contractor, by its signature on this Agreement, acknowledges receipt of these documents and agrees to abide by said rules and regulations at all times when on the Right-of-Way. The documents are available on the Metrolink website at www.metrolinktrains.com (About, Engineering & Construction, Right of Way Encroachment)

- A. Rules and Requirements for Construction on SCRRA Property, SCRRA Form No. 37.



Form No. 6
Temporary Right-of-Entry Agreement
Page 3

- B. General Safety Regulations for Third Party Construction and Utility Workers on SCRRA Property.
- C. SCRRA SOP 2000.52 Roadway Worker Protection Program (RWPP)
- D. Roadway Worker Protection Safety Manual
- E. On-Track Safety Manual for Roadway Workers
- F. SCRRA Risk Analysis Form SS 01-24-2020

3. **Entry onto Right-of-Way**

As required by this Agreement, and throughout the approved duration of this Agreement, Contractor shall submit for approval and maintain a Site Access Control Plan, making revisions as necessary when work locations change, defining:

- A. Approved and controlled access points onto the Right-of-Way for purposes of construction activities and the approved access routes within the Right-of-Way;
- B. The control methods in place at these access points to ensure material and equipment deliveries are recorded upon entry and exit and vehicles are safely managed through site to work locations; and
- C. Any temporary construction crossings as agreed in advance with SCRRA and in compliance with SCRRA Standard ES 4302

Contractor shall additionally submit and maintain a hierarchy table for the senior supervision and key staff on site who are responsible for the control of site safety and operations, stating names, positions and emergency contact phone numbers.

No verbal approvals will be granted. Contractor shall not enter onto the Right-of-Way unless Contractor has arranged for SCRRA safety training as well as protective services (RWIC and/or other protective services to be determined by SCRRA) and has paid all charges and fees. A fully executed copy of this Agreement must be in the possession of Contractor at the job site and must be produced by Contractor upon request by SCRRA, a law enforcement officer or Member Agency's representative. If said Agreement is not produced, SCRRA has the right to suspend work in the Right-of-Way until Contractor demonstrates possession of this Agreement at the job site.

In accordance with all SCRRA Rules and Regulations for work upon the Right-of-



Form No. 6
Temporary Right-of-Entry Agreement
Page 4

Way, prior to any work shift commencing, all Contractor's and sub-contractors' representatives shall first undertake:

- A. A safety and work briefing with their supervisor to address the tasks and appropriate safety precautions for the work that they will be performing; and
- B. A railroad operational safety briefing with the RWIC appointed to oversee their workgroup at which they will complete a SCRRA Job Safety Briefing, SCRRA Risk Analysis Form SS 01-24-2020 and sign-in upon the RWIC's briefing form to acknowledge that they have received and understood the railroad safety briefing, they are aware of their method of protection from railroad operations and that they will comply with the RWIC's instructions.

At any time a worker leaves the work group with which they have been briefed, to join another work group or to leave the site, they must sign-out with the RWIC. At any time a worker returns to site or joins another work group they must brief with the RWIC overseeing the new work group prior to commencing work, or re-brief with the RWIC overseeing their original work group if rejoining that group.

NOTE: IT IS IMPERATIVE THAT ALL CONTRACTOR'S AND SUBCONTRACTOR'S MANAGEMENT REPRESENTATIVES UPHOLD THE REQUIREMENTS FOR THE JOB BRIEFINGS AND RISK ASSESSMENT ENSURING THAT ALL WORKERS COMPLY. FAILURE TO DO SO WILL RESULT IN REFUSAL TO ACCESS TO THE RIGHT-OF-WAY FOR THAT WORKER AND POTENTIALLY REMOVAL OF RWP CERTIFICATION ALLOWING WORK UPON THE SCRRA IOPERATED RAILROAD.

BY SIGNATURE ON PAGE 14 OF THIS AGREEMENT, THE PRIME CONTRACTOR'S CONTRACT/CONSTRUCTION MANAGER OR EQUIVALENT CONFIRMS THEIR UNDERSTANDING OF THIS REQUIREMENT AND THEIR COMMITMENT TO ENSURING COMPLIANCE FOR THEIR ENTIRE WORKFORCE (CONTRACTORS AND SUB-CONTRACTORS' REPRESENTATIVES).

4. **Termination of Agreement**

SCRRA or Member Agency reserves the right to terminate or revoke this Agreement at any time upon two hours notice; however, in the event of an unsafe condition on the Right-of-Way, SCRRA shall have the right to terminate this Agreement immediately, without any advanced notice. Unless subsequently modified, extended, terminated or revoked by SCRRA, this Agreement shall terminate upon the earlier of (1) access to the Right-of-Way being no longer necessary, or (2) two (2) years from the Date set forth on the execution page below. In any event, however, this Agreement



Form No. 6
Temporary Right-of-Entry Agreement
Page 5

shall be automatically terminated if or when the insurance that Contractor is required to maintain hereunder lapses or expires. Contractor agrees to return the Right-of-Way to a condition substantially the same as before work, including replacement, repair, or reinstallation of railroad signs and property. Railroad signs include but are not limited to "No Trespassing", "Speed Limit", "Milepost", "Whistle", "Station Stop" and "Fiber Optics". Contractor agrees to notify SCRRA, in writing and orally, when use of the Right-of-Way or work is completed. Contractor shall also complete and return the Confirmation of Completion form. Under no circumstances shall the temporary right of entry provided for under this Agreement be construed as granting to Contractor or its Subcontractors and agents any right, title or interest of any kind or character in, on or about any Right-of-Way.

At the request of SCRRA or Member Agency, Contractor shall remove from the Right-of-Way any employee or other individual who has not completed safety training or otherwise fails to conform to the instructions of SCRRA's or Member Agency's representative in connection with work on the Right-of-Way. Any right of Contractor to enter upon the Right-of-Way shall be suspended until such request of SCRRA or Member Agency is met. Contractor shall defend, indemnify and hold harmless SCRRA and Member Agency against any claim arising from the removal of any such employee or other individual from the Right-of-Way.

5. **Indemnification**

Contractor, on behalf of itself and its employees, subcontractors, agents, successors and assigns, agrees to indemnify, defend, by counsel satisfactory to SCRRA and Member Agency, and hold harmless "Indemnitees", and each of them to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including incidental consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions of Contractor or its officers, directors, affiliates, subcontractors or agents or anyone directly or indirectly employed by them or for whose acts the foregoing persons are liable (collectively, "Personnel") in connection with or arising from the presence upon or performance of activities by Contractor or its Personnel with respect to the Right-of-Way, (ii) bodily and/or personal injury or death of any person (including without limitation employees of Indemnitees) or damage to or loss of use of Right-of-Way resulting from such acts or omissions of Contractor or its Personnel or (iii) non-performance or breach by Contractor or its Personnel of any term or condition of this Agreement, in each case whether occurring during the term of this Agreement or thereafter.



Form No. 6
Temporary Right-of-Entry Agreement
Page 6

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Indemnitees, unless caused by the sole negligence or willful misconduct of Indemnitees and is in addition to any other rights or remedies, which Indemnitees may have under the law or under this Agreement.

Claims against the Indemnitees by Contractor or its Personnel shall not limit Contractor's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation of the amount or type of damages, compensation or benefits payable by or for Contractor or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

The provisions of this section shall survive the termination or expiration of this Agreement.

6. **Assumption of Liability**

To the maximum extent allowed by law, Contractor releases Indemnitees from and assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Right-of-Way and any other property of or under the control or custody of, Contractor or its Personnel in connection with any acts undertaken under or in connection with this Agreement. Contractor's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvements (including easement, lease or license agreements for other existing improvements and utilities) on the Right-of-Way, accident or fire or other casualty on the Right-of-Way or electrical discharge, noise or vibration resulting from SCRRA, Member Agency and Operating Railroad operations on or near the Right-of-Way and any other persons or companies employed, retained or engaged by SCRRA or Member Agency. Contractor, on behalf of itself and its Personnel (as defined in Section 5, "Indemnification") as a material part of the consideration for this Agreement, hereby waives all claims and demands against the Indemnitees for any such loss, damage or injury of Contractor and/or its Personnel. Contractor waives the benefit of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

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



7. **Insurance**

Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect during the term of this Agreement insurance as required by SCRRA or Member Agency in the amounts, coverage, and terms and conditions specified, and issued by insurance companies as described on Exhibit "A". SCRRA or Member Agency reserve the right, throughout the term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement. Prior to entering the Right-of-Way or performing any work or maintenance on the Right-of-Way. Prior to execution of this Agreement, Contractor shall furnish SCRRA with insurance endorsements or certificates in the form of Exhibit "B", evidencing the existence, amounts and coverage of the insurance and signed by a person authorized by the insurer to bind coverage on its behalf. In most instances, SCRRA and Member Agency do not allow self-insurance; however, if Contractor can demonstrate assets and retention funds meeting SCRRA and Member Agency self-insurance requirements, SCRRA and Member Agency may in SCRRA's sole and absolute discretion permit Contractor to self-insure. The right to self-insure with respect to any coverage required hereunder may be granted or revoked at the sole and absolute discretion of SCRRA or any Member Agency. SCRRA or Member Agency shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Contractor under this Agreement. Contractor affirms that all subcontractors covered by this Agreement are insured to the same limits required of Contractor or included in Contractor's policy.

Prior to the expiration of any policy, Contractor shall furnish SCRRA with certificates of renewal or "binders" thereof. Each certificate shall expressly state that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days prior written notice to SCRRA and Member Agency.

8. **No Assignment**

Contractor shall not assign this Agreement or any right hereunder without SCRRA's and Member Agency's prior written consent.

9. **Compliance by Contractor**

Contractor shall take all steps necessary to assure that its subcontractors comply with the terms and conditions of this Agreement and applicable laws and regulations. Contractor shall assure that no lien is placed against the Right-of-Way arising from performance of work hereunder by Contractor or any subcontractor, and in the event of such a lien, Contractor shall immediately remove or cause to be removed



such lien.

10. **Safety and Protective/Flagging Services Notification**

Contractor and its subcontractors shall be required to attend a SCRRA Basic Right-of-Way Safety Training Class prior to receiving permission to enter the Right-of-Way. Upon completion of safety training and prior to start of work activities, Contractor shall notify SCRRA's contractor, to schedule (RWIC) Flagging Services. SCRRA's authorized contractor for SCRRA Basic Right-of-way Safety Training and (RWIC) Flagging Services is RailPros Field Services, Inc. ("RailPros").

To schedule Safety Training call Mr. Tom Dodge with RailPros Field Services at (909) 816-0852. Request safety training at least 72 hours in advance of requested training date. To schedule (Roadway Worker In Charge, RWIC) Flagging please reach out to Mr. Darrin Pock with RailPros Field Services at scrra.info@railpros.com a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any safety RWIC services SCRRA deems necessary. This prior notification does not guarantee the availability of on-track safety protection for the proposed date of work. In no event shall SCRRA be liable to Contractor in the event that track safety protection cannot be provided due to force majeure event or for any other reason. SCRRA will advise Contractor as soon as reasonably practicable once it is determined that track safety protection will be unavailable on a proposed date of construction.

11. **SCRRA Safety and Protective Services**

Contractor must request and arrange for on-track safety protection satisfactory to SCRRA in the following circumstances:

- A. When Contractor's work activities are within the right-of-way of SCRRA.
- B. When Contractor's work activities are located over or under a track or tracks.
- C. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the right-of-way could foul the track in the event of tip-over or other catastrophic occurrence.
- D. When in the opinion of the SCRRA it is necessary to safeguard the employees, trains, engines and facilities of SCRRA.
- E. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
- F. When work in any way interferes with the safe operation of trains at timetable speeds.



Form No. 6
Temporary Right-of-Entry Agreement
Page 9

- G. When any hazard is presented to railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- H. When clearing, grubbing, grading, or blasting is in proximity to the Right-of-Way which, in the opinion of SCRRA or representative of an SCRRA Member Agency, may endanger the Right-of-Way or operations.
- I. When street work and maintenance activities, located within the Right-of-Way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.

Contractor, and his subcontractors, shall complete SCRRA's Safety Orientation Class, as set forth in Section 10. Upon completion individuals will receive a safety sticker which shall be adhered to their hardhat while working on Right-of-Way as proof of completion of safety training.

12. Underground Utilities

Signal, communication, fiber-optic, petroleum, natural gas, electric power and other utilities are present in SCRRA right-of-way. Contractor shall contact the Southern California Underground Service Alert (DigAlert) at 811 to locate underground utilities. SCRRA is not a member of DigAlert. Contractor shall submit the C&S Marking Request through the permitting portal or by email to rightofentry@scrra.net a minimum of fifteen days prior to beginning work to mark SCRRA's signal and communication cables and conduits.

Delays and disruptions to service may cause business interruptions involving loss of revenue and profits, danger to train operations, and release of potentially hazardous or flammable compounds.

13. Reimbursement of Costs and Expenditures

Contractor agrees to reimburse SCRRA or any Member Agency and/or any Operating Railroad for all cost and expense incurred by SCRRA or Member Agency in connection with work and safety services, including without limitation the expense of engineering plan review, administrative costs to process approvals and agreements, annual overhead rates, safety training, construction inspection, utility markings, and SCRRA EIC and protective services as SCRRA deems necessary. Contractor agrees to



Form No. 6
Temporary Right-of-Entry Agreement
Page 10

reimburse SCRRA for all work-related services including but not limited to installation and removal of falsework beneath tracks, restoration of railroad roadbed and tracks, installation of appropriate protective devices, temporary and permanent repairs of signal or communication equipment, restoration of the Right-of-Way to a condition satisfactory to SCRRA's and Member Agency's representative.

Contractor agrees to reimburse SCRRA or any Member Agency actual cost and expense incurred. This includes cost of plan review, administrative, safety training, construction inspection, utility marking, flagging services fees, and work performed in connection with said work, including applicable overhead rates. Refer to SCRRA's Schedule of Fees for more information. SCRRA will charge Contractor four hours minimum for the mandatory safety training class and for other services four hours or less in duration. SCRRA will charge Contractor for eight hours minimum if Contractor cancels SCRRA services after SCRRA EIC or SCRRA Safety Training Officer is on site on the day of the appointment.

Contractor also agrees to reimburse SCRRA, any Member Agency and/or any Operating Railroad for any and all cost and expense incurred as a result of Contractor's work which may result in (i) unscheduled delay to the trains or interference in any manner with the operation of trains, (ii) unscheduled disruption to normal train operation, (iii) unreasonable inconvenience to the public or private user of the system, (iv) loss of revenue, and (v) alternative method of transportation for passengers. SCRRA will submit final bills to Contractor for costs incurred.

SCRRA will provide the cost of all SCRRA services based on Contractor's input. Prior to commencement of work, Contractor shall provide a deposit representing the estimated expense to be incurred by SCRRA and Member Agency in connection with said work. As the work progresses, SCRRA may require additional progress payments as the scope of work changes or becomes clearer. SCRRA may discontinue services to Contractor pending receipt of progress payments. The deposit and progress payments shall be applied to SCRRA's and Member Agency's actual costs and expenditures. Contractor shall be responsible to pay any amount exceeding the above payments upon receipt of notice or invoice by SCRRA. SCRRA shall exercise its best efforts to provide final invoicing to Contractor within 90 days following completion of the work; however, Contractor acknowledges that it shall be responsible for payment of all expenses incurred by SCRRA and Member Agency in connection with the work even if the final invoicing is provided to Contractor thereafter. Upon completion of all work, any payments in excess of SCRRA's and Member Agency's costs and expenditures shall be returned to Contractor within a reasonable time.

If Contractor stops work in the Right-of-Way for three months or longer and then plans to resume the work, Contractor shall notify SCRRA according to Section 18



prior to resumption of the work.

14. **Temporary Traffic Control**

Temporary traffic control shall be used when a maintenance or construction activity is located on the Right-of-Way or when the activity is located in the vicinity of a highway-rail grade crossing, which could result in queuing of vehicles across the railroad tracks. Temporary traffic control will comply with the current editions of the CA MUTCD, WATCH and SCRRA Engineering Standard ES4301. Refer to SCRRA's "Temporary Traffic Control Guidelines" for further information on definitions, referenced standards, traffic control plans, submittals, traffic control elements and responsibility/authority for temporary traffic control at highway-rail grade crossings. The guidelines provide acceptable alternatives and procedures, which prescribe appropriate temporary traffic control measures at highway-rail grade crossings. Contractor must place flagmen in the direction of the flow of traffic for each lane to assure that there is no queuing of traffic over the crossing. If after moving the work area away from the Right-of-Way and queuing of traffic persists, flagmen must be reinstated at the crossing to control vehicular traffic over the crossing.

15. **Environmental Health and Safety Plan**

Contractor shall immediately notify SCRRA and the appropriate regulatory agency (ies) of any spill, release, discharge or discovery of any hazardous material or contaminants in, on or under the Right-of-Way. After providing such notice to SCRRA and the appropriate regulatory agency(ies), any contaminated soils or hazardous materials which are spilled, released, discharged or discovered by Contractor, shall be promptly removed and disposed of by Contractor in accordance with all the applicable laws at Contractor's sole cost and expense. To the extent preexisting contamination or hazardous material, which was not caused or contributed to by Contractor, is discovered or unearthed by Contractor, Contractor shall only be obligated by this provision to removing and disposing of that portion of the contaminated soils or hazardous materials that are unearthed or otherwise disturbed during Contractor's operations. Prior to entry onto the Right-of-Way, Contractor (s) performing trenching, excavations or soil borings may be required by SCRRA to submit a "Hazardous Materials Work Plan." If required, said plan shall include Contractor's site-specific health and safety plan and any other information that SCRRA may require. Contractor shall ensure that all documentation for transportation or disposal of contaminated soils or hazardous materials is prepared in Contractor's name only and that neither SCRRA nor Member Agency shall have any responsibility or liability therefor. Contractor shall defend and indemnify SCRRA for any spill, release or discharge of contaminants or hazardous materials by Contractor in connection with activities hereunder in accordance with Section 5 Indemnification.



16. **Warranty for Plan Review**

Review and or approval of the plans and calculations by SCRRA shall not relieve Contractor of responsibility for full compliance with contract requirements, correctness of design drawings and details, proper fabrication and construction techniques and coordination with other government and private permitting agencies, nor shall such review or approval by SCRRA in any way relieve Contractor from, or otherwise modify, Contractors' indemnity obligations under Section 5 or assumption of liability obligations under Section 6. Execution of this Agreement does not imply design warranty or responsible charge on the part of SCRRA engineering employees. The parties expressly agree that SCRRA makes no warranty of any kind and assumes no responsibility therefor.

17. **Emergency Telephone Numbers**

Contractor must immediately contact SCRRA in case of accidents, personal injury, defect in track, bridge or signals or any unusual condition that may affect the safe operation of the railroads. The following are SCRRA's emergency numbers:

Signal Emergencies and Grade Crossing Problems	(888) 446-9721
Metrolink Chief Dispatcher	(909) 596-3584 or
	(888) 446-9715
Metrolink Sheriff's Dispatch Center	(323) 563-5280
Signal and Communications Cable Location	(909) 592-1346

18. **Notices**

Except as otherwise provided in this Agreement, all notices, statements, demands, approvals or other communications to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as provided below and shall be delivered in person or by certified or registered mail, postage paid or by telegraph or cable, charges pre-paid.

SCRRA: Southern California Regional Rail Authority (SCRRA)
 2700 Melbourne Ave
 Pomona, CA 91767
 Attn: Eric Reese- ROW Crossings Coordinator
 E-mail: rightofentry@scrra.net
 Office Number: (909) 667-8108

Contractor: Contractor's address is shown on page 14.



19. **California Law/Venue**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of California. Venue shall be located in courts in Los Angeles County.

20. **As-Builts**

Contractor shall provide SCRRA with complete as-built drawings of the facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the facilities and (ii) completion of any material change to the facilities.



Form No. 6
Temporary Right-of-Entry Agreement
Page 14

Contractor hereby agrees to the terms as set forth in this Agreement and hereby acknowledges receipt of this Agreement and of the insurance certificate forms (Exhibits A & B) herein provided.

_____ Name of Contractor	_____ Contractor's State License No.
_____ Signature (Construction/Contract Manager or equivalent)	_____ Date
_____ Print Name	_____ Title
_____ Address	_____ Telephone
_____ City, State, Zip Code	_____ Email

Receipt of the foregoing agreement and certificate of insurance furnished by Contractor are hereby acknowledged on this ____day of _____20 ____.

RailPros Field Services, Inc. on behalf of
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: _____
ROW Encroachment Coordinator

By: _____
Assistant Director, Track & Structures Maintenance

[Approved as to Form by Legal Counsel]



EXHIBIT "A"
INSURANCE REQUIREMENTS FOR RIGHT OF ENTRY AGREEMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to Right-of-Way, which may arise from or in connection with the performance of the work by Contractor, his agents, representatives, employees or subcontractors.

1. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office form No. CA 0001 (Ed. 1/87) covering Auto. Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of CA. & Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterment.
- ☐ Contractor's Pollution Liability

2. **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- ☒ General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and Property damage. Including Endorsement CG 2417 (Contractual Liability Railroads) to CGL policy
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Contractor's Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate



3. **Certificate Holder/Additional Insured**

Certificate holder and/or insured will be the following:

Southern California Regional Rail Authority (SCRRA)

Additionally Insured will be the following:

Los Angeles County Metropolitan Trans. Auth. (MTA)
Burlington Northern Santa Fe Corp. (BNSF)
Orange County Transportation Authority (OCTA)
Union Pacific Railroad Company (UPRR)
Riverside County Transportation Commission (RCTC)
National Railroad Passenger Corp. (AMTRAK)
San Bernardino County Transportation Authority (SBCTA)
Ventura County Transportation Commission (VCTC)
RailPros Field Services, Inc.

4. **Railroad Protective Liability Insurance**

☒ Railroad Protective Liability Insurance

Contractor shall provide, with respect to the operations they or any of their subcontractors perform on the Right-of-Way, Railroad Protective Liability Insurance, AAR-AASHTO (ISO/RIMA) in the name of the SCRRA with additional insured specified in Section 3 above.

The policy shall have limits of liability of not less than **\$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply.

If coverage is provided on the London claims-made form, the following provisions shall apply:

- A. The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- B. Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- C. If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:



It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

For certain low-hazard activity, Contractor may request that the SCRRA and Member Agency waive the requirement to provide the Railroad Protective Liability Insurance. If the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of Contractor are explicitly notified that they are not permitted to have any contact with the track, the Railroad Protective Liability Insurance requirement may be waived by SCRRA's Manager Public Projects or his/her designated representative.

5. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SCRRA and Member Agency. At the option of SCRRA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SCRRA and Member Agency, its officials and employees or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. **Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- A. SCRRA and Member Agency, its subsidiaries, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; premises owned, occupied or used by Contractor, or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to SCRRA and Member Agency, its subsidiaries, officials and employees.
- B. For any claims related to this work, Contractor's insurance coverage shall be primary insurance as respects SCRRA and Member Agency, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCRRA and Member Agency, its subsidiaries, officials and employees shall be excess of Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA and Member Agency, its subsidiaries, officials and employees.



Form No. 6
Temporary Right-of-Entry Agreement
Page 18

- D. Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SCRRA and/or Member Agency.

Course of Construction policies shall contain the following provisions:

- F. SCRRA and Member Agency shall be named as loss payee.
- G. The insurer shall waive all rights subrogation against SCRRA and Member Agency.

7. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SCRRA and Member Agency.

8. **Verification of Coverage**

Contractor shall furnish SCRRA with original endorsements evidencing coverage required by this clause, including "additional insured" endorsements, prior to execution of this Agreement by SCRRA. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by SCRRA. All endorsements are to be received and approved by SCRRA before work commences. As an alternative to SCRRA's forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

9. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

10. **Train Services**

The train traffic information is available on SCRRA's website at www.metroinktrains.com (About Us, Engineering and Construction, ROW Encroachment).



Form No. 6
Temporary Right-of-Entry Agreement
Page 19

11. **Submittal**

The original insurance policy (s) shall be submitted electronically through the permitting portal or to rightofentry@scrra.net, as directed. If electronic documents cannot be sent, originals must be mailed to:

Southern California Regional Rail Authority (SCRRRA)
2700 Melbourne Ave
Pomona, CA 91767
Attn: Eric Reese- ROW Crossings Coordinator
E-mail: rightofentry@scrra.net
Office Number: (909) 667-8108



EXHIBIT "B"
RAILROAD PROTECTIVE LIABILITY POLICY
DECLARATION

POLICY

Insurance Company:

Policy Number:

Policy Period: _____ From: _____ To: _____
Permit #: _____ 12:01am Standard time at location**CERTIFICATE HOLDER AND ADDITIONALLY INSURED****Certificate Holder/Insured:**

Southern California Regional Rail Authority (SCRRA)
2700 Melbourne Ave, Pomona, CA 91767

Additionally Insured:

Los Angeles County Metropolitan Transportation Authority (MTA)
Burlington Northern Santa Fe Corporation (BNSF)
Orange County Transportation Authority (OCTA)
Union Pacific Railroad Company (UPRR)
Riverside County Transportation Commission (RCTC)
National Railroad Passenger Corp. (AMTRAK)
San Bernardino County Transportation Authority (SBCTA)
Ventura County Transportation Commission (VCTC)
RailPros Field Services, Inc.

LIMITS OF INSURANCE

Aggregate Limit	\$6,000,000
Each Occurrence Limit	\$2,000,000

DESCRIPTION OF WORK AND JOB LOCATION(S)**NAME AND ADDRESS OF DESIGNATED CONTRACTOR**

Form No. 6
Temporary Right-of-Entry Agreement
Page 21

NAME AND ADDRESS OF INVOLVED GOVERNMENT AUTHORITY OR OTHER CONTRACTING PARTY	
PREMIUM Contract Cost _____ Premium Base _____ Rate per 1,000 of _____ Advance Premium _____	
FORM OF ENDORSEMENT <u>Title</u>	<u>Number</u>
COUNTERSIGNATURE Countersigned by _____ Date _____ (Authorized Representative)	



EXHIBIT "B"

CERTIFICATE OF INSURANCE Southern California Regional Rail Authority (SCRRA)					ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THIS COVERAGE AFFORDED BY THE POLICY BELOW.				
INSURED		COMPANIES AFFORDING COVERAGE COMPANY LETTER A COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR. ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER _____				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire)	\$ \$ \$ \$ \$ \$



Form No. 6
 Temporary Right-of-Entry Agreement
 Page 23

					MED. EXPENSE (Any one person)	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTO ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
	PROPERTY INSURANCE ☐ COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUARY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ \$ \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						



Form No. 6
 Temporary Right-of-Entry Agreement
 Page 24

THE FOLLOWING PROVISIONS APPLY:

1. None of the above-described policies will be canceled, limited in scope of coverage or nonrenewed until after 30 days' written notice has been given to SCRRA at the address indicated below.
2. As respects operations of the named insured performed on behalf of SCRRA, the following are added as additional insured on all liability insurance policies listed above: SCRRA, its Member Agencies, Operating Railroads, its subsidiaries, officials and employees.
3. It is agreed that any insurance of self-insurance maintained by SCRRA will apply in excess of and not contribute with, the insurance described above.
4. SCRRA is named a loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against SCRRA.
6. Any failure by the insured to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA, its Member Agencies, its subsidiaries, officials and employees.
7. The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against SCRRA for injuries to employees of the insured resulting from work for SCRRA or use of Member Agencies premises or facilities.

CERTIFICATE HOLDER

Southern California Regional Rail Authority (SCRRA)
 2558 Supply Street, Pomona, CA 91767

ADDITIONAL INSURED

MTA, OCTA, RCTC, SBCTA, VCTC, BNSF, UPRR,
 AMTRAK, RAILPROS FIELD SERVICES, INC.

AUTHORIZED REPRESENTATIVE

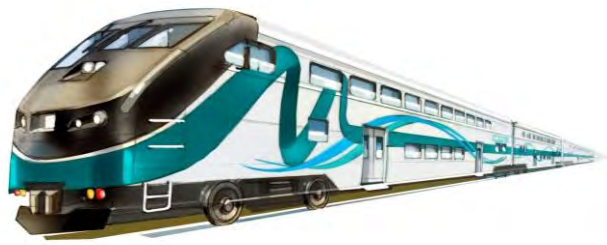
SIGNATURE _____

TITLE _____

PHONE NO. _____



Exhibit 10 - SCRRRA Form 37 — Rules and Requirements for Construction on SCRRRA Right-of-Way



METROLINK



SCRRA FORM 37

**RULES AND REQUIREMENTS FOR
CONSTRUCTION ON SCRRA RIGHT-OF-WAY**

January 2017

TABLE OF CONTENT

1.0	GENERAL	1
1.1	Purpose	1
1.2	Definitions	1
1.3	Acronyms	2
1.4	General Requirements of the Contractor	3
1.5	Submittals	4
1.6	Reimbursement of Costs and Expenditures	8
2.0	SCRRRA SAFETY SERVICES	8
2.1	SCRRRA Employee-In-Charge (EIC)	8
2.2	Right to Challenge Sufficiency on On-Track Safety	9
2.3	Work Requiring Protection of Track and Operations	9
3.0	CONTRACTOR SAFETY REQUIREMENTS	10
3.1	Contractor General Safety Requirements	10
3.2	Personnel Protective Equipment	12
3.3	Maintenance of Work Area	13
3.4	General Precautions When Working Near Electrical Conductors	13
3.5	Safety Training and Communication	14
3.6	Emergency Response and Accident Reporting	15
4.0	TRACK OCCUPANCY AND WORK WINDOWS	16
4.1	Description of Location and Traffic	16
4.2	Coordination with Rail Traffic	17
4.3	Work Windows and Track Access	17
4.4	Requesting Work Windows	19
4.5	Project Specific Work Windows	21
4.6	Extraordinary Work	21
4.7	Track Back In Service	22
4.8	SCRRRA Service Impacts and Damages	22
5.0	CONSTRUCTION	23
5.1	Demolition and Removal	23
5.2	Storage of Materials and Equipment	24
5.3	Excavation and Backfill	25
5.4	Shoring and Support of Excavation	26
5.5	Drilling and Pile Driving	27
5.6	Boring and Jacking	27
5.7	Temporary Structures	28
5.8	Hoisting Operations	28
5.9	Clearances	30
5.10	Temporary Vehicular Traffic Control	31
5.11	Performance Bond	32

6.0	UTILITIES	32
6.1	Protection of Underground Facilities	32
7.0	HAZARDOUS AND CONTAMINATED MATERIALS	34
7.1	Discharge	34
7.2	Notification, Control and Disposal	34
8.0	INSPECTION AND OBSERVATION.....	34
8.1	Site Inspections by SCRRRA and Others	34
8.2	SCRRRA Efficiency Testing	35
8.3	Scope of Inspections and Observations	35
9.0	CLEANING AND RESTORATION	35
9.1	Cleaning of Right-of-Way	35

EXHIBITS

Exhibit A	Site Specific Work Plan (SSWP) - Scope of SSWP	36
Exhibit B	Site Specific Work Plan (SSWP) Checklist	38
Exhibit C	Construction Submittal Checklist	42
Exhibit D	Sample Site Specific Work Window	43

Rules and Requirements for Construction on SCRRA Right-of-Way

1.0 GENERAL

1.1 Purpose

- A. The rules and requirements are adopted to protect the Southern California Regional Rail Authority's (SCRRA) operations, including the proper manner of protecting the tracks, signals, fiber optic cables, pipe lines, other Right-of-Way, and tenants or licensees upon, adjacent to, across (under, and/or over), and along SCRRA and Member Agency Right-of-Way during the construction and/or maintenance activities on or adjacent to the Right-of-Way.
- B. The information in this document is intended to improve communication and cooperation on construction and improvement projects that may involve the railroad Right-of-Way. The goal of SCRRA is the facilitation of a safe work environment for its employees, Contractor's employees, and for the public.
- C. SCRRA must give careful consideration to anything that could adversely affect customer service, funding shortfalls for the services provided by SCRRA for use of railroad Right-of-Way, and risk to railroad operation.

1.2 Definitions

Contractor	Contractor is an individual, firm, third party, partnership or corporation, or combination thereof, private, municipal or public, including joint ventures, retained by SCRRA or another public entity to provide construction or maintenance services which may impact Right-of-Way and who is referred to throughout this document by singular number and masculine gender.
Member Agency	The county transportation agency whose property is directly affected by the Project. SCRRA Member Agencies include: the Los Angeles Metropolitan Transportation Authority (METRO), the Orange County Transportation Authority (OCTA), the Riverside County Transportation Commission (RCTC), the San Bernardino Associated Governments (SANBAG) and the Ventura County Transportation Commission (VCTC).
Operating Envelope	An imaginary line, measured 20 feet horizontally from the rail on the track on which trains or "on-track" equipment operate or may potentially operate. The Operating Envelope also includes the width and length of any active station platform. This imaginary pair of lines, which define the outside boundaries of the Operating Envelope, extend vertically up and down infinitely.
Operating System	Includes but is not limited to the tracks on which trains and on-track equipment operate or may potentially operate, and in addition any facilities closely related to the operation of the railroad system including signal and communication masts, bridges, poles, cables, and houses, track bridges, tunnels, culverts, grade crossings and station platforms."

Rules and Requirements for Construction on SCRRA Right-of-Way

Project	The work (products, materials, facilities and improvements as required by the contract) to be performed pursuant to the contract documents.
Public Agency	Public Agency is defined to mean (i) the federal government and any agencies, departments or subdivisions thereof, and (ii) the State of California or any other state, and any Public Agency, city, city and Public Agency, district, public authority, Public Agency, joint powers, municipal corporation, or any other political subdivision or public corporation therein.
Right-of-Way	Right-of-Way is defined herein to mean the real and/or personal property of SCRRA or Member Agency(s).
SCRRA	Southern California Regional Rail Authority (SCRRA) is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Sections 6500 et seq., to build and operate the "METROLINK" commuter train system. The five-county member agencies are: Los Angeles County Metropolitan Transportation Authority ("METRO"), Ventura County Transportation Commission, Orange County Transportation Authority, San Bernardino Associated Governments, and Riverside County Transportation Commission. SCRRA builds, operates and maintains a commuter rail system in the five-county area on rail rights-of-way owned by the member agencies.
SSWP	Site Specific Work Plan (SSWP) is a program, plan, and schedule prepared and submitted by the Contractor and approved by SCRRA that accurately describes and illustrates the manner in which work within the Right-of-Way will be accomplished; the impacts on any elements of the Right-of-Way, SCRRA operations, SCRRA facilities; and the manner in which work will be accomplished with SCRRA allotted work windows.

1.3 Acronyms

The following acronyms are used in this document:

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
	American Public Works Association
AREMA	American Railway Engineering and Maintenance of Way Association
ASTM	American Society for Testing and Materials
BNSF	Burlington Northern & Santa Fe Railway
Caltrans	California Department of Transportation

Rules and Requirements for Construction on SCRRRA Right-of-Way

CPUC	California Public Utilities Commission
DOC	Dispatch and Operations Center
EIC	Employee-In-Charge
FRA	Federal Railway Administration
METRO	Los Angeles County Metropolitan Transportation Authority
MUTCD	Manual of Uniform Traffic Control Devices
OCTA	Orange County Transportation Authority
OSHA	Occupational Safety and Health Administration
PPE	Personnel Protective Equipment
PTC	Positive Train Control
RCTC	Riverside County Transportation Commission
SANBAG	San Bernardino Associated Governments
SCRRRA	Southern California Regional Rail Authority
SSWP	Site Specific Work Plan
UPRR	Union Pacific Railroad
VCTC	Ventura County Transportation Commission
WATCH	Work Area Traffic Control Handbook

1.4 General Requirements of the Contractor

- A. All railroad tracks within and adjacent to the Project site are to be assumed active and rail traffic over these tracks must be maintained throughout the Project. Rail traffic may include both through trains and switching moves to local customers. SCRRRA and other railroad traffic and operations can occur continuously throughout the day and night on these tracks and may not be interrupted except as approved by SCRRRA and the other operating railroads using the tracks. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with rail operations.
- B. The Contractor, and its sub-contractors of any tier (collectively referred to as the Contractor), must coordinate its work with SCRRRA during construction of the Project when any of the following conditions are present:
 - 1. Where work is performed on the Right-of-Way of SCRRRA;
 - 2. When the work is over or under or adjacent to the tracks of SCRRRA;
 - 3. When excavations are performed within 30-feet of the centerline of the nearest track; or
 - 4. When the work has the potential to foul (obstruct) any track or reduce any clearance below the allowable minimum.
- C. The Contractor may not move, relocate, remove, obstruct, or otherwise interfere with any railroad tracks, signals, cables, signs, flags, or other railroad facilities, or any service or connection to any railroad facility. All work on SCRRRA tracks, signals, communication equipment, and other railroad facilities must be performed by SCRRRA.
- D. The Contractor's ability to enter Right-of-Way is subject to the absolute right of

Rules and Requirements for Construction on SCRRA Right-of-Way

SCRRA to cause the Contractor's work on Right-of-Way to cease if, in the sole opinion of SCRRA, the Contractor's activities create a hazard to Right-of-Way, or SCRRA employees, or SCRRA operations, or any combination thereof.

- E. The Contractor shall inform itself of the expected train movements over the tracks in the vicinity of the work prior to developing its plans for any portion of the work. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains.
- F. The Contractor shall obtain permission in writing from SCRRA for movement of equipment on track or across tracks at locations other than public crossings. Such permission may not necessarily be granted. If it is granted, the Contractor shall comply with any condition required such as, but not limited to, the bridging of rail and protection of ballast section. Damages to the track structure will be repaired at the Contractor's sole expense.
- G. The Contractor shall perform no work on Right-of-Way until all its employees, including sub-contractors of any tier, have attended and passed the safety orientation class described in SCRRA Form 6, "Temporary Right-of-Entry Agreement".
- H. The Contractor shall adequately supervise all work performed by its employees and Subcontractors. Subcontractors of any tier, suppliers, owner-operators, and invitees of the Contractor are not recognized as such by SCRRA and are to be considered as employees of the Contractor for the purpose of carrying out the Contractor's obligations while working on, over, or adjacent to Right-of-Way.

1.5 Submittals

- A. Whenever work is performed within the vicinity of Right-of-Way, or when work may affect the operation or safety of trains, or for temporary or short-term uses of Right-of-Way, appropriate right-of-entry agreements and the method of performing the work shall first be submitted to SCRRA Representative for approval. SCRRA Form No. 4, "Agreement for Moving Oversized Loads Over Highway-Rail Grade Crossings" for the movement of oversize vehicles over the crossings; SCRRA Form No. 5, "Indemnification and Assumption of Liability Agreement" for temporary uses of rights of way (such as surveying activities and shallow geotechnical investigations); and SCRRA Form No. 6, "Temporary Right-of-Entry Agreement" for projects involving construction shall be submitted to SCRRA for review and approval.
- B. SSWP:
 - 1. All work with the potential to impede the normal functioning of any part of the Operating System shall include a detailed SSWP's showing schedule of events, indicating the expected hourly progress of each activity that has duration of one hour or longer. The schedule shall include a time at which each activity planned under the SSWP and the requested Work Window will be completed, and the total duration of all the construction

Rules and Requirements for Construction on SCRRA Right-of-Way

activities shall be less than the approved Work Window. Failure of the Contractor to complete the scheduled activities by the planned time or to put in place an approved contingency plan may adversely affect the operations of scheduled trains.

2. The Contractor shall refer to SCRRA's Site Specific Work Plan Scope of SSWP (Exhibit A) prior to submitting SSWP. The Contractor shall submit SCRRA's SSWP Checklist (Exhibit B).
3. The SSWP shall include at minimum the information specified below.
 - a. The SSWP shall include scope, brief schedule, location, equipments, material and staging, schedule, haul routes, safety plan, contingency plan, worksite representative, emergency response plan, excavation plan, boring and jacking plan, drilling and pile driving plan, falsework plan, and temporary traffic control plan.
 - b. All activities necessary to perform construction activities within the Operating Envelope, including use of stations, tracks, signals, proposed storage areas and any other railroad facility.
 - c. A description of any proposed changes in the Operating System between start and finish of the work, including any requested Work Windows.
 - d. A schedule of the work, showing each activity and where and how it affects normal operation of the Operating System. This schedule shall integrate and allow for the necessary work of the Signal and Communication forces. Each activity in the plan shall include all labor, materials, and equipment required to complete the activity within SCRRA allotted time period. The Contractor shall identify on the schedule all SCRRA furnished labor, equipment and materials.
 - e. The Contractor shall have SCRRA approved contingency plans for putting the Operating System back in operation in case of an emergency, or in case the Contractor fails to perform and complete the work on time. The contingency plans shall address the various stages of activities necessary to restore the System.
 - f. List all of the approved proposed work plans to be performed under the SSWP, and provide the name(s) and number(s) of the Contractor's supervisor(s) in charge of the SSWP tasks.
 - g. Plans showing all the existing underground and overhead utilities, including SCRRA's signal and communications cables when the excavation, boring and jacking, and drilling & pile driving work is within twenty feet of railroad tracks. The plans will show the actual locations of utilities based on potholing operation.

Rules and Requirements for Construction on SCRRA Right-of-Way

4. The SSWPs must be of sufficient detail, clarity, and organization to permit easy review and approval by SCRRA before the proposed work is performed. The SSWP shall be submitted and approved prior to starting work. The Contractor shall anticipate obtaining approvals from SCRRA as follows:
 - a. At least 14 calendar days prior to start of the work within the Operating Envelope for work other than signal or third-party activity.
 - b. At least 30 calendar days prior to the start of work for work involving signal or third-party installation.
 5. SCRRA may request explanations and changes to the SSWP to conform the SSWP to the requirements of the Contract Documents. If the SSWP is not acceptable, the Contractor shall revise the SSWP to make it acceptable. The Contractor is responsible for submitting a revised SSWP that can be reviewed and approved by SCRRA at least seven days in advance of any work that affects the Operating System.
 6. The Contractor will be informed if the SSWP is acceptable not less than seven calendar days prior to the scheduled start of work within the Operating Envelope. Once the plan is accepted, the Contractor shall assemble the resources necessary to perform the work represented by the SSWP, so that necessary resources are available one calendar day before the work is to be accomplished, thereby demonstrating to SCRRA the readiness of the Contractor to perform the work. At this time, SCRRA will make a final decision as to whether or not the Work is to proceed as planned or be canceled.
- C. The Contractor shall provide a detailed construction schedule to SCRRA for review and approval prior to commencement of work within or adjacent to the Right-of-Way. The Contractor shall use activity codes to identify specific activities that involve work within or adjacent to Right-of-Way. Activities that involve working within reduced clearances must also be identified by a unique activity code. This schedule shall be updated for all critical events as necessary but not less than monthly so that site visits may be scheduled at the appropriate times. A copy of each schedule update shall be furnished to SCRRA. The Contractor shall also furnish SCRRA, at the beginning of each week, with a look-ahead schedule projecting the Contractor's activities for three weeks in advance of the week in which the look-ahead schedule is issued.
- D. For major construction projects, the Contractor shall submit, as soon as possible, but no later than 20 working days after a Notice to Proceed (NTP) with any portion of the work, for SCRRA's review and approval, a document control plan. The document control plan shall describe and illustrate the process (including roles, responsibilities, and contact information) by which the firms and individuals responsible for submitting, reviewing, and approving all submittals from the Contractor to the local agency, will manage the flow of submittals and

Rules and Requirements for Construction on SCRRRA Right-of-Way

information. The document control plan must also include a master list of submittals. A preliminary list of submittal is included in Exhibit C. The Contractor shall also submit, not later than 20 working days after the NTP, a testing and inspection plan that identifies the tests and inspections required, the point during construction at which each test or inspection is to be performed, and the entity responsible for performing each test or inspection on both temporary and permanent work.

- E. Construction submittals requiring SCRRRA approval, and Requests for Information (RFI) requiring a reply from SCRRRA, must be forwarded to the Public Agency who in turn will forward to SCRRRA Representative. Unless waived by SCRRRA, all submittals made to SCRRRA must bear an approval stamp indicating the acceptance of the submittal by the Public Agency, and include a statement that the submittal conforms to the requirement and standards of SCRRRA included with the Contract. Where required by SCRRRA rules, standards, guidelines, and other requirements, the Contractor shall submit plans, calculations and other documents prepared under the direction of a Registered Professional Engineer licensed to practice in California.
- F. The Contractor shall submit general insurance and railroad protective insurance certificates to SCRRRA as a part of SCRRRA Form No. 6, "Temporary Right-of-Entry Agreement". The Contractor shall maintain all insurance in full force during the time that its work is performed on or adjacent to Right-of-Way. SCRRRA forms, manuals and guidelines are available on its website www.metroinktrains.com (About Us, Engineering and Construction).
- G. No work shall take place within Right-of-Way until appropriate right-of-entry agreement, SSWP, schedule, and document control plan have been reviewed and approved by SCRRRA. If a change occurs in the process, involvement of firm, or individuals named in the document control and SSWP, the Contractor shall immediately revise the document control and SSWP and submit the changes for approval.
- H. SCRRRA shall be allowed 20 working days for review of all submittals. Upon written approval by the Public Agency, the Contractor may make the submittals directly to SCRRRA Representative and the Public Agency simultaneously. However, SCRRRA will not approve any submittal for which the approval of Public Agency is required until the Public Agency has first reviewed and approved the Contractor's submittal.
- I. SCRRRA's review and approval of the Public Agency's or the Contractor's plans in no way relieves the Public Agency and Contractor from their responsibilities, obligations or liabilities under the Contract between the Public Agency and the Contractor, or SCRRRA Form 6, "Temporary Right-of-Entry Agreement". SCRRRA's review and approval will be given with the understanding that SCRRRA makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the designs prepared by Public Agency or the Contractor, and that any reliance by the Public Agency or the Contractor with respect to such designs is at the risk of the Public Agency and the Contractor.

Rules and Requirements for Construction on SCRRA Right-of-Way**1.6 Reimbursement of Costs and Expenditures**

- A. The Contractor agrees to reimburse SCRRA or any Member Agency and/or any Operating Railroad for all cost and expense incurred by SCRRA or Member Agency in connection with work and safety services, including without limitation the expense of engineering plan review, administrative costs to process approvals and agreements, annual overhead rates, safety training, utility markings, and SCRRA EIC and protective services as SCRRA deems necessary. The Plan review, administrative, safety training, and utility marking costs and fees paid to SCRRA as a part of the Right-of-Entry are not refundable.
- B. The cost of SCRRA provided services are shown SCRRA's Schedule of Fees. This table is available on SCRRA's website. The direct link to the Schedule of Fees is as shown below.

http://www.metrolinktrains.com/pdfs/EngineeringConstruction/SCRRA_ROE_Schedule_of_Fees_08.10.16.pdf

- C. SCRRA will provide the cost of all SCRRA services based on Contractor's input. Prior to commencement of work, the Contractor shall provide deposit representing the estimated expense to be incurred by SCRRA and Member Agency in connection with said work. As the work progresses, SCRRA may require additional progress payments as the scope of work changes or becomes clearer. SCRRA may discontinue services to Contractor pending receipt of progress payments. The deposit and progress payments shall be applied to SCRRA's and Member Agency's actual costs and expenditures. The Contractor shall be responsible to pay any amount exceeding the above payments upon receipt of notice or invoice by SCRRA.

2.0 SCRRA SAFETY SERVICES**2.1 SCRRA Employee-In-Charge (EIC)**

- A. Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by the Contractor within or adjacent to the Right-of-Way of SCRRA must be in compliance with this Form 37 and the requirements of SCRRA Form 6, "Temporary Right-of-Entry Agreement".
- B. SCRRA Employee-in-Charge (EIC) is responsible for on-track safety anytime that work is underway on or adjacent to the track. Services of an EIC will be provided by SCRRA using railroad personnel trained and qualified under the rules of the Federal Railroad Administration and qualified to work on SCRRA Subdivision on which they will be providing services. All persons acting as an EIC will be furnished through SCRRA. Personnel of the Contractor may not provide an EIC or perform flagging or other protective services for railroad operations. No work may begin until the EIC is present at the work site and proper protection has been provided.
- C. The EIC will provide job briefings and safety protection to assure the contractor a

Rules and Requirements for Construction on SCRRA Right-of-Way

safe work environment and the safe passage of trains. The EIC will conduct job briefings at the start of every work shift and every change of conditions affecting roadway worker safety during a work shift. The EIC has the authority to temporarily or permanently halt work or to temporarily or permanently remove employees of the Contractor from the Right-of-Way in order to assure the work is conducted safely. The Contractors' employees must comply immediately with all instructions of the EIC involving work within or affecting the Right-of-Way of SCRRA.

2.2 Right to Challenge Sufficiency on On-Track Safety

- A. The employees of the Contractor may, during the job briefing process, request clarification of the protection against trains being provided by the EIC. If an employee of the Contractor does not believe that the protection against trains is sufficient, the employee may at any time, in good faith, challenge the form of protection established by the EIC and must remain clear of all tracks until the challenge is resolved. Federal regulations and SCRRA rules require that the EIC, Contractor supervisor and SCRRA supervisor must resolve the challenge before work can begin. A Good Faith Challenge Form must be completed by the parties involved.
- B. If the Contractor disagrees with any instructions from the EIC, the contractor and contractor employees must immediately clear the tracks to a safe location. After employees are clear of tracks, the contractor may contact the EIC's supervisor to resolve any disagreement over the instruction provided.

2.3 Work Requiring Protection of Track and Operations

- A. The Contractor must request and arrange for an EIC, inspector, or other protective services from SCRRA for the following conditions:
 - 1. When the Contractor's work activities are within the Right-of-Way of SCRRA.
 - 2. When the Contractor's work activities are located over or under a track or tracks.
 - 3. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the Right-of-Way could foul the track in the event of tip-over or other catastrophic occurrence.
 - 4. When in the opinion of SCRRA it is necessary to safeguard the employees, trains, engines and facilities of SCRRA.
 - 5. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
 - 6. When work in any way interferes with the safe operation of trains at timetable speeds.
 - 7. When any hazard is presented to railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - 8. When clearing, grubbing, grading, or blasting is in proximity to the Right-of-Way which, in the opinion of SCRRA or representative of an SCRRA

Rules and Requirements for Construction on SCRRA Right-of-Way

- member agency, may endanger the Right-of-Way or operations.
9. When street construction and maintenance activities, located within the Right-of-Way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.
- B. The services of an EIC are generally provided by one employee. However, additional personnel may be required to protect the facilities and operations of SCRRA, if deemed necessary by SCRRA representative or other authorized SCRRA employee. The maximum shift duration for one EIC is 10 hours. Under "Form B" protection, the 10 hours includes 8 hours of the Contractor work and two (2) hours to install and remove Form B flags. The Contractor shall not be allowed to work within the Operating Envelope during the 2-hour flag installation and removal. The minimum shift duration for flagging services is four (4) hours. If the Contractor desires to perform activities requiring an EIC that are longer than 10 hours' duration, then the Contractor shall coordinate with SCRRA to schedule multiple EICs for said Work.
 - C. The estimated cost for one (1) EIC is \$1,500 for an eight (8) hour basic day plus two hours of overtime (10 hours total). The estimated cost for each EIC includes vacation allowance, paid holidays, railroad and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging, and supervision. However, the rate for an EIC in effect at the time of performance of the work by the Contractor hereunder will be used to calculate the actual costs of the services of an EIC pursuant to this paragraph. Billing will be on an actual cost basis.
 - D. The Contractor shall call the phone number provided with the executed copy of SCRRA agreement, a minimum of 15 working days in advance of the date that services of an EIC will be required. An EIC will not be scheduled until the Contractor has executed SCRRA agreement and the Contractor has attended the required safety training.

3.0 CONTRACTOR SAFETY REQUIREMENTS

3.1 Contractor General Safety Requirements

- A. The Contractor shall comply with the provisions of all local, State, and Federal regulations; with all applicable Specifications, standards, and recommended practices; and with SCRRA policies, procedures and requirements. Where the State and Federal regulations have differing requirements, the Contractor shall comply with that which is more stringent.
- B. Safety takes precedence over deadlines, production schedules, and all other considerations. When uncertainty arises, take the safest course. Remember that accidents are often the result of carelessness, unsafe practices, lack of attention, and complacency.

Rules and Requirements for Construction on SCRRA Right-of-Way

C. The following rules must be followed at all times:

1. Using, possessing, or working under the influence of alcohol or drugs is not permitted anywhere on Right-of-Way. This includes prescription drugs that cause drowsiness or otherwise impair a person's ability to perform an assigned task. SCRRA may require employees of the Contractor to submit urine or other toxicological samples to be used for drug and alcohol testing after an accident or incident occurring within the Right-of-Way.
2. Any employees, agents or invitees of Contractor or its sub-contractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from Right-of-Way and subsequently released to the custody of a representative of the Contractor's management. An employee removed for violation of the drug or alcohol policy will not be permitted future access to the Right-of-Way.
3. SCRRA may require employees of the Contractor to submit urine samples for drug and alcohol testing after an accident or incident.
4. The use or possession of unauthorized radio equipment is prohibited. The use of personal radios (including iPod, MP3 players, and similar devices), and cell phone ear pieces while working is prohibited.
5. The use of cellular phones within 25-feet from the nearest rail is prohibited.
6. Horseplay, physical altercations, running or jumping is prohibited.
7. Firearms or other deadly weapons, including knives are prohibited.
8. Work on public streets, roadway crossings, and highway bridges must conform to the California Vehicle Code and the standards given in the California Manual of Uniform Traffic Control Devices, and must be performed with due regard for the convenience and safety of the public.
9. Only authorized employees are allowed on engines, cars, cabooses, track cars or other railroad equipment.
10. Contractor employees must exercise care to prevent injury to themselves or others.
11. Employees must be alert and attentive at all times when performing their work.
12. Any defective tools, machinery and equipment are prohibited from use on Right-of-Way and, if found, must be removed immediately.
13. When on or near the tracks, the following precautions must be taken:
 - a. Keep clear of all tracks unless the EIC has provided a job briefing and identified the On-Track Safety protection in effect. No work may begin until the EIC is present at work site and a job briefing has been conducted.
 - b. Always look both ways before crossing tracks. Always step over the rails when crossing the tracks. Never walk, stand, or sit on the rails. The rail surface can be extremely slippery.
 - c. Always face the direction from which the train or on-track equipment is approaching.
 - d. Avoid track switches. The switch points are controlled from a remote location, can move unexpectedly, and exert enough force

Rules and Requirements for Construction on SCRRRA Right-of-Way

- to crush ballast rock. Stand 150 feet from track switches when trains are approaching. Stay away from any other railroad device with which you are not familiar.
 - e. Always walk single file when crossing the tracks in a group.
 - f. Never stand between adjacent tracks in multiple track territory when a train is passing.
 - g. Always cross at least 20 feet away from the end of equipment: i.e. engines, railroad cars, or on-track equipment
 - h. Do not pass between standing locomotives, railroad cars or on-track equipment when there is less than 50 feet between the equipment.
 - i. Never cross tracks by going underneath, over or through cars, engines or on-track equipment.
 - j. Work is not allowed within 50 feet of the track centerline while trains are passing the work site. Always stand as far back as possible to prevent injury from flying debris or loose rigging.
 - k. Always visually inspect all passing trains. If you detect a dangerous condition, inform your EIC or watchman immediately. The EIC or watchman will notify the train crew.
 - l. Always stop equipment while a train is passing through your working limits. No movement will be allowed toward an approaching train that would cause the engineer to believe the track might be fouled.
 - m. Trains travel faster than they appear and are relatively quiet. Trains may operate with cab car forward. You should not rely on past experiences to determine train schedule. Train schedules are unpredictable and are subject to changes and/or delays.
- D. Always expect a train on any track at any time. Trains may stop, reverse direction, set out cars, or run around stopped trains without notice. Expect movement of locomotives, railroad cars or on-track equipment on any track in either direction at any time.

3.2 Personal Protective Equipment

- A. All persons working on, over, or under Right-of-Way must be equipped with personal protective equipment meeting applicable OSHA and ANSI specifications. Personal protective equipment must be appropriate for the task performed. Employees, subcontractors, suppliers, agents or invitees of Contractor shall possess the following minimum equipment while on the right-of way:
1. Safety glasses with side shields conforming to ANSI Z87.1 - Occupational and Educational Personal Eye and Face Protection Devices;
 2. Protective Helmets (Hard Hats) conforming to ANSI Z89.1 - Requirements for Protective Headwear for Industrial Workers, Type I or II, Class G or E;
 3. Safety shoes with hardened toes conforming to ANSI Z41.1 – Personal Protection - Protective Footwear. Shoes must lace above the ankle and have a defined heel;

Rules and Requirements for Construction on SCRRA Right-of-Way

4. High visibility ORANGE (and only orange) retro-reflective work wear. (Green and Red shirts, vests, or other outerwear are not permitted within Right-of-Way because of the use of the same colors for signals to trains).
 5. SCRRA railroad safety training card in possession.
- B. Hearing protection, face and eye shields, fall protection, gloves, and respirators must be worn as required by State and Federal regulations.

3.3 Maintenance of Work Area

- A. The Contractor must not pile or place any materials, articles, or equipment, nor park any machinery or equipment within Right-of-Way, or closer than 25'-0" to the center line of the nearest track, or in a manner that blocks access to SCRRA facilities and equipment. Soil, aggregates, or other similar loose materials must be covered to prevent migration of the material toward the track. Dust or blowing soil or debris must be controlled in accordance with South Coast Air Quality Management District Rule No. 402 and Rule No. 403.
- B. Materials, machinery or equipment must not be stored or left within 250 feet of any highway railroad at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. For construction on Right-of-Way the Contractor must establish a storage area with concurrence of SCRRA prior to beginning work, or as part of a site specific work plan.
- C. Machines or vehicles must not be left unattended with the engine running. Parked machines and equipment must be turned off and must be in gear with brakes set. If equipped with blade, pan or bucket, the blade, pan or bucket must be lowered to the ground. All machinery and equipment permitted to be left unattended on Right-of-Way must be left inoperable and secured against movement. Do not park vehicles over vegetation that might be ignited by the heat from the vehicle's exhaust system.
- D. The Contractor must not create and leave any conditions at the work site that would interfere with stormwater drainage. Any work performed over water must meet all Federal, State and Local regulations.

3.4 General Precautions When Working Near Electrical Conductors

- A. All wires and cables must be considered to carry electric current at high voltage and to be dangerous unless informed to the contrary by proper authority. When using temporary power cords, cords must never be placed over the rails, and employees must not place any metal objects across the rails.
- B. For all power lines the minimum clearance between the lines and the top of the rail must be as shown below:

Rules and Requirements for Construction on SCRRA Right-of-Way

ITEM	MINIMUM CLEARANCE
Electric wires carrying less than 750 volts	27' 0"
Electric wires carrying 750 volts to 15,000 volts	28'-0"
Electric wires carrying 15,000 volts to 20,000 volts	30'-0"
Electric wires carrying more than 20,000 volts	34'-0"

- C. For all power lines the minimum clearance between the lines and any part of the equipment or load must be as shown below:

ITEM	MINIMUM CLEARANCE
Electric wires carrying less than 200 KV	15' 0"
Electric wires carrying 2000 KV to 350 KV	20'-0"
Electric wires carrying 350 KV to 500 KV	25'-0"
Electric wires carrying 500 KV to 750 KV	35'-0"
Electric wires carrying 750 KV to 1000 KV	40'-0"

- D. If Cal/OSHA, CPUC, and/or the utility owners clearance requirements are more restrictive than those shown herein than the most restrictive clearances shall apply.
- E. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means. When the height of overhead wire lines cannot be determined from the available records, the actual height must be determined by field survey.
- F. All damage to the Right-of-Way, facilities, or property of SCRRA, or any accident or incident within SCRRA right-of-way, or any hazard noticed on passing trains must be reported immediately to the railroad EIC, if an EIC is present, or in the absence of a railroad EIC, to SCRRA's Dispatch and Operations Center (DOC) at (888) 446-9715 or (909) 596-3584. Any vehicle or machine which comes in contact with the track, signal equipment, structure or other railroad installation or facility, regardless of the force of the impact, may result in the derailment of a train and must be reported immediately to SCRRA representative and to the EIC, if an EIC is present, or in the absence of a railroad EIC, to DOC.

3.5 Safety Training and Communication

- A. All personnel working on, over, or adjacent to Right-of-Way must attend a railroad safety training class and pass an examination covering the information presented in the class. Persons not regularly employed on the Project, or at the Project site only intermittently, are not exempted from this requirement.

Rules and Requirements for Construction on SCRRA Right-of-Way

- B. Before beginning any task on the Right-of-Way of SCRRA, a thorough job safety briefing must be conducted with all personnel involved with the task. The briefing must include the Contractor's job hazard analysis, its plan for conducting the work, and the procedures the Contractor will use to prevent its employees, sub-contractors, suppliers, agents or invitees from moving any equipment adjacent to or across any SCRRA tracks without the appropriate protection for the Contractor and the railroad operations. Additional job safety briefings must be conducted anytime that the job tasks, or conditions affecting the job tasks, change or are revised.
- C. When Contractor employees are required to work on Right-of-Way after normal working hours or on weekends, the Public Agency and SCRRA Representatives must be notified. A minimum of two Contractor employees must be present at all times. If work is within or near Right-of-Way an EIC will be required, and a representative of the Public Agency must also be present on the Project site.
- D. The Contractor shall develop and provide an emergency action plan indicating the location of the site, contact names and phone numbers, directions for access to the site, instructions for emergency response, and location of the nearest hospitals. The plan must also cover the Contractor's means of preventing fires arising from the Contractor's operations, and the Contractor's methods of fire suppression. The plan must also include the local direct phone numbers and locations of the nearest fire and police departments. Phone numbers for utility and SCRRA emergency response must be obtained from SCRRA representative prior to the start of any work and must be posted at the job site.

3.6 Emergency Response and Accident Reporting

- A. Prior to starting work, the Contractor must provide the EIC with the emergency phone numbers for the Project. At a minimum, phone numbers must be provided for paramedics, fire, police, utility response, SCRRA Representative, Contractor Superintendent, Dispatch and Operations Center (DOC), and the Metrolink Signal emergency number. A map and directions to the site must be immediately available for the use of the EIC.
- B. In emergency situations the following apply:
 - 1. Immediately report to the EIC any accidents, personal injuries, defects in tracks, bridges, signals, utilities or communication facilities or any unusual condition that may affect the safe operation of the railroad.
 - 2. When a person is injured, stop work and ensure everything possible is done for the injured person. Also take the following immediate action: Notify the fire, police, or paramedics as appropriate, and notify the Metrolink Dispatch and Operations Center (DOC); provide an individual or individuals to guide emergency response personnel to the site; make sure that all access ways are cleared for emergency vehicle access; and immediately report to the EIC any accidents, personal injuries, defects in tracks, bridges, signals utilities or communication facilities or any unusual condition that may affect the safe operation of the railroad.

Rules and Requirements for Construction on SCRRA Right-of-Way

3. If equipment was involved in the incident, it must not be moved until examined to ensure the equipment was in proper working condition, unless movement is necessary to prevent further injury or risk to persons or property.
 4. In case of personal injury, loss of life, or damage to property, the EIC must immediately document the names, addresses and occupation of all persons involved, including all persons at the scene regardless of whether these persons give a statement about the incident. This information should be included in the incident reports. The Contractor's cooperation with, and assistance to, the EIC is a requirement of accessing Right-of-Way.
 5. If an incident causes personal injury or death, all tools, machinery and other equipment involved, including premises where such accident occurred must be promptly inspected by the EIC. Tools, equipment and machinery must be secured until the EIC, Safety Officer, or other competent person has completed an inspection. A report of such inspection, stating the conditions found and names of persons making the inspection must be promptly forwarded to SCRRA and the supervising officer of person making the inspection.
- C. Information concerning incidents or personal injuries occurring to persons who are not employees, must not be given to anyone except authorized representatives of SCRRA or an officer of the law.

4.0 TRACK OCCUPANCY AND WORK WINDOWS**4.1 Description of Location and Traffic**

- A. The Contractor shall obtain permission in writing from SCRRA for movement of equipment on track or across tracks at locations other than public crossings. Such permission may not necessarily be granted. Damages to the track structure will be repaired at the Contractor's sole expense.
- B. The mainline tracks, within the limits of Project site, are under direct control of SCRRA dispatcher. No track shall be fouled without authorization and presence of an SCRRA EIC on the scene. For all work with the potential to foul the track, the Contractor shall allow sufficient time in his work schedule for the EIC to clear trains. Up to 15 minutes may be required for the EIC to clear each train, during which time the Contractor must not foul the track. Such time required to clear scheduled trains shall not be an acceptable reason for submitting contract change requests or delay claims to SCRRA. Scheduled trains may be up to 15 minutes behind schedule, and such tardiness will not be an acceptable reason for submitting contract change requests or delay claims to SCRRA.
- C. Positive Train Control (PTC) is in effect for PTC-equipped trains on all main line tracks, controlled sidings, and tracks as designated by SCRRA Timetable. The purpose of a PTC System is to prevent train-to-train collisions, over speed

Rules and Requirements for Construction on SCRRA Right-of-Way

accidents, incursion into work zones, and movements through a misaligned switch by requiring automatic control systems to override mistakes by human operators. Accurate and up-to-date reporting of field work activity, especially activity that result in changes in signal and track assets, Track Charts, Composite Maps, PTC database is important for safe railroad operations. The Contractor shall work with SCRRA personnel to coordinate and follow the Change Request Process for all changes that affect the PTC system at the beginning of the Project. This will allow SCRRA to communicate to the Contractor any risks, impacts, additional tasks, or constraints to the Project so the Contractor can better plan the work without affecting the Project or the SCRRA PTC system.

4.2 Coordination with Rail Traffic

- A. The Contractor's operations are subordinate to the operation of trains on Right-of-Way, whether passenger or freight. All work upon Right-of-Way shall be done at such times and in such a manner as to not interfere with or endanger SCRRA Operations. SCRRA will strive to cooperate with the Contractor such that the work may be handled and performed in an efficient manner. However, the Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event its work is delayed by rail operations.
- B. All forecasts of train traffic and schedules are approximate. The public time table or schedule shall be used for planning purposes only and shall not be used for scheduling actual work in the vicinity of the railroad tracks in the absence of a railroad EIC. SCRRA, UPRR, BNSF, and Amtrak may run additional trains as needed to perform their respective obligations. The operation of extra and special trains will be at sole discretion of SCRRA. The Contractor's work may be halted or delayed whenever necessary to accommodate train service.
- C. Persons acting as an EIC are generally dispatched to projects in the order requested. An EIC may not be available at all times without advance notice. The Contractor is encouraged to schedule the services of an EIC or inspector a minimum of 15 working days in advance of any planned operation to avoid delay. Any work to be performed by the Contractor, which requires services of an EIC or inspector, shall be deferred until an EIC or inspector is available at the job site.

4.3 Work Windows and Track Access

- A. All work on, over, or adjacent to the tracks must be coordinated with SCRRA, and the Contractor's work is subject to SCRRA operating rules for work on main tracks and other than main tracks. Project Specific Work Windows shall be obtained from SCRRA. The Project Specific Work Window hours and days are not included here in this document and shall be obtained from other project related documents.
- B. Work Window: A period of time with specific beginning and ending time and durations for which the track, signals, bridges and other Operating System elements within the Operating Envelope are temporarily removed from service or modified in some other manner and train and other operations suspended or modified to allow construction or maintenance work to occur. Written authority

Rules and Requirements for Construction on SCRRA Right-of-Way

from SCRRA and an approved Site Specific Work Plan (SSWP) is required before the Contractor is granted a Work Window. The Contractor's Work Window shall have specific geographic limits, which are defined in the approved SSWP. Modifications or suspension of train and on-track equipment movements resulting from a Work Window involves written changes to the Railroad's Rules of Train and On-Track Equipment Operations.

- C. Exclusive Track Window: An approved Work Window in which no train movements (except the Contractor or SCRRA work trains or equipment under control of the EIC, per the SSWP) will operate on any track within the window limits. The Contractor may dismantle, remove, reconstruct, or otherwise obstruct tracks within the limits of such a window. This Work may be protected by track out of service, track and time limits, or by Form B Track Bulletin.
- D. Limited Track Window: An approved Work Window for some, but not all tracks within a general Work area (e.g. one track remains for operation of trains, other tracks are available for the Contractor's Work). Movement of trains over the track(s) of a Limited Track Window is under the control of the EIC who will not authorize train movement unless and until the Contractor personnel and equipment are clear of the operating track. The Contractor may remove, construct, or obstruct only the track designated by the SSWP and must arrange the Work so that trains can operate without delay on the remaining track(s) in the Work area. This Work may be protected by track out of service, track and time, or by Form B Track Bulletin.
- E. "Form B" Work Window: An approved Work Window in which passenger, freight and all other trains and on-track equipment movements can be prohibited from entering the defined limits of a segment of track. The "Form B" Work Window does not allow the Contractor to remove from service or modify the tracks, signals, bridges, stations or other elements of the Operating System in a manner, which will delay or in any way affect the safe operation of the trains. The "Form B" Work Window allows the Contractor the ability to enter the Operating Envelope and perform construction activities subject to the conditions above. An Employee-in-Charge/Flagman from SCRRA will exercise strict control over the Contractor's construction activities in conjunction with Roadway Worker Protection requirements, to assure that the Contractor's activities do not delay or impact train service.
- F. Track and Time: An approved Work Window in which the Dispatcher will authorize men and equipment to occupy a track or tracks within limits for a certain time period. The Dispatcher authority shall include authority number, track designation, limits and time. Movements may be made in either direction within the specified limits until the limited are released.
- G. No construction work shall be performed during the New Year's Day, Memorial Day, Independent day, Labor Day, Thanksgiving days, and Christmas day holiday and weekends when Construction Management staff, or SCRRA furnished labor or equipment are not available unless approved in advance and in writing by SCRRA.

Rules and Requirements for Construction on SCRRA Right-of-Way

- H. The start time for Track Work Windows is an “average” start time dependent on location and train on-time performance, and may vary by 30 minutes either direction.
- I. Contractor must comply with any regulatory restrictions to hours of operation or other restrictions in operations during specific Work Windows.
- J. Contractor shall coordinate with SCRRA signal forces and allocate the required time and number of hours within these work windows for SCRRA signal work. Within the time limits of each work window, the Contractor shall allow time for SCRRA’s signal forces to restore and test the signal and communication system before the operation of trains, therefore the full duration of the work window is not available for the use of the Contractor. The SSWP shall designate both the time at which the Contractor must make track ready (in full compliance with the FRA Track safety Standards and with SCRRA’s Track Maintenance and Engineering Instructions) for the passage of trains, and SCRRA crew time within the work window that will be required for the signal and communications system restoration.
- K. Railroad services are important to SCRRA, freight railroads, and passengers. Any disruptions or delays affect everyone. SCRRA would like to coordinate all work in the right-of-way so that delays are minimized. The Contractor may have to share Work Windows with other contractors and SCRRA’s maintenance forces. If there is another Work Window for another project in the vicinity of this project work, SCRRA will request the Contractor to coordinate and schedule the work with the other work and the Contractor shall agree to do the construction simultaneously under the same Work Window. This may result in overtime work and the Contractor shall be responsible to pay the additional cost.
- L. SCRRA may require that certain facilities and areas be used concurrently by the Contractor and others. The Contractor shall afford access and cooperate with other contractors, including coordinating its Work with the work of these other labor forces and equipment, including employees of the SCRRA and its authorized representatives, other contractors and subcontractors, utilities working at or adjacent to the Worksite, operating trains, or personnel inspecting or maintaining the railroad during the Contractor’s period of performance for execution of the Work. The Contractor shall cooperate and communicate with any contractor performing work that may connect, complement, or interfere with the Contractor’s work, and make a good-faith effort to resolve any disputes or coordination problems with such contractor(s). The Contractor shall not be entitled to additional costs for coordination or concurrent use of any Worksite.

4.4 Requesting Work Windows

- A. The Contractor shall make requests in writing to SCRRA Representative not less than twenty-five (25) working days prior to commencing work in connection with approved work when the work will be performed within Right-of-Way under Form B Work Window or Limited Track Window. The Contractor shall provide written notice and submit its SSWP to SCRRA Representative a minimum of seventy-five (75) working days prior to the scheduled track cutovers or Exclusive Track

Rules and Requirements for Construction on SCRRA Right-of-Way

Window. The Contractor shall provide written notice to SCRRA Representative a minimum of ninety (90) working days prior to the scheduled complete Street and highway-rail grade crossing closures. The time to perform work during the complete Street and highway-rail grade crossing closures will be shared between the Contractor and SCRRA forces. All work shall be performed in accordance with previously approved SSWP.

- B. Work window shall include a detailed schedule of events, indicating the expected hourly progress of each activity that has duration of one hour or longer. The schedule shall include a time at which each activity planned under the work window and the requested work window will be completed, and the total duration of all the construction activities shall be less than the approved Work Window. Failure of the Contractor to complete the scheduled activities by the planned time or to put in place an approved contingency plan may adversely affect the operations of scheduled trains. The work window shall include the information specified below:
1. All activities necessary to perform construction activities within the operating envelope, including use of stations, sidings, and proposed storage areas.
 2. A description of any proposed changes in the operating system between start and finish of the work, including any requested work windows.
 3. A schedule of the work, showing each activity and where and how it affects normal operation of the operating system. This schedule shall integrate and allow for the necessary work of the Signal and Communication forces. Each activity in the plan shall include all labor, materials, and equipment required to complete the activity within the SCRRA allotted time period. The Contractor shall identify on the schedule all SCRRA furnished labor, equipment and materials.
 4. The Contractor shall have SCRRA approved contingency plans for putting the operating system back in operation in case of an emergency, or in case the Contractor fails to perform and complete the work on time. The contingency plans shall address the various stages of activities necessary to restore the System.
 5. List all of the approved proposed work plans to be performed under the work window, and provide the name(s) and number(s) of the Contractor's supervisor(s) in charge of the tasks.
 6. The work window must be of sufficient detail, clarity, and organization to permit easy review and approval by the SCRRA before the proposed work is performed.
- C. SCRRA may request explanations and changes to the work window to conform the work to the requirements of SCRRA. If the work window is not acceptable, the Contractor shall revise the window to make it acceptable. The Contractor

Rules and Requirements for Construction on SCRRA Right-of-Way

shall be responsible for submitting a revised work window that can be reviewed and approved by the SCRRA.

- D. No Exclusive Track Window will be allowed during the Metrolink "Holiday Train" weekend. This event is tentative scheduled between the Thanksgiving holiday and the Christmas holiday. The Contractor shall coordinate with Metrolink when this event will be scheduled.
- E. All required signal and track testing by the Contractor and SCRRA shall be completed by the end of the Exclusive Track Window.
- F. The start time for work windows is an "average" start time dependent on location and train on-time performance, and may vary by 30 minutes either direction.
- G. Scheduling of work windows, SCRRA EICs and watchmen, and signal support forces during track construction will be strictly controlled by SCRRA and documented in the Contractor's SSWP and three-week look-ahead schedule. Work Window activities not coordinated in the weekly construction meetings and documented in the look-ahead schedules will not be supported by authorization of work windows.
- H. The Contractor is strongly encouraged to work additional shifts as required to finish the Work within the contract time. There shall be no additional payment for night work, weekend work and overtime required for working around live track.

4.5 Project Specific Work Windows

Number of project specific Form B Work Windows, Exclusive Track Windows, Limited Track Windows, Track and Time Window, and hours of operation will be decided and agreed to between SCRRA and the Contractor for each individual project and will be included under separate cover. A Sample Project Specific Work Window is included in Exhibit D which can be used as a guide for any specific work by the Contractor.

4.6 Extraordinary Work

- A. Should an unsafe condition arise from, or in connection with, the Contractor's work on this Project which requires immediate and extraordinary actions to be taken to protect operations and facilities of SCRRA, or facilities of others within the Right-of-Way, the Contractor shall undertake such actions. There will be no extra payment to the Contractor for this action. If, in the judgment of SCRRA, such actions are insufficient, SCRRA with its own forces may perform the work to protect operations and facilities. Such actions will be at the sole discretion of the SCRRA and shall be at the Contractor's expense and without cost to SCRRA. SCRRA shall have the right to order the Contractor to temporarily cease operations in the event of an emergency or SCRRA may unilaterally terminate work under the contract. An unsafe condition is defined as creating a track condition which does not meet the FRA Track Safety Standards for Class of Track, willful damage to facilities or material, or any other unsafe condition for trains, employees, passengers or the public, at the sole determination of the SCRRA.

Rules and Requirements for Construction on SCRRRA Right-of-Way**4.7 Track Back In Service**

- A. Prior to any track work window, Contractor's track work that is to be placed into service during the work window shall be completed to Class 5 as defined by FRA guidelines. At the end of each track work window shown in the approved SSWP, all tracks must be completed to Class 5 as defined by FRA guidelines. Contractor shall furnish all necessary labor and equipment to comply with this requirement. SCRRRA will perform an inspection and will approve the condition of the tracks before train service can resume on tracks previously out of service. Contractor shall include in its SSWP, and shall prosecute its work so as to allow ample time for inspection by SCRRRA, and an allowance for correction of any deficiencies prior to the end of the scheduled work window. Allowing train service on reconstructed or shifted track at the end of each approved work window is not considered beneficial occupancy or final acceptance of the work. Contractor shall remain fully responsible for loss or damage arising from Contractor's activities under this contract.
- B. If further adjustments or repairs are required to meet appropriate FRA and SCRA track standards, and Contractor has failed to comply with those requirements, SCRRRA forces will immediately perform the necessary remedial work and make appropriate adjustments or repairs, and Contractor shall be responsible for the direct and indirect cost of the remedial work, and the possible assessment of rail service slow orders, interruption, and disruption damages.

4.8 SCRRRA Service Impacts and Damages

- A. Rail service slow orders, interruptions and disruptions shall be considered an unauthorized delay to passenger and freight operations, and rail service damage assessments will be made when any of the following occurs:
 - 1. Contractor's construction operations exceed the approved work window time limits specified in an approved SSWP.
 - 2. An unplanned and/or unapproved slow order occurs as result of Contractor's required work or normal operations.
 - 3. Contractor's construction operations working under an approved Form B work window result in the stoppage of a scheduled train (i.e., a train operating within the time arranged in the SSWP). The delay shall be calculated from the time the train is stopped at the working limits until the train has completely passed through the working limits.
 - 4. Contractor has not restored the track to Class 5 standards.
 - 5. Contractor's construction operations cause an unplanned train stoppage.
- B. Rail service slow orders, interruptions and disruptions, and other damages asserted by SCRRRA are determined as follows.

Rules and Requirements for Construction on SCRRA Right-of-Way

1. Loss of Revenue due to service interruptions or disruptions: Actual loss of revenue in accordance with delay provisions of service contracts.
2. Slow Order: When train speed is restricted to a lower speed than the operating maximum timetable speed allowed in accordance with SCRRA operating rules because of an unplanned and/or unapproved slow order, the damages are calculated in accordance with the formulas and example below.

Example:

- Operating maximum timetable (unrestricted) speed: 25 mph (144 sec per mile).
- Slow Order speed restriction: 15 mph (240 sec per mile).
- Length of restriction: 1.5 miles (distance between green flags of speed restriction).
- Distance train operates at restricted speed: 1.6 miles (1.5 miles plus length of train).
- Time of unrestricted train: 1.6 miles x 144 sec per mile = 230 seconds.
- Time of restricted train: 1.6 miles x 240 sec per mile = 384 seconds.
- Slow Order delay: 384 - 230 = 154 seconds = 2.57 minutes, rounded up to 3 minutes.
- Slow Order damages: 3 minutes x \$50.00 per minute = \$150.00 for subject train.

3. Rail Service Interruption: \$50.00 per minute, or portion thereof, for each minute of delay for each train delayed as determined by SCRRA. The maximum cost for rail service interruption will be \$1,000.00 for each train per day, and a cumulative daily maximum of \$20,000.00 per day.

Example: 55 minute delay x 2 trains x \$50.00 = \$5,500.00

4. Rail Service Disruption – Actual cost of alternative passenger transportation. Estimated cost can be calculated as \$500.00 per bus trip for each bus trip required to transport passengers around the out-of-service track as determined by SCRRA. The maximum cost for rail service disruption will be \$50,000.00 for one day. The cost will be reduced to \$25,000.00 if at least one track is put in operation.

Example: 500 passengers / 50 passengers per bus = 10 bus trips, 10 bus trips x \$500.00 per bus trip = \$5,000.00

- C. SCRRA damages noted above are additive and cumulative, and there is a possibility that the Contractor could be responsible for more than one type of assessment.

5.0 CONSTRUCTION

5.1 Demolition and Removal

- A. Where structures over or adjacent to the tracks are to be demolished, the tracks must be protected from damage during the demolition. The Contractor may employ either of the following methods:

Rules and Requirements for Construction on SCRRA Right-of-Way

1. During demolition of a bridge deck or overhead structure, a protection shield must be erected over the track to catch falling debris. The protection shield shall be supported from girders or beams and shall not be lower than the allowed temporary clearance from the top of rail. The deck must be removed by cutting into sections and lifting out. All cranes, hoists, winches, and hardware used in connection with the demolition are to include a factor of safety of 150% in addition to the safe working load of the equipment or hardware. Large pieces of deck or other portions of the structure must be handled individually and must not be allowed to fall on protection shield or onto the ground.
 2. When an overhead protection shield cannot be installed due to limited clearance or type of superstructure, the track may be protected by timber mats placed over the track structure, subject to approval by SCRRA. Timber mats shall be made in sections such that they may be lifted in and out as a unit quickly. Mats must not rest on ties or rails. Geofabric or canvas must be placed over the track structure to keep the ballast clean. The mats and ballast protection are to extend 25-ft beyond the existing limits of the overhead bridge or structure. Equipment used in demolition operations may not be operated on or over unprotected track. Blasting will not be permitted to demolish a structure over or within railroad Right-of-Way.
- B. The Contractor shall submit detailed SSWP and plans of the protection shield or the timber mats to SCRRA Representative for approval prior to the start of demolition. The plans shall also indicate the location and capacity of the proposed cranes and estimated lifting loads. The lifting plans shall be prepared by a Registered Professional Engineer and shall bear his seal and signature.
- C. The Contractor shall provide timely communication to SCRRA Representative when scheduling the demolition-related work so that the representative or their designee may be present during the entire demolition procedure.
- D. At any time during demolition activities, SCRRA Representative may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or SCRRA facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the satisfaction of SCRRA Representative. SCRRA shall not be responsible for any additional costs or time claims necessitated by the above events.

5.2 Excavation and Backfill

- A. All excavations must be conducted in compliance with applicable law and regulations and, regardless of depth, must be shored when within the zone of influence from the railroad loading, or when necessary to protect structures, facilities, or personnel. Shoring for excavations must comply with SCRRA "Excavation Support Guidelines." Any excavations, holes or trenches on Right-of-Way must be covered, guarded and protected when work is not actively

Rules and Requirements for Construction on SCRRA Right-of-Way

prosecuted. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that SCRRA employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be backfilled as quickly as practicable.

- B. The Contractor shall submit a plan showing the limits of all excavations within the Right-of-Way of SCRRA, and the method of support when support is required. The Contractor shall not make any excavations on Right-of-Way, or within the zone of railroad load influence as defined in Figure 2-1 of SCRRA "Excavation Support Guidelines", until the Contractor's excavation plan, its plans and calculations for the support of the excavation, and SSWP are approved in writing by SCRRA.
- C. Open excavation areas shall be protected per OSHA regulations and by walkways with handrails no closer than 8 feet 6 inches horizontally from the centerline of the nearest operating track, if tangent, and 9 feet 6 inches if the track is curved. Furthermore, the walkways shall be no less than 3 feet wide, and the handrails shall be no less than 3.5 feet high and capable of withstanding 250 pounds of lateral force.
- D. The Contractor must cease all work and notify SCRRA immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the utility owner immediately. The Contractor shall not perform any work if there is any doubt about the location of underground cables or lines of any kind until the exact location of the underground facilities has been determined. There will be no exceptions to these requirements.
- E. The Contractor shall compact all backfill within Right-of-Way to a minimum of 90 percent of maximum standard density in accordance with AASHTO T-99 or ASTM D-698. Where it becomes necessary to excavate beyond the normal lines of excavation to remove boulders or other interfering objects, the voids remaining after such materials are removed must be back-filled with suitable material approved by SCRRA. The material obtained from the Project excavation may be used as fill or backfill, provided that all organic material, rubbish, debris, large rocks, and other deleterious or objectionable materials are removed. Any excess material must be disposed of hauling off-site. The excess material must not be piled-up or scattered on the Right-of-Way.
- F. The Contractor shall perform excavation and grading so that the finished surfaces are in uniform planes with no abrupt breaks in surface and having positive drainage on the Right-of-Way away from the track structure, and to approved catchment areas.

5.3 Storage of Materials and Equipment

- A. Materials and equipment shall not be stored where they will interfere with SCRRA operations, nor on the right-of-way without first having obtained

Rules and Requirements for Construction on SCRRA Right-of-Way

permission from SCRRA. The permission will be with the understanding that SCRRA will not be liable for damage to such material and equipment from any cause and SCRRA may move or require the Contractor to move, at Contractor's expense, such material and equipment.

- B. All construction machinery that is left parked near the track unattended shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify, and save SCRRA and member agencies, harmless from and against all losses, costs, expenses, claim or liability arising out of or incident to the Contractor's failure to immobilize the construction machinery.

5.4 Shoring and Support of Excavation

- A. Shoring, cribbing and sheeting designed to support excavations or embankments shall be designed to support all lateral forces caused by the earth, vehicular traffic, construction equipment, temporary and permanent structures, and other surcharge loads in the vicinity of the excavation. Support or shoring located on Right-of-Way, or within the zone of influence from railroad loading, shall conform to SCRRA Excavation Support Guidelines. Designs for all temporary structures supporting tracks, or excavations adjacent to the tracks and within the zone of influence from railroad loading, shall include railway surcharge loading imposed by a Cooper E-80 live load. Any excavation adjacent to track must be covered and provide a uniform path and include with standard handrails when work is not actively underway.
- B. The Contractor shall submit a detailed SSWP drawings and supporting calculations for any temporary support of excavation for SCRRA review and approval. For the installation of temporary or permanent shoring systems, including soldier piles and lagging, or interlocked steel sheeting on or adjacent to Right-of-Way, lateral deflection of the shoring system plus top of rail monitoring is required. The frequency of monitoring must comply with SCRRA Excavation Support Guidelines, Section 9.0, and Track Monitoring. The monitoring program must identify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. The Contractor must submit the monitoring program for the track, roadbed, and shoring for review and approval prior to starting work.
- C. The monitoring survey data must be collected at the approved frequency and immediately furnished to SCRRA Representative for review. If SCRRA determines that any movement has occurred in the track or supporting structure, SCRRA will notify the Contractor and the Contractor shall immediately take all necessary steps to correct the movement or settlement. SCRRA, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, or to have the excavated area immediately backfilled, or to perform additional investigations to determine what corrective action is required, or any combination thereof. SCRRA may modify the survey locations and monitoring frequency as it deems necessary during the Project. Any corrective action required by SCRRA or performed by SCRRA, including the monitoring of corrective action of the Contractor, will be at the cost and expense of the

Rules and Requirements for Construction on SCRRA Right-of-Way

Contractor.

5.5 Drilling and Pile Driving

- A. The Contractor must take special precaution and care, in connection with drilling or driving piles or sheets adjacent to tracks, to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The Contractor shall submit detailed SSWP and plans of the Drilling and Pile Driving Operations to SCRRA Representative for approval prior to the start of drilling and pile driving.
- B. Pile driving must be carried out so that it does not interfere or endanger train operations. An EIC must be present whenever pile driving or drilling is underway in the vicinity of SCRRA track. Equipment must be positioned so that no part of machine swings over the track or infringes within 25-ft of the nearest rail without first obtaining permission from SCRRA and SCRRA has established an appropriate work window.
- C. Piles must be secured independently of the hammer or vibrator at all times while driving until sufficiently anchored in the soil such that the pile will stand without external support during the completion of the driving. Reinforcing steel cages or other internal structural supports in concrete structures must be designed to withstand all loads imposed in handling and setting. A crane must remain attached to the reinforcing steel cage until the reinforcing steel cage is guyed or braced to prevent movement unless it can be demonstrated that the cage or support will resist all loads which may be imposed without collapse or failing.
- D. Large diameter holes and shafts within the zone of influence from railroad loads must be cased to prevent caving and loss of support adjacent to the tracks. If caving occurs, the hole must immediately be filled until additional casing can be advanced in the hole before drilling is continued.

5.6 Boring and Jacking

- A. The face of all jacking and receiving pits shall be located outside of Right-of-Way, or a minimum of 25 feet from the center line of the nearest track, measured at right angle to the track, whichever is greater unless otherwise approved by SCRRA. The use of trench boxes may be permitted for jacking and receiving pits, however, trench boxes, shields, and hydraulic shores are not acceptable inside the zone of influence from railroad loading. Design of the temporary supports for the jacking and receiving pits must be conform to the requirements of SCRRA "Excavation Support Guidelines."
- B. Boring and jacking of casings and other conduits must conform to the requirements of SCRRA Engineering Standard ES5001 and ES5002. For any conduit that is bored or jacked under the track, the Contractor must guarantee the work against settlement for two years after the completion of the work
- C. The Contractor shall submit detailed SSWP and plans for jacking and boring

Rules and Requirements for Construction on SCRRRA Right-of-Way

operations, including the design of temporary supports for the jacking and receiving pits, and track monitoring plan to SCRRRA Representative for approval prior to the start of any work.

5.7 Temporary Structures

- A. Formwork, falsework, guying, bracing, and other temporary structures must be designed to resist all imposed construction live and dead loads including wind and seismic loads. Railroad track, structures, equipment, or other railroad facilities may not be used to secure or brace temporary or permanent structures during construction.
- B. Designs for falsework above any tracks shall conform to SCRRRA Grade Separation Guidelines and the Caltrans Falsework Manual. Falsework over or adjacent to railroad tracks shall meet the requirements in the Caltrans Falsework Manual for falsework over traffic (traffic openings). The additional provisions stipulated the "Guidelines for Design of Falsework for Structures Over Railroad in Connection with Highway Grade Separation Construction," issued by the Southern Pacific Lines (Falsework Memo No. 7) shall be included in all designs of falsework over SCRRRA tracks. Collision posts are required.
- C. The Contractor shall submit a detailed SSWP and procedure for erecting and removal of the falsework spans over railroad tracks. Equipment used for the erection, or removal of structures over railroad facilities, shall have a minimum lifting capacity of one hundred-sixty seven percent (167%) of the lift weight (operational capacity limited to sixty percent (60%) of the tipping load or the boom structural load). The procedure shall indicate the capacity of cranes, location of cranes with respect to the tracks and estimated lifting loads. The erection procedure must be prepared by a California Registered Professional Engineer and shall bear his or her seal and signature. The procedure must be approved by SCRRRA.
- D. The Contractor shall furnish, to SCRRRA Representative, four sets of working drawings and a copies of the Contractor's plans illustrating and describing the details of construction affecting Right-of-Way and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, The Contractor shall also furnish two sets of structural calculations of any falsework, shoring or cribbing. A registered professional engineer licensed to practice in the State of California shall seal and sign all drawings and calculations. The Contractor shall not begin work until SCRRRA has reviewed and approved the plans.

5.8 Hoisting Operations

- A. The Contractor shall submit a detailed SSWP and procedure for any crane, mast, or boom operations, on, over, or adjacent to Right-of-Way to SCRRRA Representative for approval prior to the start of hoisting operations. The Contractor shall submit four (4) copies of the detailed procedure for erection of the proposed structures over or adjacent to SCRRRA's tracks or Right-of-Way. This procedure shall include a plan showing the locations of cranes, horizontally

Rules and Requirements for Construction on SCRRA Right-of-Way

and vertically, operating radii, with staging locations shown, including beam placement on ground or truck unloading staging plan. Plan should also include the location of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions. No crane or equipment may be set on SCRRA rails or track structure.

- B. The following additional information must be included in the submittal as applicable:
1. All as-built bridge seats and top of rail elevations shall be furnished to SCRRA Representative for review and verification at least 30 days in advance of construction or erection, to ensure that minimum vertical clearances as approved in the plans will be achieved. Computations must be made for the weight of the materials, articles or equipment being lifted must be submitted. Computations shall be made from plans of the structural members being erected and those plans or sections thereof shall also be included in the submittal; the weight shall include the weight of concrete or other materials including lifting rigging.
 2. Crane rating sheets showing cranes to be adequate for 167% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted. Safety factors that are included by the manufacturer in the crane charts are not to be considered when determining the 167% additional capacity.
 3. A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connecting equipment. Include copies of a catalog or information sheets for specialized equipment. All specific components proposed for use shall be clearly identified and highlighted in the submitted documents. The safe working load capacity of the connecting equipment shall be 167% above the calculated weight of the pick.
 4. A complete written procedure is to be included that describes the sequence of events, indicating the order of lifts and any repositioning or reconnecting of the crane or cranes.
 5. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical sub tasks (e.g., performing aerial splices, installing temporary bracing, etc.) shall be furnished so that the potential impact to SCRRA operations may be assessed and eliminated or minimized.
 6. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
 7. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail or collision post will be required to be installed in a track where a temporary bent is located within fifteen (15) feet from the centerline of that track.
 8. The proposed erection procedure must be approved by SCRRA Representative prior to undertaking work on the Project.

Rules and Requirements for Construction on SCRRA Right-of-Way

9. The Contractor shall provide timely communication to SCRRA Representative when scheduling the erection-related work so that SCRRA Representative may be present during the entire erection procedure.
10. At any time during construction activities, SCRRA Representative may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or SCRRA facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the satisfaction of SCRRA Representative. SCRRA shall not be responsible for any additional costs or time claims associated with such revisions.

5.9 Clearances

- A. The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest SCRRA track, and only then with the permission of SCRRA. Materials, machinery or equipment must not be stored or left within 250 feet of any highway railroad at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to the start of work, the Contractor must establish a storage area with concurrence of SCRRA representative.
- B. Unless shown otherwise on the Contract Drawings and approved by SCRRA, the Contractor shall abide by the following temporary clearances during construction. The Contractor shall not place forms, materials, spoils, or other temporary construction, including bracing or work platforms, within the clear area defined below unless approved in writing by SCRRA:
 1. 15' -0" Horizontally at right angles from centerline of nearest track
 2. 22' -6" Vertically above the top of the highest rail
- C. At no time may the Contractor reduce the minimum clearances required by the California Public Utilities Commission (CPUC) General Order 26-D, or block or restrict the visibility of any signal or railroad warning device. Any infringement within the clearances established by General Order 26-D due to the Contractor's operations must be submitted to SCRRA and the operating railroads, and must not be undertaken until approved in writing by SCRRA, and until SCRRA has obtained any necessary authorization from the CPUC for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending approval by SCRRA, the operating railroads, or the CPUC as applicable.
- D. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to stockpiles of material, parked equipment, placement or driving of piles, and bracing or other construction supplies.
- E. Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by SCRRA

Rules and Requirements for Construction on SCRRA Right-of-Way

and, if less than the statutory minimum, the CPUC. Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to SCRRA Representative and the Public Agency at least thirty (30) working days in advance of the work. No work shall be undertaken until the variance is approved in writing by SCRRA Representative.

- F. Parallel to the outer side of each exterior track of multiple operated tracks and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, must be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practicable. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9'-0" perpendicular from the center line of tangent track or 10'-0" horizontal from curved track.

5.10 Temporary Traffic Control Plan

- A. The Contractor's operations which control traffic across or around SCRRA facilities shall be coordinated with and approved by both SCRRA and Public Agency, and shall be in compliance with Section 21400 et seq. of the California Vehicle Code and the California Manual of Uniform Traffic Control Devices (California MUTCD). Traffic control in the vicinity of highway - railroad grade crossings shall conform to the Section 6G-19 of the California MUTCD and SCRRA Standard ES4301. The Contractor shall perform no work at, or in the vicinity of a highway-railroad grade crossing without the presence of a railroad EIC, notwithstanding that the work of the Contractor may not be physically located on Right-of-Way.
- B. The Contractor shall submit detailed temporary traffic control plans to SCRRA for approval prior to start of work requiring traffic control. Contractor shall also obtain approval of the temporary traffic control plan from the Public Agency having jurisdiction over the public street within the work zone.
- C. The Contractor must comply with all traffic control signs and other devices within SCRRA facilities, and must observe a maximum speed limit of 20 mph within Right-of-Way. Disregard for posted traffic control signs and devices, or excessive speed within Right-of-Way may lead to revocation of access for the offending individual.
- D. SCRRA will not permit temporary at-grade crossings unless absolutely necessary and there is no practicable alternative route available to Contractor to access the Project site. Temporary crossings, if permitted, must conform to SCRRA Standard ES4302. All work at temporary crossings that lies between the rails and within 8.5 feet of the center line of the track on each side may be performed by SCRRA at the cost and expense of the Contractor.

5.11 Performance Bond

Rules and Requirements for Construction on SCRRA Right-of-Way

- A. The Contractor must furnish a performance bond when any excavation, shoring and support of excavation, or boring and jacking of pipe and casing may affect the stability of the railroad facility or track(s), or settlement of the soil around a pipe, in the amount shown in the following table:

Construction Activity	Bond Amount
Excavation and shoring	\$180,000
36" Casing	\$120,000
42" Casing	\$140,000
48" Casing	\$160,000
54" Casing	\$180,000
60" Casing	\$200,000
66" Casing	\$220,000
72" Casing	\$240,000
Over 72" Casing	SCRRA Approval

6.0 UTILITIES

6.1 Protection of Underground Facilities

- A. Signal, communication, fiber-optic, petroleum, natural gas, electric power and other utilities are present in Right-of-Way. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits, danger to train operations, and release of potentially hazardous or flammable compounds. The Contractor must take special precautions and care in connection with excavating, shoring, and other subsurface construction to avoid damage to subsurface facilities.
- B. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems, are present and located within the Project work area by calling the Southern California Underground Service Alert at 811. SCRRA is not a member of Underground Service Alert (DigAlert) and SCRRA signal and communication lines must be located by contacting SCRRA Signal Department.
- C. Potholing and subsurface utilities and facilities verification work shall be completed at least 30 days in advance of any excavation work within the limits of any construction. The intent of performing potholing and field verification of underground utilities well in advance of any relocation, protection or modification of utilities is to preclude any delays or disruption arising from utility relocation and allow for redesign and reissuance of plans and related Contract Documents. Accordingly, any failure on the Contractor's part to perform the potholing and field verification of utilities within the time frames listed above shall be sufficient cause

Rules and Requirements for Construction on SCRRA Right-of-Way

to reject any claims by the Contractor for delays associated with utility relocations.

- D. When the excavation is within the approximate location of subsurface installation, the Contractor shall determine the exact location of the subsurface installations in conflict with the excavation by excavating with hand tools within the area of the approximate location of subsurface installations as provided by the utility companies and SCRRA in accordance with Section 4216.3 of California State law before using any power-operated or power-driven excavating or boring equipment.
- E. The Contractor shall pothole and physically locate all utilities, including signal and communications lines, within two (2) feet of railroad vehicle or pedestrian gates to conform depth and lateral location. The Contractor to comply with all requirements of the utility companies which may be more stringent.
- F. All underground and overhead wires must be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating. Individual owners of utilities may require that an inspector employed by the utility owner be present during any excavation near the utility.
- G. In addition to calling the Southern California Underground Service Alert (Dig Alert), the Contractor shall call SCRRA's "Call Before You Dig" number at least 72 hours prior to commencing work at (909) 592-1346 during normal business hours. In case of emergencies involving SCRRA signal or communication facilities, the Contractor shall call (888) 446-9721. The signal and communication emergency phone line is staffed 24 hours a day, 7 days a week. If a telecommunications system is buried anywhere on or near Right-of-Way, the Contractor will coordinate with SCRRA and the telecommunication company to arrange for relocation or other protection of the system prior to beginning any work on or near Right-of-Way. Notice must be given to the freight railroads and fiber optic companies not less than 72 hours prior to work by calling to permit them to arrange for the location or protection of any lines under their control.
- H. The SCRRA's Call Before You Dig number shall remain valid for not more than 28 calendar days from the date of issuance, and after that date shall require revalidation.
- I. If, at any time during an excavation for which there is a valid SCRRA number, SCRRA signal and communications field markings are no longer reasonably visible, the Contractor shall contact SCRRA. Upon receiving timely notification or renotification, SCRRA will re-locate and re-mark, within two working days, the signal and communications lines that may be affected by the excavation to the extent necessary, at the Contractor sole cost and expense.
- J. It is the responsibility of the Contractor to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. SCRRA has no obligation to supply additional Right-of-Way for

Rules and Requirements for Construction on SCRRA Right-of-Way

non-railroad facilities affected by this Project, nor does SCRRA have any obligation to permit non railroad facilities to be abandoned in place or relocated on Right-of-Way. Any facility or utility that crosses Right-of-Way must be covered under an agreement or license obtained through SCRRA including, without limitation, any relocation of an existing facility or utility.

- K. SCRRA will, if required, rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by SCRRA forces in connection with its operation. This work by SCRRA will be done by its own forces or by contractors under a continuing contract and is not a part of the work under the Contract for the construction of the Project. The Contractor must allow sufficient time in its schedule to permit SCRRA to issue the necessary task orders to its contractors order material, and perform any necessary work.

7.0 HAZARDOUS AND CONTAMINATED MATERIALS**7.1 Discharge**

- A. Discharge, release or spill on Right-of-Way of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify SCRRA Representative of any discharge, release or spills in excess of a reportable quantity. The Contractor must not allow Right-of-Way to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

7.2 Notification, Control and Disposal

- A. If the Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including any non-containerized commodity or material, on or adjacent to Right-of-Way, in or near any surface water, swamp, wetlands or waterways adjacent to the Right-of-Way, while performing any work on this Project, the Contractor must immediately: (a) notify the Public Agency's Resident Engineer and SCRRA Representative, of such discovery; (b) take safeguards necessary to protect its employees, sub-contractors, agents and third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

8.0 INSPECTION AND OBSERVATION**8.1 Site Inspections by SCRRA and Others**

- A. In addition to the office reviews of construction submittals, site observations will be performed by SCRRA or its designee at significant points during construction as determined by SCRRA. Site visits to observe the progress of the work may be performed at any time throughout the construction process as deemed necessary by SCRRA.

Rules and Requirements for Construction on SCRRA Right-of-Way

- B. Federal or State representatives may also conduct inspections and tests to verify compliance with laws and regulations. SCRRA maintains an Efficiency Testing program to verify the effectiveness of the Contractor's compliance with 49 CFR 214 – Railroad Workplace Safety regulations and SCRRA third party work rules.

8.2 SCRRA Efficiency Tests

- A. SCRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training, and compliance with SCRRA requirements. The Contractor shall cooperate with SCRRA, Federal, and State representatives at all times. Disregard for, or failure to comply with, the requirements of 49 CFR 214 – Railroad Workplace Safety regulations, or SCRRA third-party safety requirements may result in the removal of an offending individual from Right-of-Way. Egregious or repeated disregard for any safety rule or requirement may result in the termination of the Contractor's Right-of-Entry Agreement.

8.3 Scope of Inspections and Observations

- A. Inspections by SCRRA will be for compliance with SCRRA standards, guidelines, rules, and agreements, and will generally be limited to the work of the Contractor within or near Right-of-Way. Notwithstanding any inspection or site visit by SCRRA, responsibility for compliance with the Contract between the Contractor and the Public Agency, local codes and ordinances, SCRRA standards and guidelines, and for the inspection of temporary and permanent work and other work site inspections, resides with the Public Agency and the Contractor. SCRRA by its inspections and comments makes no representations and offers no warranty as to the completeness, accuracy, degree of conformance to codes, compliance with the Contract or local codes or ordinances.

9.0 CLEANING AND RESTORATION

9.1 Cleaning of Right-of-Way

- A. The Contractor shall, upon completion of the work, promptly remove all of the Contractor's tools, implements and other materials whether brought upon the Right-of-Way by the Contractor or any sub-contractor, employee, supplier, or agent of the Contractor. The Contractor shall also restore the Right-of-Way of SCRRA, and make arrangements with SCRRA to restore the tracks, wire lines, signals, and other facilities of SCRRA. The Contractor shall leave the premises in a clean and presentable state equal to or better than existed at the start of the Project work. All areas must be graded to drain away from the tracks, all fences or other barriers that have been damaged during the work, or removed to facilitate the work, must be replaced with new fencing of an equivalent character. Where the Project improvements intersect the natural flow of the runoff, the contractor shall provide facilities for the proper collection, conveyance, and disposal of water reaching the interfering improvement.

EXHIBIT A**SCOPE OF SITE SPECIFIC WORK PLAN (SSWP)**

All SSWPs shall be submitted in writing a minimum of 15 calendar days prior to the scheduled start of work within Right-of-Way. SCRRRA will require a SSWP for all proposed work in or adjacent to Right-of-Way that affects the operation and safety of Metrolink passengers and trains. Provide detailed information on each task for SCRRRA review and approval. A SSWP Checklist shall be submitted to SCRRRA.

TASK	DESCRIPTION
Contractor	Provide the name and address of the contractor.
Scope	Provide a brief description of the work. Description shall include all activities necessary to perform construction task within Right-of-Way, including use of grade crossings, main tracks, siding, stations, and proposed storage area.
Brief Schedule	List the project beginning and end dates, as well as time for the proposed activities.
Location	Identify the city, county, subdivision name, mile post limits, tracks, sidings of the proposed work activity.
Equipments	Identification of all equipment necessary for the successful completion of the work activities. All equipment shall be inspected, calibrated, and certified by the contractor for performing work in and around Right-of-Way. Provide plan illustrating locations of equipment during build-up of equipment.
Material and Staging	Identify all materials required for the completion of the work activity. Identify the placement of all personnel and material to allow for schedule adherence. Identify proposed haul roads, methods of separating construction vehicles from railroad operations, truck staging locations. Provide crane capacity, locations and positions during hoisting.
Schedule	Detailed summary of the work activity. All work with a potential to impact normal functioning of any part of the operating system shall include a detailed schedule of events indicating the expected hourly progress of each activity that has duration of one hour or longer. The schedule shall include a time at which all activities planned will be completed. Failure of the contractor to complete the scheduled activities by the planned time or to put in place an approved contingency plan may adversely impact the operations of SCRRRA.
Haul Routes	Identify the routes that will be used by the trucks to deliver materials. Contractor will communicate with sub-contractors the safety of the railroad and adherence to safety procedures while delivering materials to the Right-of-Way.
Safety Plan	Identification of proper personnel protective equipment (PPE) and work area. Provide plan for safety training, utility notifications, work windows, and measures to perform work activities to effectively reduce the amount of time and effort required during the approved work windows identified and submitted.

Rules and Requirements for Construction on SCRRA Right-of-Way

Contingency Plan	Include back-up or contingency plans for putting the system back in operation in case of emergency or in case the contractor fails to perform and complete the work on time. Contingency plan shall address the various stages of construction.
Worksite Representative	Names, title, phones (office and cellular), e-mail address and date and time of availability.
Emergency Response Plan	Written procedures for responding to emergencies (phones, contact numbers, addresses and maps) for incident, police, ambulance, fire and medical (hospitals). Provide First-aid kit and fire extinguisher at the field location. Name, title and phones (office and cellular) of all responsible persons who can be contacted for emergency.
Utility Plans	Provide plans showing all the existing underground and overhead utilities, including SCRRA's signal and communications cables when the excavation, boring and jacking, and drilling & pile driving work is within twenty feet of railroad tracks. The plans will show the actual locations of utilities based on potholing operation.
Excavation Plan (If necessary)	Provide excavation support plans and calculations. Excavation plans shall meet Caltrans, OSHA, and SCRRA requirements. Refer to SCRRA's Excavation Support Guidelines.
Boring and Jacking Plan (If necessary)	Provide plans and profile of casing and carrier pipes. Provide details and calculations of boring and excavation. Soil boring data and analysis, track monitoring plans and pressure grouting plans shall be submitted. Refer to SCRRA's Engineering Standard ES5001 or ES5002.
Drilling and Pile Driving Plan (If necessary)	Provide plans of pile layout and developed elevation of finished structures.
Falsework Plan (If necessary)	Provide falsework installation, stripping and lowering plans and calculations for review and approval.
Temporary Traffic Control Plan (If necessary)	Submit temporary traffic control plans for any traffic control affecting grade crossings and disrupting normal operation of grade crossing protection. Temporary Traffic control plans shall meet CA MUTCD, WATCH and SCRRA requirements. Refer to SCRRA Temporary Traffic Control Guidelines and SCRRA Engineering Standard ES4301.
Storm Related identification, Prevention and Implementation Plan (If necessary)	Provide plans specific to jobsite that identifies potential hazards, implements preventive measures with timeline, and ways to handle emergencies related to storms.

EXHIBIT B

**SITE SPECIFIC WORK PLAN (SSWP)
CHECKLIST**

Rules and Requirements for Construction on SCRRA Right-of-Way

ITEM	YES	NO	N/A	IF NO, EXPLAIN
Equipment				
All equipment necessary for the work is identified?				
Procedures for all equipments to be inspected, calibrated and certified established?				
Material and Staging				
Materials required for work identified?				
Personnel required for work identified?				
Plan illustrating locations of materials and equipment during build-up of equipment and prior to hoisting submitted?				
Plan illustrating crane capacity, locations and positions during hoisting submitted?				
Schedule				
A schedule of the work, showing each activity and where and how it affects normal operation submitted?				
Detailed schedule indicating the expected hourly progress of each activity that has duration of one hour or longer submitted?				
All SCRRA furnished services and time line identified on the schedule?				
Haul Routes				
Routes used by the trucks to deliver materials identified?				
Sub-contractors are communicated with haul routes, safety of the railroad and safety procedures while delivering materials to the Right-of-Way?				
Truck staging locations identified?				
Safety Plan				
Proper personnel protective equipment (PPE) identified?				
Safety training scheduled and completed?				
SCRRA signal and communication cables located? Ticket number obtained?				
DigAlert ticket number obtained for the project?				
Work windows are identified for the constructions?				
Measures to perform work activities to effectively reduce the amount of time and effort required during the approved work windows identified and submitted?				
Worksite hazards identified?				
Contingency Plan				
Back-up or contingency plan and necessary resources (labor, equipment, materials) to assure that all appropriate measures are available for the return to full service submitted?				
Contingency plan addresses the various stages of work?				

Rules and Requirements for Construction on SCRRA Right-of-Way

ITEM	YES	NO	N/A	IF NO, EXPLAIN
Worksite Representatives				
Name, title, phones (office and cellular), e-mail address, date and time of availability provided to SCRRA?				
Emergency Response Plan				
Written procedures for responding to emergencies for incident, police, ambulance, fire and medical (hospital) submitted?				
First-aid kit and fire extinguisher will be located at field location?				
Name, title and phones (office and cellular) of all responsible persons who can be contacted for emergency provided?				
Utility Plans				
Plans showing all the existing underground and overhead utilities, including SCRRA's signal and communications cables submitted?				
Excavation Plans (If necessary)				
Limits of excavation with slope lines indicated?				
Excavation support plans including calculations submitted?				
Type and models of equipment proposed for use submitted?				
Operational limits of equipment (including swing radius or overhang distance submitted?				
Plan and elevation illustrating location of equipment with respect to track submitted?				
Stock pile areas?				
SCRRA Shoring Submittal Design Checklist as per SCRRA Excavation Support Guidelines, Appendix A submitted?				
SCRRA Shoring Submittal Review Checklist as per SCRRA Excavation Support Guidelines, Appendix B submitted?				
Performance Bond submitted to SCRRA				
Boring and Jacking Plans (If necessary)				
Plan and profile of casing and carrier pipe submitted?				
Location and size of jacking and receiving pits shown?				
Engineering details and calculations submitted?				
Soil boring data and analysis submitted for pipes equal or greater than 48" in diameter?				
Track monitoring plans submitted for pipes equal or greater than 48" in diameter as per Section 9, Track Monitoring of SCRRA Excavation Support Guidelines?				
Boring, tunneling or jacking operation will be continuous without stoppage when the casing is 20 feet from the nearest track?				
Immediately after completion of jacking operation, the installation shall be pressure grouted?				
Boring and Jacking meet SCRRA Engineering Standard ES5001 or ES5002 requirements?				
Performance Bond submitted to SCRRA for pipes equal or greater in diameter than 36 inches?				

Rules and Requirements for Construction on SCRRA Right-of-Way

ITEM	YES	NO	N/A	IF NO, EXPLAIN
Drilling and Pile Driving Plans (If necessary)				
Plan of pile layout and developed elevation of finished structure with intermediate excavation levels indicated?				
Type, model, location, operation limits of cranes submitted to SCRRA?				
Pick plan for hoisting of large or heavy materials submitted?				
Falsework Plan (If necessary)				
Plans of falsework and calculations submitted?				
Falsework erection plans submitted?				
Plans of stripping and lowering of falsework including schedule submitted?				
Methods of securing beams and stringers to bents submitted?				
SCRRA Falsework Submittal Checklist as per SCRRA Grade Separation Guidelines submitted?				
Temporary Traffic Control Plans (If necessary)				
Temporary traffic control plans submitted?				
Approval of Temporary traffic control plan obtained from local authority?				
Temporary traffic control plan meet CA MUTCD, WATCH and SCRRA requirements?				
Temporary traffic control plan meet SCRRA guidelines and Engineering Standard ES4301 requirements?				
Storm Related identification, Prevention and Implementation Plan (If necessary)				
Plans for tie-down and removal of material and small equipment for high winds?				
Plans to handle large amount of stormwater due to heavy rain, including diverting, cleaning drains, off-site and on-site impacts, and covering materials?				
Prevent stormwater damage and methods to prevent ponding submitted?				
Material or equipment creating dams to water runoff?				
Plans to handle landslides for on-site earthwork or from adjacent areas?				
Emergency contact numbers for storm related emergencies?				
Availability of equipment to cleanup storm debris and repair damage?				

EXHIBIT C**CONTRACTOR SUBMITTAL CHECKLIST**

SECTION	DESCRIPTION	REFERENCES
1.4 & 1.5	Temporary Right-of-Entry Agreement	Form No. 6, http://www.metroinktrains.com/agency/page/title/engineering_construction
1.4 & 1.5	Insurance Certificates	Form No. 6
1.5	Construction Schedule	Standard Specifications
1.5	Weekly Look-Ahead Schedule	Standard Specifications
1.5	Document Control Plan	Resident Engineer's Manual
1.5	Testing and Inspection Plan	Resident Engineer's Manual
1.5	Site Specific Work Plans	Form No. 37
4.0	Work Windows Requests	Form No. 37
5.1	Demolition and Removal Plans	Grade Separation Guidelines and Caltrans Falsework Manual
5.2	Excavation and Backfill Plans	Excavation Support Guidelines
5.4	Shoring and Support of Excavation Plans	Excavation Support Guidelines
5.4	Shoring and Support of Excavations Removal Plans	Excavation Support Guidelines
5.4	Track Monitoring Plan	Excavation Support Guidelines - Section 9.0
5.5	Drilling and Pile Driving Plans	AREMA and Caltrans
5.6	Boring and Jacking Plans	ES5001 and ES5002
5.6	Boring and Jacking Track Monitoring Plan	Excavation Support Guidelines, Section 9.0 and Design Criteria Manual Section 9.0
5.8	Temporary Structures Plans	Grade Separation Guidelines and Caltrans Falsework Manual
5.8	Falsework Design Plans	Grade Separation Guidelines and Caltrans Falsework Manual
5.8	Falsework Erection Plan	Grade Separation Guidelines and Caltrans Falsework Manual
5.8	Falsework Removal Plan	Grade Separation Guidelines and Caltrans Falsework Manual
5.9	Hoisting Plans	OSHA
5.10	Clearances	(CPUC) General Order 26-D and ES2101 & ES2102
5.11	Temporary Traffic Control Plans	California MUTCD, Temporary Traffic Control Guidelines, and ES4301
6.1	Underground and overhead utilities plans	California State Law 4216 and Underground Service Alert of Southern California

Rules and Requirements for Construction on SCRRA Right-of-Way

EXHIBIT D

SAMPLE SITE SPECIFIC WORK WINDOW

1.0 WORK WINDOWS

1.1 Track Occupancy and Project Specific Work Windows

Track Occupancy and work windows for this project must be coordinated with SCRRA. Work Windows that apply to this Contract are as follows:

- A. Most work within the SCRRA right-of-way or within 25 feet from centerline of active tracks shall be performed under Form B.

Only XXX Form B Work Window(s) will be allowed at any one time. Only one EIC and 00 Subgroup Coordinators for each Form B Work Window will be provided. Form B Work Windows will be available between the hours of 00:00 AM to 00:00 PM, Monday through Sunday.

The Contractor shall schedule and conform their work limits within the range of vision of the assigned EIC. If the Contractor's requested work limits are outside of the normal range of vision of the EIC due to curves, topography, or distance, SCRRA will furnish one or more Roadway Worker Protection (RWP) qualified Subgroup Coordinator suitable to the EIC. The railroad workers are subject to the Federal Hours of Service laws and shall not work in excess of 12 hours per shift, including travel time from crew designated headquarters to the work site.

- B. SCRRA will provide XXX Limited Track Windows, subject to the terms and conditions of the SCRRA Standard Specifications, the C&M Agreement, and as stated in this section. Limited Track Window will be available at night between the hours of 00:00 PM to 00:00 AM the following morning, Monday through Sunday.

- C. SCRRA will provide Exclusive Track Windows, subject to the terms and conditions of the SCRRA Standard Specifications, the C&M Agreement, and as stated in this section. The Exclusive Track Windows will be for the following period and activities:

1. XXX Exclusive Track Window(s) of 00-hour will be available between the hours of 00:00 PM Friday night to 00:00 AM Monday morning for bridge construction.
2. XXX Exclusive Track Window(s) of 00-hour will be available between the hours of 00:00 PM Friday night to 00:00 AM Monday morning on weekends for track cutovers. Contractor will perform all track cutovers

Rules and Requirements for Construction on SCRRA Right-of-Way

and SCRRA signal forces will perform all associated signal work during the weekend Exclusive Track Windows.

3. **XXX** Exclusive Track Window(s) and full closures of the street and highway-rail grade crossing will be granted for **00**-hour between the hours of **00:00** PM Friday night to **00:00** AM Monday morning to perform all required grade crossing and street rehabilitation and construction, as well as the required track and signal cutovers. During each of the street and highway-rail grade crossing closures, SCRRA signal forces will prepare and install all necessary signal systems. The Contractor shall coordinate with SCRRA signal forces and allocate adequate time during each grade crossing closure for railroad signal cutover and testing before the road and track is returned to service. The Contractor shall furnish and install all street and track work and shall coordinate with SCRRA signal forces to ensure timely completion of all railroad work. During this period Contractor may perform other work, but that work shall not affect the signal circuits (i.e. no track welding, road surfacing, etc.). Work that is permitted during this time includes installation of concrete crossing panels, roadway grading, paving, stripping, traffic control devices and general site clean-up necessary to reopen street and highway-rail grade crossing to vehicular traffic.
- D. The execution of the work by the Contractor shall follow all the requirements and provisions shown in SCRRA's Standard Specifications Section 01 14 00.
- E. SCRRA shall furnish **00** signal persons per day to provide railroad signal construction forces to support the Contractor's track, bridge or station construction activities. Signal support is defined as any work that will interfere with the existing wayside signal system, and/or grade crossing warning system.

1.2 Daily Train Traffic Volumes

There are **XXX** main tracks with controlling signals at this project location. SCRRA, Amtrak, the BNSF Railway Company (BNSF) and Union Pacific Railroad (UPRR) operate trains over the tracks traversing the project location. The average train traffic on this route is **00** passenger trains and **00** freight trains for 24-hour period. The average train timetable speed is **00** mph for passenger trains and **00** mph for freight trains. Passenger trains include scheduled revenue trains as well as possible dead-head moves. Passenger train traffic is approximately limited to the hours between **4:00** am and **12:00** Midnight. Freight trains are operated 24 hours a day, seven days a week without regular schedules. In addition to freight service, extra freight trains may be operated as traffic warrants.

Exhibit 11 - Sign Maintenance Schedule and Details

Subtask 4.3: Scheduled Sign Maintenance

Subtask Number	Task	Bus Line	Frequency
4.3.1	Clean signs and posts including removal of any graffiti, tags, and any other dirt, and grime. Repair and/or replace damaged or missing signs. Install new signs and/or poles on a task basis, as required. Respond to emergency requests by the LADOT to remedy any unsafe conditions. Monthly maintenance signs total approximately 827 signs (500 Community DASH, 200 Downtown DASH, 72 Commuter Express).	• DASH El Sereno/City Terrace • DASH Leimert/Slauson • DASH Pico Union/Echo Park • DASH Pueblo del Rio • DASH Southeast • DASH Watts • DASH A • DASH C • DASH D • DASH E • DASH F • Commuter Express signs in Downtown Los Angeles	Monthly
4.3.2	Clean signs and posts including removal of any graffiti, tags, and any other dirt, and grime. Repair and/or replace damaged or missing signs. Install new signs and/or poles on a task basis, as required. Respond to emergency requests by the LADOT to remedy any unsafe conditions. Quarterly maintenance signs total approximately 1201 signs.	• DASH Beachwood Canyon • DASH Boyle Heights • DASH Chesterfields Square • DASH Crenshaw • DASH Fairfax • DASH Highland Park/ Eagle Rock • DASH Hollywood • DASH Hollywood/Wilshire and Larchmont Shuttle • DASH King-East • DASH Lincoln Heights/Chinatown • DASH Los Feliz • DASH Midtown • DASH Northridge/Reseda • DASH Observatory • DASH Panorama City/Van Nuys • DASH San Pedro • DASH Van Nuys/Studio • DASH Vermont/Main • DASH Wilmington • DASH Wilshire Center/Koreatown • DASH North Hollywood • DASH Sylmar	Quarterly
4.3.3	Twice per year, clean signs and posts including removal of any graffiti, tags, and any other dirt, and grime. Repair and/or replace damaged or missing signs. Install new signs and/or poles on a task basis, as required. Respond to emergency requests by the LADOT to remedy any unsafe conditions. Biannual maintenance signs total approximately 618 signs.	• Commuter Express bus signs outside of Downtown Los Angeles • Fixed route Cityride signs • LAnow signs	Biannually (twice per year)

Exhibit 12 - Personnel Position and Task Report

Exhibit 12 - Personnel and Position and Task Report

CONTRACTOR:

AUTHORIZED SIGNATURE:

SERVICE:

DATE:

PERSONNEL POSITION AND TASK REPORT

POSITION Please list (below) the names of each person assigned to the currently assigned to the project and indicate the # of labor hours dedicated by position (Primary or Alternate)	Admin	Field	Main-tenance	Other Duties Specify hours & duties below	Other LADOT Projects: Specify hours & duties	Other Non-LADOT Projects: Specify hours & duties	Total Annual Hours
Project Manager:							
Name: Primary	2080						2080
Name: Alternate	2080						2080
Transit Facilities Manager:							
Name: Primary		2080					2080
Name: Alternate		2080					2080
Head or Lead Service Technician:							
Name: Primary			2080				2080
Name: Alternate			2080				2080
Landscape Supervisor or Head Landscaper:							
Name: Primary		2080					2080
Name: Alternate		2080					2080
Landscapers:							
Name:		2080					2080
Name:		2080					2080
Name:		2080					2080
Name:		2080					2080
Janitorial Staff:							
Name: Primary		2080					2080
Name: Alternate		2080					2080

** Assume 2,080 Full-Time Equivalent Employee Labor Hours (FTEs)

Exhibit 13 - Proposal Requirements Checklist

REQUIREMENTS AND SECTION REFERENCES

- | | |
|---|---------------------------|
| ☐ Attendance of Mandatory Pre-Proposer's Conference | Section 2, Section 6.3 |
| ☐ Submission of Questions and Requests for Clarification | Section 2, Section 6.4 |
| ☐ Business Inclusion Program (BIP) Outreach | Section 6.1.8, Appendix A |
| ☐ Submission of Proposal By Due Date | Section 2, Section 6.2 |

PROPOSAL

ADMINISTRATIVE

- | | |
|--|----------------------|
| ☐ Cover Letter | Section 6.1.1 |
| ☐ Table of Contents | Section 6.1.2 |
| ☐ Company Profile | Section 6.1.3 |
| ☐ Complete Form A - Questionnaire | Section 6.1.3, Forms |

PROPOSER QUALIFICATIONS

- | | |
|--|--------------------------------------|
| ☐ Narrative of Proposer Qualifications | Section 6.1.4 |
| ☐ Complete Form B - Proposer's Past Projects and Experience | Section 6.1.4, Section 14 |
| ☐ References | Section 6.1.5 |
| ☐ Past Relevant Project Experience | Section 6.1.5 |
| ☐ Complete Form C - Additional Proposer References | Section 6.1.5, Section 14 |
| ☐ Complete Form D - Financial Background | Section 6.1.3, Section 6.1.10, Forms |

PERSONNEL QUALIFICATIONS

- | | |
|--|------------------------------|
| ☐ Identification and Résumés of Key Project Personnel | Section 6.1.6, Section 7.3.3 |
| ☐ Organization Chart | Section 6.1.6; Section 7.3.1 |
| ☐ Key Certifications and Licenses | Section 6.1.6; Section 7.3.1 |

SUBCONTRACTOR QUALIFICATIONS

- | | |
|--|------------------------------|
| ☐ List of Proposed Subcontractors | Section 6.1.7, Section 7.3.2 |
| ☐ Résumés or Summaries of Subcontractor Experience | Section 6.1.3, Section 6.1.6 |
| ☐ Documentation of Specialized Experience
(eg. Rail Safety Certifications, Right-of-Entry Permitting Experience, Encroachment Permitting Experience) | Section 3.2.3, Section 3.3.5 |

OPERATING METHODOLOGY AND WORK PLANS

- | | |
|---|----------------------------------|
| ☐ Facilities Management Plan | Section 4.1; Task 1, Subtask 1.1 |
| ☐ Sign and Management and Maintenance Plan | Section 4.4; Task 4, Subtask 4.1 |

COST EFFECTIVENESS

- | | |
|---|---|
| ☐ Cost Component Forms | Section 7.3.4, Questions a. through d., |
| ☐ Form E - Cost Component: Facilities | Forms F-1 : F-4 |
| ☐ Form F - Cost Component: Sign Management & Maintenance | Forms S-1 : S-3 |

ATTACHMENTS AND FORMS

- | | |
|--|---------------------------------------|
| ☐ City Contracting Requirements Checklist | Section 6.1.8; Appendix A |
| ☐ FTA Required Certifications and Forms | Section 6.2, Section 10.8, Appendix B |

Forms A-F

Form A - Questionnaire

Form B - Proposer's Past Projects and Experience

Form C - Additional Proposer References

Form D - Financial Background

Form E - Cost Component: Facilities

F-1 Fixed Cost Totals

F-2 Fixed Costs by Task

F-3 Fixed Cost Sheet, YR-1

F-4 Variable Costs & Additional Work

Form F - Cost Component: Sign Management & Maintenance

S-1 Fixed Cost Totals

S-2 Fixed Costs by Task

S-3 Variable Costs & Additional Work

Form A - Questionnaire

1. Legal name of proposer:

2. Mailing address of proposer for purposes of notice or other communications relating to this RFP and/or proposal:

3. Contact person, job title, telephone number, and email address:

4. Has your company been terminated from a contract in the past ten (10) years? If yes, please provide the name of the client and explanation.

5. If selected, you intend to carry on the business as:

Sole Proprietor _____ Partnership _____ Corporation _____

Sub-Contractor _____ Joint Venture _____ Limited Liability Company _____

If other, please specify below:

Estimated Average Repair Response Times:

Estimated Average Communication Response Time:

Number of Annual Service Requests:

Number of Facilities Managed:

Type of Facilities Managed:

Project Accomplishments:

Form B - Proposer's Past Projects and Experience

Describe each entity for which similar services, as described in this RFP, were provided by your firm during the past three (3) years. *Please make additional copies of this form as needed to identify all clients.*

1. Type of Service Provided: _____

2. Provided Service as the:

Prime Contractor _____ Sub-Contractor _____

3. Names of other contractors involved and services they provided:

4. Client Name:

Address:

Project Manager/Contact Person(s): _____

Job Title(s): _____

Current Phone Number: _____

Current Email Address: _____

5. Service Contract Dates: _____

Days and hours of Operation: _____

Annual Gross Revenues Collected: _____

Number of Employees: _____

Form C - Additional Proposer References

Proposers may provide additional clients not listed in Exhibit 8 for City consideration in evaluating the experience with similar size and Scope of Work as outlined in Section 4 of the RFP. Please make additional copies of this form as needed.

1. Type of Service Provided: _____

2. Provided Service as the:

Prime Contractor _____ Sub-Contractor _____

3. Names of other contractors involved and services they provided:

4. Client Name:

Address:

Project Manager/Contact Person(s): _____

Job Title(s): _____

Current Phone Number: _____

Current Email Address: _____

5. Service Contract Dates: _____

Days and hours of Operation: _____

Annual Gross Revenues Collected: _____

Number of Employees: _____

Form D - Financial Background

All information requested below must be furnished by the Proposer and must be submitted with the proposal. Statements must be complete, accurate, and in the format requested. Omission, inaccuracy, or misstatement may be cause for the rejection of the proposal. Additional sheets may be attached hereto as necessary.

1. Financial Statements

Attach financial statements, including balance sheets and income statements prepared by an independent certified public accountant for the past three (3) years, to reflect the financial condition of the Proposer.

2. Surety Information

Has your business ever had a bond or surety canceled or forfeited? Yes _____ No _____

If yes, attach a statement naming the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

3. Bankruptcy Information

Has your business ever filed for bankruptcy? Yes _____ No _____

Has your business ever been declared bankrupt? Yes _____ No _____

If yes, complete the following:

<u>Date</u>	<u>Court Jurisdiction</u>	<u>Amount of Liabilities</u>	<u>Amount of Assets</u>
_____	_____	_____	_____
_____	_____	_____	_____

4. Pending Litigation

Attach detailed information regarding any litigations, liens, or claims involving any participant in this proposal.

Form E - Cost Component: Facilities

Form E, F-1

Facilities
Fixed Cost Proposal By Facility

	Facility	Year 1 (Monthly)	Year 1 Total (Annual)
1	Chatsworth Metrolink Station & Depot (including Subtask 3.4: LACMTA Facilities)		\$0.00
2	Northridge Metrolink Station		\$0.00
3	Sun Valley Metrolink Station		\$0.00
4	Sylmar/San Fernando Metrolink Station (including Subtask 3.4: LACMTA Facilities)		\$0.00
5	Van Nuys Metrolink Station		\$0.00
6	Encino Park-and-Ride		\$0.00
7	Granada Hills Park-and-Ride		\$0.00
8	Warner Center Transit Hub		\$0.00
9	23909 Normandie		\$0.00
	TOTAL MONTHLY (FIXED)	\$0.00	
	TOTAL YEAR 1 FIXED COSTS		\$0.00

Annual Price Adjustments (Years 2–5):

Contractor shall propose firm, fixed prices for all services per facility for Contract Year 1. For Contract Years 2 through 5, prices shall be adjusted annually based on the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim area, All Items, using the most recently available 12-month average published prior to the anniversary of the Contract start date.

Annual increases shall not exceed five percent (5%) per year. No adjustment shall be made if the CPI-U change is negative or zero. The City reserves the right to deny or delay any CPI-based increase based on contractor performance or available budget.

Any fractional cent in payment amounts shall be rounded up if it is 6 or more, and rounded down if it is 5 or less.

Form E, F-2
Facilities
Fixed Cost Proposal by Task

	Facility		Year 1 Cost (MONTHLY)	Year 1 Total Cost (ANNUAL)
1	Chatsworth Metrolink Station & Depot			
		Facility Management		
		Landscaping/Irrigation		
		Cleaning and Maintenance		
		Depot Building		
		<i>LACMTA - Childcare Landscaping SubTask 3.4.1</i>		
		<i>LACMTA - Restroom Cleaning SubTask 3.4.4</i>		
2	Northridge Metrolink Station			
		Facility Management		
		Landscaping/Irrigation		
		Cleaning and Maintenance		
3	Sun Valley Metrolink Station			
		Facility Management		
		Landscaping/Irrigation		
		Cleaning and Maintenance		
4	Sylmar/San Fernando Metrolink Station			
		Facility Management		
		Landscaping/Irrigation		
		Cleaning and Maintenance		
		<i>LACMTA - Childcare Landscaping Subtask 3.4.1</i>		
		<i>LACMTA - Cleaning of Restroom Subtask 3.4.4</i>		
5	Van Nuys Amtrak/Metrolink Station			
		Facility Management		
		Landscaping/Irrigation		
		Cleaning and Maintenance		

6	Encino Park-and-Ride			
		Facility Management		
		Landscaping/Irrigation		
		Cleaning and Maintenance		
7	Granada Hills Park-and-Ride			
		Facility Management		
		Landscaping/Irrigation		
		Cleaning and Maintenance		
8	Warner Center Transit Hub			
		Facility Management		
		Landscaping/Irrigation		
		Cleaning and Maintenance		
9	23909 Normandie			
		Facility Management		
		Landscaping/Irrigation		
		Cleaning and Maintenance		
TOTAL MONTHLY (FIXED COSTS)			\$0.00	
TOTAL FIXED COSTS - CONTRACT YEAR 1				\$0.00

Annual Price Adjustments (Years 2–5):

Contractor shall propose firm, fixed prices for all services for Contract Year 1, broken down by general task category and facility. For Contract Years 2 through 5, prices shall be adjusted annually based on the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim area, All Items, using the most recently available 12-month average published prior to the anniversary of the Contract start date.

Annual increases shall not exceed five percent (5%) per year. No adjustment shall be made if the CPI-U change is negative or zero. The City reserves the right to deny or delay any CPI-based increase based on contractor performance or available budget.

Any fractional cent in payment amounts shall be rounded up if it is 6 or more, and rounded down if it is 5 or less.

Form E - Cost Component: Facilities

Form E, F-3 (Year 1)
Facilities
Monthly Fixed Costs

				1		2		3		4		5		6		7		8		9		
				Chatsworth Metrolink Station & Depot		Northridge Metrolink Station		Sun Valley Metrolink Station		Sylmar/San Fernando Metrolink Station		Van Nuys Metrolink Station		Encino Park-and-Ride		Granada Hills Park-and-Ride		Warner Center Transit Hub		2309 Normandie		
RFP Section	FIXED COST			Name of Contractor/ Subcontractor	Hourly Rate	Monthly Hours	Monthly Cost	Monthly Hours	Monthly Cost	Monthly Hours	Monthly Cost	Monthly Hours	Monthly Cost	Monthly Hours	Monthly Cost	Monthly Hours	Monthly Cost	Monthly Hours	Monthly Cost	Monthly Hours	Monthly Cost	
4.1 Task 1: Facility Management																						
		Project Manager Salary		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
		Facilities Manager Salary		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
		Other Staff Salary (LIST ALL REQUIRED, SEE BELOW)		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
				\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
				\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
				\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
		Employee Benefits		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
		Equipment/Supplies		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
		Other		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
	TASK 1 Total						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
ABOVE: LIST ALL KEY PROJECT PERSONNEL POSITIONS AND THEIR ALTERNATES																						
4.2 Task 2: Landscaping/Irrigation																						
	2.3	Scheduled Landscaping		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	N/A	N/A	0	\$ -	0	\$ -
	2.3.7	Annual Tree Trimming			N/A	\$ -	N/A	\$ -	N/A	\$ -	N/A	\$ -	N/A	\$ -	N/A	\$ -	N/A	N/A	N/A	\$ -	N/A	N/A
TASK 2 Total						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		
4.3 Task 3: Cleaning and Maintenance																						
	3.3.1	Trash Removal (2 times/wk)		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
	3.3	Scheduled Cleaning		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
	3.3.4-7	Sweeping (weekly)		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
	3.3.8	Fixtures (Monthly)		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	
	3.3.10	Power Wash Platform (2 times/yr)		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	3.3.13	Power Wash Bus Pads (Quarterly)		\$ -	16	\$ -	0	\$ -	N/A	N/A	0	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	0	\$ -	N/A	N/A
	TASK 3 Total						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
Total Fixed Costs By Facility (Monthly)					\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
Subtask	FIXED COST (LACMTA)																					
3.4 LADOT/Metro Agreement																						
	3.4.1	Childcare Landscaping (LACMTA)		\$ -	0	\$ -	N/A	N/A	N/A	N/A	0	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	3.4.4	Cleaning of Restroom (LACMTA)		\$ -	0	\$ -	N/A	N/A	N/A	N/A	0	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
LADOT/Metro Agreement Total (Monthly)					\$ -					\$ -												

Annual Price Adjustments (Years 2–5):
Contractor shall propose firm, fixed prices for all services for Contract Year 1, broken down by general task category and facility. For Contract Years 2 through 5, prices shall be adjusted annually based on the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim area, All Items, using the most recently available 12-month average published prior to the anniversary of the Contract start date.
Annual increases shall not exceed five percent (5%) per year. No adjustment shall be made if the CPI-U change is negative or zero. The City reserves the right to deny or delay any CPI-based increase based on contractor performance or available budget.
Note: Not all Tasks or Subtasks are listed. Please include all Key Project Personnel and Alternate Positions. Any fractional cent in payment amounts shall be rounded up if it is 6 or more, and rounded down if it is 5 or less.

Form E, F-4

Facilities

VARIABLE COSTS & ADDITIONAL WORK

<u>TASK DESCRIPTION</u>	<u>LABOR</u>	<u>PARTS & MATERIALS</u>	<u>TOTAL COST</u>
GROUNDCOVER REPLACEMENT (COST PER FLAT WITH LABOR)			
SOD REPLACEMENT (PER SQUARE FOOT)			
TREE REPLACEMENT (COMMON 15 GAL WITH LABOR)			
TREE REPLACEMENT (COMMON 24" BOX) INCLUDES STAKES & TIES			
RESTAKING OF TREES ON OFF-SCHEDULED SERVICE DAYS			
SPRINKLER HEAD UPGRADE: SCREW ON POP-UP			
SPRINKLER HEAD UPGRADE: SCREW ON BUBBLER			
SPRINKLER HEAD REPLACEMENT, REPAIR BROKEN RISER, FITTING, ETC.			
SPRINKLER PIPE REPAIR: BROKEN FEEDER LINE			
SPRINKLER PIPE REPAIR: BROKEN MAIN LINE			
SPRINKLER VALVE REPAIR: INLINE TYPE			
IRRIGATION: MAIN LINE REPAIR			
ADDITIONAL FACILITY SITE VISIT AND INSPECTION BY FACILITIES MANAGER (OR ALTERNATE)			
POWER WASH PLATFORM			
POWER WASH BUS PAD			
SWEEP PARKING LOT			

All costs for repair tasks and capital improvements should be quoted on a per-incident basis for Year 1.

OPTIONAL**CAPITAL IMPROVEMENTS: COST ESTIMATE**

	<u>LABOR COST</u>	<u>MATERIALS COST</u>	<u>PROJECT COST</u>
Chatsworth Metrolink Station Parking (Lot B only) Repave & Restripe			
Northridge Metrolink Station Parking Lot Repave & Restripe			
Van Nuys Metrolink Station Parking Lot Repave & Restripe			
Sun Valley Metrolink Station Parking Lot Repave & Restripe			
Sylmar/San Fernando Metrolink Station Parking Lot Repave & Restripe			
Replace Chatsworth Depot HVAC Units (8 Units)			
Refurbish Passenger Furnitures/Amenities at the Northridge Metrolink Station			

Annual Price Adjustments (Years 2–5):

All costs above should be quoted as per single incident in Year 1. For Contract Years 2 through 5, prices shall be adjusted annually based on the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim area, All Items, using the most recently available 12-month average published prior to the anniversary of the Contract start date.

Annual increases shall not exceed five percent (5%) per year. No adjustment shall be made if the CPI-U change is negative or zero. The City reserves the right to deny or delay any CPI-based increase based on contractor performance or available budget.

Any fractional cent in payment amounts shall be rounded up if it is 6 or more, and rounded down if it is 5 or less.

Form E, F-4 (PART 2)

Facilities

VARIABLE COSTS & ADDITIONAL WORK

Time & Materials Labor Rates:

Proposer shall submit a complete schedule of hourly labor rates for all labor categories likely to be used under this contract. Rates shall be broken out as follows:

All Labor Rates shall be quoted for Year 1 of the Contract

<u>Cateogry</u>	<u>LABOR RATE (PER HOUR)</u>
PROJECT MANAGER	
LEAD TECHNICIAN	
SENIOR TECHNICIAN	
GENERAL TECHNICIAN	
FACILITY MAINTENANCE TECHNICIAN	
ELECTRICIAN (CERTIFIED)	
PLUMBER (CERTIFIED)	
LEAD LANDSCAPER	
SENIOR LANDSCAPER	
GENERAL LANDSCAPER	
GENERAL LABORER	
CUSTONIAN	
JANITOR	
<u>OTHER POSITIONS (PLEASE SPECIFY ALL)</u>	
OTHER: EQUIPMENT USE (PLEASE LIST) ...	

Annual Price Adjustments (Years 2–5):

All costs above should quote Labor Rates Per Hour in Year 1. For Contract Years 2 through 5, prices shall be adjusted annually based on the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim area, All Items, using the most recently available 12-month average published prior to the anniversary of the Contract start date.

Annual increases shall not exceed five percent (5%) per year. No adjustment shall be made if the CPI-U change is negative or zero. The City reserves the right to deny or delay any CPI-based increase based on contractor performance or available budget.

Any fractional cent in payment amounts shall be rounded up if it is 6 or more, and rounded down if it is 5 or less. Compensation for time will be rounded to the nearest quarter hour.

Form F - Cost Component: Sign Management & Maintenance

Form F, S-1**Sign Management & Maintenance
FIXED COSTS TOTALS**

YR-1

	TASKS	Year 1 Total (MONTHLY)	Year 1 Total (Annual)
1	PROGRAM MANAGEMENT		\$0.00
2	BUS STOP MAINTENANCE (Cleaning & Preventative Maintenance)		\$0.00
	TOTAL MONTHLY (FIXED)	\$0.00	
	TOTAL ANNUAL COSTS (FIXED)		\$0.00

Annual Price Adjustments (Years 2–5):

Contractor shall propose firm, fixed prices for all services for Contract Year 1. For Contract Years 2 through 5, prices shall be adjusted annually based on the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim area, All Items, using the most recently available 12-month average published prior to the anniversary of the Contract start date.

Annual increases shall not exceed five percent (5%) per year. No adjustment shall be made if the CPI-U change is negative or zero. The City reserves the right to deny or delay any CPI-based increase based on contractor performance or available budget.

Any fractional cent in payment amounts shall be rounded up if it is 6 or more, and rounded down if it is 5 or less.

Form F, S-2

Sign Management & Maintenance

FIXED COSTS BY TASK

RFP Section	TASKS	Name of Contractor/ Subcontractor	Monthly Hours	Year 1		
				Hourly Rate	Monthly Cost	Annual Cost

4.4	Program Management					
	Project Manager Salary		0	\$ -	\$ -	\$ -
	Other Staff Salary (e.g. Operations Manager)		0	\$ -	\$ -	\$ -
	Employee Benefits		0	\$ -	\$ -	\$ -
	Equipment/Supplies				\$ -	\$ -
4.6	Storage of Bus Signs & Materials				\$ -	\$ -
	Other		0	\$ -	\$ -	\$ -

Total

\$ -	\$ -
Monthly	Annually
Year 1	

RFP Section	TASKS	No. of Signs	Rate Per Sign	Year 1		
				Monthly Cost	Annually	Annual Cost
4.4	Bus Stop Sign Maintenance (Cleaning & Preventative Maintenance)					
	Monthly	827	\$ -	\$ -	\$ -	\$ -
	Quarterly	1201	\$ -	\$ -	\$ -	\$ -
	Biannual (twice per year)	618	\$ -	\$ -	\$ -	\$ -

Total

\$ -	\$ -
Monthly	Annually
Year 1	

Annual Price Adjustments (Years 2–5):

Contractor shall propose firm, fixed prices for all services for Contract Year 1. For Contract Years 2 through 5, prices shall be adjusted annually based on the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim area, All Items, using the most recently available 12-month average published prior to the anniversary of the Contract start date.

Annual increases shall not exceed five percent (5%) per year. No adjustment shall be made if the CPI-U change is negative or zero. The City reserves the right to deny or delay any CPI-based increase based on contractor performance or available budget.

Any fractional cent in payment amounts shall be rounded up if it is 6 or more, and rounded down if it is 5 or less.

Form F - Cost Component: Sign Management & Maintenance

Form F, S-3

Sign Management & Maintenance
VARIABLE COSTS & ADDITIONAL WORK

<u>WORK COMPENSATED ON A PER TASK BASIS</u>	<u>LABOR</u>	<u>MATERIALS</u>	<u>TOTAL COST</u>
Bus Stop Sign ID Number Need to be Changed			
Install Commuter Express (CE) Signs on Existing Post			
Install DASH Signs on Existing Post			
Replace Sign Post (if Damaged/Knocked Down)			
Install New Sign Post & Commuter Express (CE) Signs			
Install New Sign Post & DASH Signs			
Off-Schedule Cleaning			
Relocate Post & Sign			
Relocate Sign to an Existing Post			
Remove Post & Sign			
Remove Old LADOT Bus Stop Sign Only			
Replace Damaged Post Anchor			
Replace Damaged Post Base			
Replace Bus Stop Sign with New Sign			
Straighten Bent Post			
Trim Tree			
New Sign Site Field Survey			
Add Preventative Maintenance for sign, post, hardware & adjacent area - Monthly (Per sign/location)			
Add Preventative Maintenance for sign, post, hardware & adjacent area - Quarterly (Per sign/location)			
Add Preventative Maintenance for sign, post, hardware & adjacent area - Bi-Annual (Per sign/location)			
<i>NOTE: All costs above should be quoted as per single incident in Year 1.</i>			
<u>WORK COMPENSATED AS TIME & MATERIALS</u>	<u>LABOR (Hourly Labor Rate)</u>	<u>MATERIALS COST</u>	<u>PROJECT COST</u>
GRAFFITI REMOVAL		N/A	
GENERAL HOURLY RATE (1 EMPLOYEE & 1 VEHICLE)		Pass-through	
SPECIALIST HOURLY RATE (1 EMPLOYEE & 1 VEHICLE)		Pass-through	
TECHNICIAN HOURLY RATE (1 EMPLOYEE & VEHICLE)		Pass-through	
SENIOR TECHNICIAN HOURLY RATE (1 EMPLOYEE & VEHICLE)		Pass-through	
<u>OTHER POSITIONS (PLEASE SPECIFY ALL):</u>			
<i>Time compensation for labor rates will be rounded to the nearest quarter hour</i> Labor costs and/or hourly rates should be quoted for Year 1. For Contract Years 2 through 5, prices shall be adjusted annually based on the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim area, All Items, using the most recently available 12-month average published prior to the anniversary of the Contract start date. Annual increases shall not exceed five percent (5%) per year. No adjustment shall be made if the CPI-U change is negative or zero. The City reserves the right to deny or delay any CPI-based increase based on contractor performance or available budget. Any fractional cent in payment amounts shall be rounded up if it is 6 or more, and rounded down if it is 5 or less. Any fractional cent in payment amounts shall be rounded up if it is 6 or more, and rounded down if it is 5 or less.			

Appendices A & B

Appendix A - Mandatory City Contracting Requirements (July 2024)

- City Contracting Requirements Checklist
- Request for Proposal City Contracting Requirements
- Standard Provisions for City Contracts (Rev. 1/25 [v.2])

Appendix B - Federal Transit Administration (FTA) Contractual Provisions (August 2025)

- Part 1 - Federal Transit Administration (FTA) Contracting Requirements (rev. 4.4.2024)
- FTA Checklist - Service/Operations
- Part 2 - Federal Transit Administration (FTA) Required Clauses (Rev. 8/2025)

Appendix A

Mandatory City Contracting Requirements
(July 2024)

City of Los Angeles



Department of Transportation

Request for Proposals (RFP)
City Contracting Requirements

CITY CONTRACTING REQUIREMENTS CHECKLIST

SECTION I – Compliance Documents to be Submitted with Response by All Proposers

Proposers are required to complete and **submit** the following documents **with their response**.

A	Business Inclusion Program (BIP) - Schedule A	
B	Bidder Certification CEC Form 50 (Municipal Lobbying Ordinance)	
C	Prohibited Contributors (Bidders) CEC Form 55 (Campaign Finance Ordinance)	
D	Non-Collusion Affidavit	
E	Contractor Responsibility Ordinance Questionnaire	
F	Contractor Workforce Information Form (LA Residence Information)	
G	Certification of Compliance with Child Support Obligations	
H	Iran Contracting Act of 2010 Compliance Affidavit	
I	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)	

SECTION II – Compliance Documents to be Completed and Submitted on RAMPLA.ORG

Proposers are required to complete and submit the following documents **by the proposal due date**.

J	Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)	
K	Disclosure Ordinances (Slavery and Border Wall Contracting)	
L	Local Business Preference Program (LBPP) ONLY required if the proposer chooses to participate in the Program.	

SECTION III – Required Documents Prior to Award of Contract

Qualified OR selected proposers for contract award are required to submit these documents **before the contract is executed**.

M	Contractor Responsibility Ordinance Pledge of Compliance	
N	Certification of Compliance with the Americans with Disabilities Act	
O	Insurance Requirements: Workers' Compensation, General Liability, Auto Liability Proposer's insurance agent must submit Acord 25 Form to CAO Risk Management at https://kwikcomply.org	
P	Financial Guarantee: Performance Bond, Letter of Credit, etc. ONLY if required by the solicitation.	
Q	Business Tax Registration Certificate (BTRC)	
R	Internal Revenue Service (IRS) Form W-9	

SECTION IV – City Contract Compliance Requirements

Proposers are advised the following provisions will be part of the contract. **No forms or documents are required to be submitted.**

S	Nondiscrimination/Equal Employment Practices/Affirmative Action	
T	Contractor Performance Evaluation Ordinance	
U	Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance (Fair Chance Initiative for Hiring)	
V	Standard Provisions for City Contracts	

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION I

Compliance Documents to be Submitted with Response by All Proposers

Section A

Business Inclusion Program (BIP)

Established by Mayor's Executive Directive No. 14 (Villaraigosa series), this program requires all proposers responding to Requests for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE, WBE, SBE, EBE, DVBE, and OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the proposer's outreach efforts, the proposer is required to perform the Business Inclusion Program (BIP) Outreach on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org.

INSTRUCTIONS

All Proposers must perform and submit the BIP Outreach requirements on RAMP as described in the following attachment. Technical instructions for using RAMP to complete BIP Outreach are available on the RAMP Support page at <https://www.rampla.org/s/support>.

Outreach must be completed **15 DAYS** prior to the deadline for proposal submission.

All Proposers **MUST also complete and submit** the BIP Schedule A and include in their response.

Responses submitted without a completed BIP Schedule A **WILL** be deemed non-responsive and disqualified from being considered.

All BIP Outreach documentation must be submitted on RAMP by 4:30 p.m. on the first calendar day following the day of the proposal submission deadline.

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)
FOR A REQUEST FOR PROPOSAL (RFP)**

Performance of a BIP outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subconsultants must be completed on the Regional Alliance Marketplace for Procurement (RAMP), www.rampla.org.

All BIP outreach documentation must be submitted on the RAMP by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline.

The Los Angeles Department of Transportation anticipated levels of:

MBE Participation	18%
WBE Participation	4%
SBE Participation	25%
EBE Participation	8%
DVBE Participation	3%

NOTE: BIP outreach information and/or assistance may be obtained through the [RAMP](#) portal. The [RAMP Business Inclusion Program \(BIP\) Walkthrough Manual](#) provides detailed instructions to guide businesses through the BIP process. Should additional assistance be required, it is recommended that the business visit the [RAMP Support](#) webpage or submit a help ticket for additional support by completing the [Support Request Form](#). Please be advised that the RAMP Support Desk will take approximately 10 days to respond to help requests and LADOT personnel will be unable to assist with issues related to this process.

**CITY OF LOS ANGELES' POLICY
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)**

SUMMARY

This policy sets forth the City of Los Angeles' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs. Failure to demonstrate an outreach on the RAMP to comply with the indicators will render the proposal non-responsive.

A. GENERAL

This policy statement explains how the City's BIP will be administered within the Awarding Authority for personal services contracts. The Awarding Authority is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Awarding Authority on a contractual basis. The BIP is set forth in this policy Statement. Respondents to this Awarding Authority shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this Program may be obtained through the [RAMP](#) portal. The [RAMP Business Inclusion Program \(BIP\) Walkthrough Manual](#) provides detailed instructions to guide businesses through the BIP process. Should additional assistance be required, it is recommended that the business visit the [RAMP Support](#) webpage or submit a help ticket for additional support by completing the [Support Request Form](#). Please be advised that the RAMP Support Desk will take approximately 10 days to respond to help requests and LADOT personnel will be unable to assist with issues related to this process.

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$15 million.

3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed \$5 million.
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business that is at least 51 percent owned by one or more disabled veterans.
 - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current **on the date the Awarding Authority awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
 - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (Caltrans); 3) Any certifying agency that is a part of the State of California Unified Certification Program (CUCP) as long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements; 4) Southern California Minority Supplier Development Council (SCMSDC) for MBE certifications; 5) Women's Business Enterprise Council West (WBEC)-West for WBE certifications; or 6) California Public Utilities Commission's Supplier Clearinghouse (CPUC).

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

1. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail address: bca.certifications@lacity.org
Internet address: <https://bca.lacity.org/certifications-printable-forms>
2. California Department of Transportation, Office of Business and Economic Opportunity
1823 14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700
Internet address: www.dot.ca.gov/programs/business-and-economic-opportunity

3. Southern California Minority Supplier Development Council (for a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960
Fax: (213) 689-1707
Internet address: www.scmsdc.org
 4. Women's Business Enterprise Council – West (WBEC-West)
400 Corporate Pointe, Suite 300 Culver City, CA 90230
Telephone: (310) 461-4361
E-mail: office@wbec-west.org
Internet address: www.wbec-west.com
 5. California Public Utilities Commission's Supplier Clearinghouse (CPUC)
10100 Pioneer Boulevard, Suite 103, Santa Fe Springs, CA 90670
Telephone: (562) 325-8685
Fax: (562) 278-0153
Internet address: <http://www.thesupplierclearinghouse.com/>
- b. Certification as a Small or Emerging Business Enterprise: An SBE must be certified by either 1) City of Los Angeles, Bureau of Contract Administration as a Local, Small Business Enterprise; or 2) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services as long as the certification meets all of the City of Los Angeles' SBE and/or EBE certification criteria.

Note: The City of Los Angeles, Bureau of Contract Administration does not offer EBE certifications. However, if a company holds a City of Los Angeles certification as a Local, Small Business Enterprise, they can request an SBE and EBE designation on their RAMP company profile. The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.

Applications for certification and directories of SBE/EBE certified firms are available at the following locations:

1. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail: bca.certifications@lacity.org
Internet address: <https://bca.lacity.org/certification>
 2. Office of Small Business & Disabled Veteran Business Enterprises (OSDS) Resources
707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by either: 1) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services; or 2) Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, Center for Verification and Evaluations as Service-Disabled Veteran-Owned Small Business (SDVOSB) and be headquartered in

California.

Applications for certification/verification and directories of DVBE and SDVOSB certified/verified firms are available at the following locations:

1. Office of Small Business & Disabled Veteran Business Enterprises Services (OSDS)
707 3rd Street, West Sacramento, CA 95605 Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
2. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization (OSDBU)
Internet address: <https://www.va.gov/osdbu/>
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the consultant.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE, and OBE.
 - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under

Paragraph B, Definitions, Item 8, **on the date the Awarding Authority awards a contract for the project** before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

- b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain certified MBEs, WBEs, SBEs, EBEs, and DVBEs through subconsulting or materials and supplies acquisition to reach anticipated participation levels.
- c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the levels of MBE, WBE, SBE, EBE, DVBE and/or OBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- d. MBE, WBE, SBE, EBE, DVBE and/or OBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualifies as both an MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, an MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, DVBE and/or OBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work. Additionally, a firm listed for participation credit must be performing work or a service which is considered a normal part of their business activity offered to the public.
- g. MBE and/or/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.
- i. A listed firm whose participation is credited initially as an OBE, but becomes certified or obtains additional certifications subsequent to the date of the contract award, will receive the appropriate participation credit for any work performed after becoming certified. Additionally, if the subconsultant has a status change in any of its certifications during the performance of work under the contract, the firm will not receive certification credit for work performed after the certification status change.

C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents alike, the Mayor's Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Regional Alliance Marketplace for Procurement (RAMP).

The RAMP can be accessed at www.rampla.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not be the basis for disqualification or determination of noncompliance with this policy. However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection. *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a respondent's BIP Outreach will be determined by the Board of Public Works (Board) after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties encountered (i.e.: inability to log in, system log out, receiving an error message when you believe you have met the requirements, etc.) while utilizing the RAMP should be reported immediately using the following steps:

1. Submit a help ticket for additional support by completing the [Support Request Form](#)
2. E-mail RAMP Support at support@rampla.org
3. E-mail the LADOT DCC Lindsey Estes at Lindsey.Estes@lacity.org and cc: Robin.Quintanilla@lacity.org and ladot.transitcontracts@lacity.org
4. E-mail the Project Manager and other designated personnel within the contract opportunity listing

(Please note, the LADOT DCC, LADOT Project Manager, and other LADOT personnel cannot assist with technical issues, but will be able to make note that difficulties were encountered.)

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore, submission by a third party will result in the respondent being deemed non-responsive. BIP Outreach may be completed by any Joint Venture member on behalf of the Joint Venture or under the name of the Joint Venture.

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
---	--

The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth on Page 1 herein and to have the proposer meet the subconsulting expectations for the project.

Required Documentation: No documentation is required from the proposer.

2	ATTENDED PRE-SUBMITTAL MEETING
---	---------------------------------------

The proposer attended the pre-submittal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement may be waived if the proposer certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

Required Documentation: An employee of the proposer's company must attend the pre-submittal

meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by City records. The waiver must also include the NAICS codes for the subconsultant the Prime met with at the matchmaking event, and those NAICS codes **MUST** be included in the opportunity the Prime is bidding on.

Note: If the RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
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The proposer has identified the minimum number, as determined by the Awarding Authority, of specific areas of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

Required Documentation: Outreach via e-mail in the selected work areas. This outreach must be performed using the RAMP's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the RAMP. Failure of the proposer to outreach in all of the work areas selected by the City as potential subconsulting work areas may result in the RFP response being deemed non-responsive.

Note: City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline.

4	WRITTEN NOTICES TO SUBCONSULTANTS
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All notifications must be provided utilizing RAMP, and made not less than **fifteen (15) calendar days** prior to the date the RFP responses are required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each area of work to be performed.

Required Documentation: E-mail notification in each of the selected work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work area to be performed. The notification must be performed using the RAMP's BIP Outreach system. The notification must be to potential subconsultants currently registered on the RAMP. If the proposer is aware of a potential subconsultant that is not currently registered on the RAMP, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their BIP outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBE, WBE, SBE, EBE, DVBE and OBE firms for each work area chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work area at the time the RFP was uploaded to the RAMP.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16
21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

A proposer's failure to utilize this notification function will result in their RFP response being deemed non-responsive.

Note: Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the RAMP's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. By "double clicking" on a red box containing "0*" the proposer will be taken to a list of firms(s) that will allow them to meet this requirement, as long as the notification deadline has not passed. If a proposer is not finding firms of a certain type of certification status when performing their notification search under the six (6) digit NAICS code, the proposer will need to expand their search to the five (5) digit code (i.e.: If none are listed under 236210 – Industrial Building Construction, then search under 23621 – Industrial Building Construction.) Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress. In case of technical error, please follow the process for reporting these errors as outlined in Section C.

5	PLANS, SPECIFICATIONS AND REQUIREMENTS
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The proposer provided interested subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

Required Documentation: Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested subconsultants. The notification must be performed using the RAMP's BIP Outreach system.

Note: For purposes of RFPs, making a copy of the RFP available to potential subconsultants will meet this requirement. At the time a proposer utilizes the RAMP's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline.

The proposer has responded to every unsolicited offer sent by a Registered Subconsultant using RAMP and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subconsultant, as determined by the Awarding Authority. The proposer must submit a list of all subconsultants for each area of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using RAMP.

Required Documentation:

- a. Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- b. An online Summary Sheet organized by work area, listing the following:
 1. The responses and/or bids received;
 2. The name of the subconsultant who submitted the bid/quote;
 3. The dollar amount of the bid/quote;
 4. A brief reason given for selection/non-selection as a subconsultant;
 5. The subconsultant selected for that work area.
- c. Copies of all MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted through the RAMP to the “BIP Supporting Documents” section of the Summary tab prior to the proposer being awarded the contract by the City;

The proposer will be given a choice of responses to indicate 1) No Response received; 2) Response received; but no subconsultant bid submitted; or 3) Submit Bid and include bid amount.

The proposer will be able to choose a preselected reason for selection/non-selection, but may also need to include further explanation in the Notes Section of the online Summary Sheet. If the proposer elects to perform a work area with its own forces and they received a sub-bid/response, they must include a bid/response that shows their own costs for the work. Also, if the proposer is not a Local Business Enterprise (LBE), but wants to participate in the Local Business Preference Program (LBPP) by utilizing Local Business Enterprise subconsultants as prescribed in the LBPP requirements of the RFP documents, a subconsultant’s LBE status can be considered a reason for selection over a non-LBE subconsultant. **All bids/responses received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid/response from each subconsultant listed on the online Summary Sheet. **All potential subconsultants with whom the proposer has had contact outside of the RAMP must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the RAMP’s BIP Outreach system and must be submitted by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. If a bid/response is submitted by a firm that is not registered with the RAMP, the proposer is required to add that firm to their Summary Sheet. A proposer’s failure to utilize the RAMP’s Summary Sheet function will result in their RFP response being deemed non-responsive.

Note: City staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their Summary Sheet on the RAMP’s BIP Outreach Summary Sheet function after

4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. City staff will access the RAMP and verify compliance with the Summary Sheet provision of this Indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the RAMP prior to being awarded the contract. In case of technical error, proposers must follow the process for reporting these errors as outlined in Section C.

7

BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE

Each notification by the proposer shall also include an offer of assistance to interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

Required Documentation: Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the RAMP's BIP Outreach notification system.

Note: At the time a proposer utilizes the RAMP's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit subconsultant responses or is deemed contrary to the intent of this Indicator. City staff will access the RAMP and verify compliance with this Indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the RAMP's BIP Outreach system or prior to award of the contract, as specified for each Indicator. The Awarding Authority in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Awarding Authority.

D. AWARD OF CONTRACT

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose RFP response complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract. Proposers are required to have each one of their subconsultants register on the RAMP prior to the award of the contract.

In the event that the Awarding Authority considers awarding away from a proposer because of the proposer's failure to supply adequate BIP Outreach documentation, the Awarding Authority shall afford the proposer an opportunity to present further evidence to the Awarding Authority prior to a public hearing of the proposer's BIP Outreach evaluation.

E. SUBCONSULTANT SUBSTITUTION

In addition to the requirements set forth in the provisions pertaining to the listing of subconsultants, the following shall apply for the purpose of this program:

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must perform a BIP Supplemental Outreach to replace the subconsultant.
 - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
 1. Name of company contacted; contact person and telephone number; date and time of contact.
 2. Response for each area of work which was solicited, including dollar amounts.
 3. Reason for selection or rejection of sub-bid prospect.
 4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at bca.biphelp@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
 - b. The Consultant shall submit all documentation to the Awarding Authority's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
 - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
 - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
 - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

G. SUBMITTAL DOCUMENTS

1. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form (Schedule A):
Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form, provided herein as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.
2. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B):
During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.
3. Final Subcontracting Report (Schedule C):
Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Board within 15 working days after completion of the contract.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

The Awarding Authority which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Board to reject all proposals in accordance with Charter Section 371.

RFP SCHEDULE A
MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONSULANT INFORMATION FORM
 (NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN and DATE ALL SHEETS)

Project Title:	Work Order Number:
Consultant:	Address:
Contact Person:	Phone:

List of all Subconsultants (Service Providers/Suppliers/Etc.)				
Name, Address, and Phone No. of Subconsultant	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Caltrans/City/ MTA Certification No.	Dollar Value of Subcontract

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date					
	Total Dollar	Percent		Total Dollars	Percent
MBE Participation	\$	%	WBE Participation	\$	%
SBE Participation	\$	%	EBE Participation	\$	%
DVBE Participation	\$	%	OBE Participation	\$	%

Signature of Person Completing this Form	Printed Name	Title	Date

MUST BE SUBMITTED WITH PROPOSAL

RFP SCHEDULE B
MBE/ WBE/ SBE/ DVBE/ OBE UTILIZATION PROFILE

Project Title:		Work Order Number:	
Consultant:	Address:		
Contact Person:		Phone/Email:	

Contract Amount (Including Amendments)	This Invoice Amount

MBE/ WBE/ SBE/ DVBE/ OBE Subconsultant (List All Subconsultants)						
Name of Subconsultant	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification Number	Original Subcontract Amount	This Invoice Amount	Invoiced to Date (Include this Invoice)	Scheduled Participation to Date

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date					
	Total Dollar	Percent Achieved		Total Dollars	Percent Achieved
MBE Participation	\$	%	WBE Participation	\$	%
SBE Participation	\$	%	EBE Participation	\$	%
DVBE Participation	\$	%	OBE Participation	\$	%

Invoiced to Date Amount (Includes this Invoice)	\$
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Signature of Person Completing this Form	Printed Name	Title	Date

MUST BE SUBMITTED WITH EACH INVOICE

RFP SCHEDULE C
FINAL SUBCONSULTING REPORT

Project Title:		Work Order Number:	
Contractor:		Address:	
Contact Person:		Phone/Email:	
Total Contract Amount (Including Amendments)		\$	

MBE/ WBE/ SBE/ DVBE/ OBE Subconsultants (List All Subconsultants)					
Name, Address, Phone of all Subcontractors Listed on Schedule C	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/	Certification Agency and Certification Number	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

*If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollar	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation		%	%	WBE Participation		%	%
SBE Participation		%	%	EBE Participation		%	%
DVBE Participation		%	%	OBE Participation		%	%

Total Final Amount Invoiced	\$
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Signature of Person Completing this Form	Printed Name	Title	Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

Section B

Bidder Certification CEC Form 50 Municipal Lobbying Ordinance

The Municipal Lobbying Ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing decisions of City government. Proposers are required to submit with their response a completed and signed Bidder Certification CEC Form 50 acknowledging that, if the Proposer qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02 (the exemptions in Los Angeles Municipal Code Section 48.03 do not apply), the Proposer agrees to Bidder Certification CEC Form 50 comply with the disclosure requirements and prohibitions established in the Municipal Lobbying Ordinance.

A copy of the ordinance can be found at:

<https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>

Further information is available at:

<https://ethics.lacity.gov/publications/bidders-contractors-brochure>

<https://ethics.lacity.org/pdf/forms/city/CEC50.pdf>

INSTRUCTIONS

All Proposers **MUST complete and submit** the [Bidder Certification CEC Form 50](#) with their response.

Responses submitted without a completed Bidder Certification CEC Form 50 **WILL** be deemed non-responsive and disqualified from being considered.

Section C

Prohibited Contributors (Bidders) CEC Form 55 Campaign Finance Ordinance

Charter Section 470(c)(12) and related ordinances state that proposers may not make campaign contributions to and/or engage in fundraising for any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate from the time they submit a response until either the contract is approved or, for awarded proposers, twelve (12) months after the contract is signed. The proposer who bids on or submits a proposal or other response to a contract solicitation and subcontractors expected to receive \$100,000 or more in work on the contract are subject to limitations on campaign contributions and fundraising. Proposer's principals, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

By submitting the Prohibited Contributors (Bidders) Form 55, as prescribed by the City Ethics Commission, the proposer acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances.

A copy of Los Angeles City Charter §470 can be found at:

<https://ethics.lacity.org/wp-content/uploads/Charter-Sec-470.pdf>

A copy of the ordinance can be found at:

<https://ethics.lacity.org/wp-content/uploads/2019/01/CFO-20181219-Effective-20190128-Final.pdf>

Further information is available at:

<https://ethics.lacity.org/campaigns/>

INSTRUCTIONS

All Proposers **MUST complete and submit** the [Prohibited Contributors \(Bidders\) Form 55](#) with their response. Detailed instructions on proper completion of the form are provided here: [Prohibited Contributors \(Bidders\) Form 55 Instructions](#).

Responses submitted without a completed Prohibited Contributors (Bidders) Form 55 **WILL** be deemed non-responsive and disqualified from being considered.

Section D

Non-Collusion Affidavit

Pursuant to Los Angeles Administrative Code Section 10.15, each response must include a statement submitted and signed by the proposer under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the proposer has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the proposer has not in any manner sought by collusion to secure an advantage over any other proposer.

INSTRUCTIONS

All Proposers **MUST complete and submit** the enclosed Non-Collusion Affidavit and include in their response.

Responses submitted without a completed Non-Collusion Affidavit **WILL** be deemed non-responsive and disqualified from being considered.

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and if available affix the corporate seal (see space below).

I, _____, depose and say that I am
_____, of _____,
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this proposal to the City of Los Angeles, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: _____ at _____
(Month, Day, Year) (City, State)

(Corporate Seal, if available) I certify under penalty of perjury that the foregoing is correct.

(Signature)

Section E

Contractor Responsibility Ordinance

Proposers are advised that any contract awarded pursuant to this procurement process will be subject to the provisions of the Contractor Responsibility Ordinance, Los Angeles Administrative Code 10.40 et seq. The Contractor Responsibility Ordinance (CRO) requires a determination, via the Responsibility Questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles.

Further information regarding the requirements of the ordinance is available at:

<https://bca.lacity.org/Ordinances>

INSTRUCTIONS

All Proposers **MUST complete, print and submit** an initial submission of the [Service Contractor Responsibility Ordinance \(CRO\) Questionnaire](#) and include in their response.

Responses submitted without a completed Responsibility Questionnaire **WILL** be deemed non-responsive and disqualified from being considered.

Section F

Contractor Workforce Information (LA Residence Information)

All Proposers must complete the Los Angeles Residence Information form in order to be considered for a contract award. An important policy goal of the City is to encourage businesses to locate or remain in the City. To track that goal effectively, the Los Angeles City Council, on January 7, 1992, adopted a motion (Council File 92-0021) that requires all City departments to gather various information on contractors who conduct business with the City and all proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

The following information is to be included in each proposal:

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

INSTRUCTIONS

All Proposers **MUST complete and submit** the enclosed City of Los Angeles Contractor Business Locations and Workforce Information Form and include in their response.

Responses submitted without a completed City of Los Angeles Contractor Business Locations and Workforce Information Form **WILL** be deemed non-responsive and disqualified from being considered.

CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: _____

I. Corporate or Main Office Information:

Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

II. City of Los Angeles Branch Offices Information:

Note: If there are no Los Angeles Branch offices, mark N/A on first line.

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

Section G

Child Support Obligations

Los Angeles Administrative Code Section 10.10 requires all contractors and subcontractors performing work for the City to comply with all State and Federal reporting requirements and wage and earning assignments relative to legally mandated child support. Proposers must complete and return the enclosed form and agree to comply with all terms and conditions within. Furthermore, Proposers are advised that any contract awarded pursuant to this procurement process will be subject to the applicable provisions of the Child Support Obligations Ordinance.

INSTRUCTIONS

All Proposers **MUST complete and submit** the enclosed Certification of Compliance with Child Support Obligations and include in their response.

Responses submitted without a completed Certification of Compliance with Child Support Obligations **WILL** be deemed non-responsive and disqualified from being considered.

City of Los Angeles

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS**

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

Section H

Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all Proposers submitting a response for, entering into, or renewing contracts with the City of Los Angeles 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.

INSTRUCTIONS

All Proposers **MUST complete, print, and submit** the [Iran Contracting Act of 2010 Compliance Affidavit](#) and include in their response.

Responses submitted without a completed Iran Contracting Act of 2010 Compliance Affidavit **MAY** be deemed non-responsive and disqualified from being considered.

Section I
Living Wage Ordinance
And
Worker Retention Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, must comply with the provisions of the Living Wage Ordinance (LWO), Los Angeles Administrative Code Section 10.37 et seq., and the Worker Retention Ordinance (WRO), Los Angeles Administrative Code Section 10.36 et seq.

Forms LW-5, LW-6, and LW-18 will be required from the successful Proposer and their subcontractors within 30 days of contract execution. These forms are available at the [Living Wage Printable Forms and Posters](#) section of BCA's LWO information page.

Proposers who believe that they meet the qualifications for one of the exemptions must apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29).

More detailed information about the ordinances are available on the Bureau of Contract Administration's website at:

<https://bca.lacity.org/living-wages-ordinance-lwo>

<https://bca.lacity.org/service-contract-worker-retention-ordinance-scwro>

The LWO Exemption forms are available here:

[Exemption Application \(Form LW-10\)](#)

[Small Business Exemption Application \(Form LW-26\)](#)

[501\(c\)\(3\) Non-profit Exemption Application \(Form OCC/LW-28\)](#)

[Non-Coverage Determination Application \(Form OCC/LW-29\)](#)

(Rev. 01/18)

INSTRUCTIONS

If exemption from the Living Wage Ordinance is **not** claimed, Proposer must complete and return the enclosed compliance form with the response. Additional forms will be required from the successful Proposer within 30 days of contract execution as described above.

If applying for an exemption from the Living Wage Ordinance, Proposer must complete and submit the appropriate exemption form and submit completed form with their response.

City of Los Angeles

COMPLIANCE WITH THE LIVING WAGE ORDINANCE

Return this document with the Proposal/Bid Response

By submitting this form, the undersigned hereby declares that an application for exemption is NOT submitted with Proposal/Bid Response and agrees to fully comply with the requirements of the Los Angeles Administrative Code section 10.7, Living Wage Ordinance.

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION II

Compliance Documents to be Completed and Submitted on RAMPLA.ORG

Section J
Equal Benefits Ordinance
And
First Source Hiring Ordinance

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Contractors are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org. Contractors are responsible for creating an RAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance (EBO):

Contractors are advised that any contract awarded pursuant to this procurement process will be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Contractors shall complete and submit the Equal Benefits Ordinance/First Source Hiring Ordinance Compliance Affidavit, available on RAMP at www.rampla.org, prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first submitted on RAMP. The City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO/FSHO Affidavit. Contractors seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/equal-benefits-ordinance-ebo>

First Source Hiring Ordinance (FSHO):

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City loans or grants, must comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Contractors shall complete and electronically sign the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit available on RAMP at www.rampla.org, prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP.

Contractors seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/first-source-hiring-ordinance-fsho>.

(Rev. 04/22)

INSTRUCTIONS

Proposers must complete and electronically sign the Equal Benefits Ordinance /First Source Hiring Ordinance Compliance Affidavit in the Compliance Documents section of their RAMP Business Profile by the proposal submission deadline. Instructions for submitting compliance documents on RAMP are available on the RAMP Support page at <https://www.rampla.org/s/support>.

Section K Disclosure Ordinances (Slavery and Border Wall Contracting)

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this procurement process will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

Contractors are required to complete a streamlined Disclosure Ordinances Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org.

Contractors are responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Affidavit web form. The web form will be verified by the Bureau of Contract Administration (BCA) prior to contract execution.

Contractors seeking additional information regarding the requirements of the SDO and DBWCO may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/slavery-disclosure-ordinance-sdo>.

INSTRUCTIONS

Proposers must complete and electronically sign the Disclosure Ordinances Affidavit in the Compliance Documents section of their RAMP Business Profile by the proposal submission deadline. Instructions for submitting compliance documents on RAMP are available on the RAMP Support page at <https://www.rampla.org/s/support>.

Section L

Local Business Preference Program

Per City of Los Angeles Ordinance No. 187121 and LAAC § 10.25, et seq., the City is committed to maximizing opportunities for local businesses and local small businesses in Los Angeles County, business entities working with the hardest-to-employ populations. It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The new Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. Criteria and instructions for participation in the LBPP are set forth herein.

Effective March 27, 2024, the Local Business Preference Program (LBPP) was modified in regards to awarding preferences for contracts valued over \$150,000. The details of these changes are outlined in the City of Los Angeles Ordinance No. 188111. The attached template is included as a resource on how the LBPP is calculated and incorporated in the evaluation process.

INSTRUCTIONS

Proposers interested in participating in the LBPP must complete a Local Business Enterprise (LBE), Local Small Business (LSB), and/or Local Transitional Employer (LTE) application. The required Applications/Renewals will only be accepted and processed through RAMP. Instructions for applying for certifications are available on the RAMP Support page at <https://www.rampla.org/s/support>.

PROPOSALS

(Pages LBPP-1 through LBPP-7)

LBPP Citywide RFP (Rev. 6/14/2024)

CITY OF LOS ANGELES
REQUEST FOR PROPOSALS - LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)
City of Los Angeles Ordinance No. 188111, Article 4, Sections 10.25, *et seq.*
of the Los Angeles Administrative Code
CONTRACTS OVER \$150,000

Local Business Prime- County (LBE)	6%
------------------------------------	----

Local Small Business (LSB) or subcontracts with LSB	2%
---	----

Local Transitional Employer (LTE) or subcontracts with LTE	2%
--	----

*The maximum combined preference for an LBE shall not exceed 10%.

Or

Local Business Prime- City (CBE)	10%
----------------------------------	-----

LSB or subcontracts with LSB	2%
------------------------------	----

LTE or subcontracts with LTE	2%
------------------------------	----

*The maximum combined preference for a CBE shall not exceed 12%.

Or

LBE, CBE, LSB, LTE Subcontractor(s)	Up to 5%
-------------------------------------	----------

NOTE: Local Business Preference Program information and/or assistance may be obtained through the Office of Contract Compliance (OCC), Certification, Outreach, Regulations and

Enforcement (CORE) is responsible for administering the City's certification program. Visit the OCC website for more information: <https://bca.lacity.org/certification>

MANDATORY LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) FOR USE ON CITY-FUNDED CONTRACTS GREATER THAN \$150,000

General

This program is subject to the policies and requirements established by the City Council and the City of Los Angeles (City) Mayor's Office. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in the City and County of Los Angeles. It is the policy of the City to reduce unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Proposers should be fully informed of this program.

Awarding Authorities shall opt out when the contract is funded by a grant or is federally funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. The Awarding Authority can also opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Finally, the Awarding Authority is entitled to determine at any time before the award of a contract that it is not in the City's best interest to grant a proposal preference to a qualifying Local Business or City Business. Failure to comply with the LBPP shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency (DAA).

Participation Criteria for Local Business Preference Program

To be eligible for participation in this program, the BCA/OCC requires that the prospective Local or City Business submit an affidavit attesting to its qualifications as a Local or City Business on the Regional Alliance Marketplace for Procurement Los Angeles (RAMPLA) website. An affidavit form is available to be downloaded on the RAMPLA website at <http://www.rampla.org>. Local or City Business qualification determinations by any entity other than BCA/OCC, or by any means other than submission of an affidavit on RAMPLA, shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. An entity must be listed on RAMPLA as a Local Business, City Business, Local Small Business and/or Local Transitional Employer prior to the proposal due date and time in order to participate in the LBPP. If an affidavit is submitted prior to the proposal deadline, but has not been verified by BCA/OCC, the Awarding Authority may request that the BCA/OCC expedite the affidavit by submitting documentation demonstrating that the Local Business or City Business verification would result in a change of award recommendation. In this instance, the status as a Local Business or City Business will be based on the date the affidavit was submitted.

Definitions

1. **"Article"** means the Local Business Preference Program, as codified in Article 4 of the Los Angeles Administrative Code, Sections 10.25, *et seq.*, as most recently amended by City of Los Angeles Ordinance No. 188111, effective March 27, 2024.
2. **"Awarding Authority"** means the governing body, board, officer, or employee of the City authorized to award a Contract and includes a department that has control of its own funds if the department adopts policies consistent with the provisions of this article. The Proprietary Departments, the Departments of Recreation and Parks, and the Library are strongly encouraged to adopt local preference programs consonant with the provisions of the Article.
3. **"Bid Price"** means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions. For procurement contracts this may include, but not be limited to, a Cash Discount, or Combined Award Discount.
4. **"Cash Discount"** means a reduction in the full cost of a good or service when payment is made within a specified period of time: *e.g.*, 2% 10 net 30.
5. **"City Business Enterprise"** (CBE) means a certified Local Business that is located within City of Los Angeles boundaries, that is, a business entity that occupies work space within the City, is in compliance with all applicable City licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the City and physically conducts and manages all of its operations from a location in the City; (2) that at least 50 of its full time employees perform work within the boundaries of the City at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the City at minimum of 60 percent of their total, regular hours worked on an annual basis.
 - a. A business entity with multiple locations within the City, can aggregate 50 of its full-time employees working at least 60% of their regular hours from its different locations within the City to qualify as a City Business.
 - b. A business entity awarded a City contract under the LBPP, must carry out the services of the contract using employees whose exclusive, primary working location is in the City.
 - c. A joint venture must be a legally established entity and be certified as a CBE to participate in the LBPP as a CBE. Individual CBE certification by one or more of the joint venture partners will not be considered sufficient to qualify as a CBE. For more information, see "Local Business" definition below.
6. **"Combined Award Discounts"** (CAD) means the discount terms offered by a supplier and are usually expressed in percentages taken directly from the pricing totals of the bidders offering such a discount. CADs are applicable if the specification or bidding documents includes the CAD provision clause, it applies to more than one item or more than one group of items, and if the items included for CAD purposes are not cherry picked from a predefined

group of items as set forth by the specifications or bid document.

7. **“Contract”** means a written agreement over \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.

8. **“Contractor”** means the person, business or entity awarded the Contract by the Awarding Authority.

9. **“Dealer”** or **“Supplier”** means any Person who owns, operates, or maintains a store, warehouse, or other establishment in the County of Los Angeles if certified as a Local Business, or in the City of Los Angeles if certified as a City Business, in which the equipment, goods, or materials of the general character described in the Proposal specifications and required under the Contract are regularly sold or leased to the public from its own inventory or otherwise procured in the usual course of its business. A “Dealer” or “Supplier” does not include a packager, broker, manufacturer’s representative, or other person who arranges or expedites a transaction without taking ownership of the finished or assembled equipment, goods or materials prior to the sale or lease to the City.

10. **“Local Business”** (LBE) means a business entity that occupies work space within the County, is in compliance with all applicable City and County licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis.

a. A business entity with multiple locations within the County, can aggregate 50 of its full-time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.

b. A business entity awarded a City contract under the LBPP as an LBE, must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.

c. A joint venture must be a legally established entity and be certified as an LBE in order to participate in the LBPP as an LBE. Individual LBE certification by one or more of the joint venture partners will not be considered sufficient to qualify for participation as an LBE.

d. A firm that is certified as a Local Small Business Enterprise (LSBE) with the Los Angeles County Office of Small Business will be verified as an LBE on RAMPLA upon request through the LBE affidavit, assuming the LSBE meets the certification qualifications.

11. **“Local Subcontractor”** means a subcontractor that is certified by the DAA as a Local Business (LBE), a City Business (CBE), a Local Small Business (LSB) and/or a Local Transitional Employer (LTE) and which is designated by the Contractor in the Proposal.

Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a Local Business will receive 6% preference credit to their proposal in excess of \$150,000.00. A Local Business that is also a City Business shall be awarded an additional 4% preference credit.
2. Subject to the maximum preference awards and value cap set forth in No. 6, below, a Contractor that qualifies as a Local Business or a City Business and also qualifies as a Local Small Business or Local Transitional Employer will receive an additional 2% preference credit for each additional certification.
3. Subject to the maximum preference awards and value cap set forth in No. 6, below, a Contractor that qualifies as a Local Business or City Business and is not eligible for the additional preference as a Local Small Business or a Local Transitional Business, but that identifies a Local Subcontractor(s) that is certified by the DAA as a Local Small Business or a Local Transitional Employer (LTE), shall receive up to a maximum of 2% preference for each additional certification. The additional preference under this subsection shall be applied as follows:
 - a. A Local or City Business that identifies a Subcontractor certified by the DAA as a Local Small Business shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying Local Subcontractor.
 - b. A Local or City Business that identifies a Subcontractor certified as a Local Transitional Employer shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying Local Subcontractor.
 - c. The Proposal must identify each Local Subcontractor, the proposed work of the Local Subcontractor, and the cost of the work for each Local Subcontractor.
4. A Proposal that does not qualify for the Local Business or City Business Preference may receive up to a 5% preference if it identifies at least one Local Subcontractor that is certified by the DAA as a Local Business, City Business, Local Small Business, or Local Transitional Employer.
 - a. The Proposal must identify each Local Subcontractor, the proposed work of the Local Subcontractor, and the cost of the work for each Local Subcontractor.
 - b. The Local Subcontractor preference shall be applied to Proposals, where a 1% preference will be received for every 10% percent of the cost of the proposed work to be performed by the qualifying Local Subcontractor.
5. Preferences shall only be awarded when a minimum of two-thirds of the services provided under the contract are performed in Los Angeles County in the case of a Local Business, or in the City in the case of a City Business. Preferences shall only be awarded for equipment, goods or materials when the Local Business or City Business acts as a supplier or dealer (for a minimum of two thirds of the work), or designs, manufactures, or assembles the equipment, goods or materials, and where a minimum of two thirds of the work, based on the

dollar amount under the Contract, is performed by a Local Business in Los Angeles County or by a City Business in the City of Los Angeles.

6. The maximum combined preferences that may be awarded to a Proposal under this article shall not exceed 10% for a Local Business, 12% for a City Business, or 5% for a Contractor that does not qualify as a Local or City Business, but identifies at least one qualified Local Subcontractor to perform work in the Proposal. The value of the combined preferences shall not exceed one million dollars.

7. A proposal preference does not reduce the contract amount.

8. In the event a Local Business or City Business bids on a City contract and is determined by the Awarding Department, after the proposal deadline, to not qualify as a Local Business or City Business, the business will be eligible for a Local Subcontractor Preference of up to 5%, if it has identified at least one qualifying Local Subcontractor to perform work under the contract.

a. The above provision shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business or City Business through misleading or false statements.

b. It is the responsibility of the business registered on RAMPLA as a certified Local Business or City Business to inform BCA via email at bca.certifications@lacity.org, within 7 days of any change that results in the business no longer meeting LBPP certification criteria. Failure to do so shall be construed as a misleading and/or false statement.

Failure to Comply & Penalties

1. The penalties in paragraph 2 below may be assessed on a Contractor under the following circumstances:

a. Upon receipt of information by the Awarding Authority which indicates that the business did not qualify as a Local Business, City Business, Local Small Business and/or Local Transitional Employer for more than 60 days during the duration of the Contract.

b. If the Contractor is unable to, or fails to, replace within 60 days a Local Subcontractor, which provided the basis for a Local Subcontractor Preference and which is unable to, or does not, perform the work under the Contract, with another qualifying Local Subcontractor.

c. In the event that an investigation reveals that a business fraudulently represented itself as a Local Business or City Business for the purpose of gaining a preference under the LBPP .

2. The Awarding Authority may impose the following penalties:

a. An amount representing the value of the proposal preference, which is determined by multiplying the Contract dollar amount by the percentage of the preference evaluation

points awarded to the Contractor.

b. Additional costs and expenses to the City resulting from the Contractor's failure to comply with the Article.

c. Termination of all or part of the Contract.

d. Ineligibility for consideration for Local Business or City Business status for up to five years following the date of disqualification as a Local or City Business under No. 1.a. or 1.c., above.

3. Exception: Any Local Small Business Contractor that is found to have ascended to an income level that exceeds the maximum requirement of the certification qualifications as a Local Small Business during the execution of the Contract will not be subject to penalties under these procedures. In this instance, the Contractor's certification status will remain intact for the duration of the executed Contract. However, the executed Contract shall have no bearing on the Contractor's certification status for any future or pending bids, proposals, qualifications or quotes submitted for any other City contracting opportunities.

Complaints and Protests

1. All complaints and/or protests regarding qualifying Local Businesses, City Businesses and Local Subcontractors, including Local Small Businesses and Local Transitional Employers, claiming non-compliance by Awarding Authorities or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigation. Complaints must be accompanied by documentation which substantiates the complainant's allegations.

2. Any complaints that meet the criteria of No. 1 may be investigated by BCA/OCC in its role as the Designated Administrative Agency.

Submit complaints to:

By Mail

**Bureau of Contract Administration
Office of Contract Compliance
Department of Public Works
1149 South Broadway, Suite 300
Los Angeles, CA 90015**

By Email

bca.biphelp@lacity.org

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION III

Required Documents Prior to Award of Contract

Section M

Contractor Responsibility Ordinance Pledge of Compliance

The Contractor Responsibility Ordinance (Los Angeles Administrative Code § 10.40 et seq.) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three (3) months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, must comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any of its subcontractor(s), must submit the Pledge of Compliance with Contractor Responsibility Ordinance.

Further information regarding the requirements of the ordinance is available at:

<https://bca.lacity.org/Ordinances>

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, the successful Proposer **MUST complete and submit** the [Pledge of Compliance with Contractor Responsibility Ordinance](#).

This form is not required with the Response and need not be attached to the Response.

Section N

Certification of Compliance with the Americans with Disabilities Act

The City is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. Section 12131 et seq. Proposers awarded a contract through this procurement process must comply with the Americans with Disabilities Act and execute the Certification of Compliance with the Americans with Disabilities Act prior to the execution of a contract.

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, the successful Proposer **MUST complete and submit** the enclosed Certification of Compliance with the Americans with Disabilities Act.

This form is not required with the Response and need not be attached to the Response.

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: _____

CONTRACTOR: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Section O

Insurance Requirements: Workers' Compensation, General Liability, Auto Liability

The Proposer, prior to the execution of a City contract, must furnish the City evidence of insurance Coverage as set forth in Exhibit 1 of the Standard Provisions for City Contracts (Form Gen. 146, attached below). The City may also require the proposer to have fidelity, surety bond, performance bond, or letter of credit to ensure satisfactory performance during the term of contract. Such requirements are also included in the Exhibit 1 of the Standard Provisions for City Contracts. Furthermore, the contractor will also be required to indemnify the City in accordance with the provisions set forth in PSC-18 of the Standard Provisions for City Contracts.

(Updated 3/18)

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, Proposer **MUST** request their Insurance Broker/Agent to complete an Acord 25 Form (Certificate of Liability Insurance) with the required minimum limits set by Exhibit 1 (Form Gen. 146) of Standard Provisions for City Contracts and submit to CAO Risk Management via <https://kwikcomply.org>.

This form is not required with the Response and need not be attached to the Response.

Section P

Financial Guarantee

Performance Bond, Letter of Credit, Etc.

A Performance Bond may be required once an as-needed project is awarded to a Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

INSTRUCTIONS

If a Performance Bond is requested upon the notice of award of the contract, the Contractor will have ten (10) days to submit proof of the Performance Bond. Refer to the language in the solicitation for instructions on how to submit proof of the Performance Bond.

The Performance Bond is not required with the Response and need not be provided with the Response.

Section Q

Business Tax Registration Certificate

The City of Los Angeles requires all firms and individuals doing business within the City of Los Angeles to obtain the necessary Tax Registration Certificate(s) and pay City business taxes. All firms and individuals that conduct business with the City of Los Angeles will be required to provide a Business Tax Registration Certificate (BTRC) number or an exemption number as proof of compliance with the City's business tax requirements in order to receive payment for goods or services. To register for a BTRC, go to the Office of Finance website at <http://finance.lacity.org/>.

INSTRUCTIONS

If a Proposer is recommended for award of a contract but does not have a valid BTRC prior to the award of the contract, the Proposer **MUST** apply and obtain a BTRC number from the Office of Finance and submit one of the following.

- Copy of your City of Los Angeles "Business Tax Registration Certificate"
- Copy of your City of Los Angeles "Application for Tax Registration Certificate" or Vendor Registration Number, or
- Copy of your City of Los Angeles "Business Tax and/or Carnival Police Permit Exemption Application"

The BTRC is not required with the Response and need not be provided with the Response.

Section R

Internal Revenue Service Form W-9

Request for Taxpayer Identification Number and Certification

The City of Los Angeles requires all firms and individuals doing business with the City of Los Angeles to complete a Form W-9, as required by the Internal Revenue Service (IRS), in order for the City to conduct financial transactions with said entities, such as returning proposal deposits, or processing payments.

Further information regarding the requirements is available at:

<https://www.irs.gov/forms-pubs/about-form-w-9>

INSTRUCTIONS

If recommended for an award of contract, prior to the award of a City contract, Proposer **MUST complete and submit** [IRS Form W-9](#).

The Form W-9 is not required with the Response and need not be provided with the Response.

REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS

SECTION IV

City Contract Compliance Requirements

Section S

Non-Discrimination, Equal Employment Practices, and Affirmative Action (Non-Construction and Construction)

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-Discrimination Clause.

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

Section T

Contractor Performance Evaluation Ordinance

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

Section U

Contractors' Use of Criminal History for Consideration of Employment Applications Fair Chance Initiative for Hiring Ordinance

Any contract awarded pursuant to this procurement process will be subject to the Fair Chance Initiative for Hiring Ordinance, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Fair Chance Initiative for Hiring Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Proposers seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

Section V

Standard Provisions for City Contracts

Any contract awarded pursuant to this procurement process will be subject to the Standard Provisions for City Contracts: [Current Version \(Rev. 1/25\) \[v.2\]](#)

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	2
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

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 Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **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, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. 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: _____ Date: 11/15/2024

Agreement/Reference: RFP: Facility Maintenance and Signposting RAMP Opportunity # 216028

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

Limits

☒	Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)		
		WC	<u>Statutory</u>
		EL	<u>\$1,000,000</u>
☒	Waiver of Subrogation in favor of City	☐	Longshore & Harbor Workers
		☐	Jones Act

☒	General Liability <u>City of Los Angeles must be named as additional insured</u>		<u>\$2,000,000</u>
☒	Products/Completed Operations	☐	Sexual Misconduct _____
☐	Fire Legal Liability _____		
☐	_____		

☒	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)		<u>\$1,000,000</u>
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☐	Professional Liability (Errors and Omissions)		
	Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>		

☒	Property Insurance (to cover replacement cost of building - as determined by insurance company)		<u>\$1,000,000</u>
☐	All Risk Coverage	☐	Boiler and Machinery
☐	Flood _____	☐	Builder's Risk
☐	Earthquake _____	☒	Personal Property (Movable Items) _____

☐	Pollution Liability		

☐	Surety Bonds - Performance and Payment (Labor and Materials) Bonds		100% of the contract price
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☐	Crime Insurance		
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Other: Cyber Liability = \$2 Million; \$2 Million per occurrence; \$2 Million general aggregate
Umbrella Liability = \$2 Million; \$2 Million per occurrence; \$2 Million general aggregate

Note: If the selected contractor maintains limits higher than those indicated on Form Gen 146 for this contract, the City of Los Angeles shall be entitled to coverage for the higher limits maintained by the contractor.

Appendix B

Federal Transit Administration (FTA) Contractual Provisions (August 2025)

Appendix B Federal Transit Administration (FTA) Contractual Provisions

FTA Requirements Checklist

Part 1 – FTA Contracting Requirements

Part 2 – FTA Required Clauses

Federal Transit Administration (FTA) Contractual Provisions

PART 1 – Federal Transit Administration (FTA) Contracting

Requirements (rev. 4.4.2024)

FTA Checklist – Service/Operations

The Proposer shall complete the following certification forms and submit them with the response to the proposal.

✓	FORMS
	Certification of Compliance – Federal Clauses
	DUNS and Email (Debarment and Suspension)
	Lobbying Requirements
	49 CFR part 655 (Drug and Alcohol)
	Buy America Requirements
	Worksite Federal Transit Administration Compliance Officer



**CERTIFICATION OF COMPLIANCE
WITH FEDERALLY REQUIRED CONTRACT CLAUSES**

This Contract is subject to a financial assistance agreement between the City of Los Angeles Department of Transportation (LADOT) and the Federal Transit Administration (FTA) of the U.S. Department of Transportation. All laws, regulations, guidelines, and provisions of the financial agreement will apply to this Contract.

As an authorized representative of the Bidder, I confirm that we have received a copy of the general FTA terms and conditions applicable to this project, dated _____, and agree to these requirements as noted in "FEDERALLY REQUIRED AND OTHER CONTRACT CLAUSES FOR TRANSIT PROJECTS FUNDED THROUGH THE FEDERAL TRANSIT ADMINISTRATION (FTA)."

Project name:	
Project address:	
Bidder (firm) Name:	
Authorized Representative (print):	Title:
Signature of Authorized Representative:	
Date:	



DUNS AND E-MAIL INFORMATION

The DUNS number is a unique nine-digit number established and assigned by Dun & Bradstreet, Inc. (D&B). All proposers must have a DUNS number as noted in the latest United States of America Department of Transportation Federal Transit Authority (US DOT FTA) Master Agreement in effect.

To be completed by the Bidder:

Date:
Entity (Company):
Project:
DUNS Number:
Expiration Date:
E-Mail Address:

To obtain a DUNS number, request one at <https://fedgov.dnb.com/webform/pages/CCRSearch.jsp> or call D&B at 866-705-5711.

REGISTRATION IN SAM.GOV

You must have an active registration in SAM to do business with the Federal Government. The System for Award Management (SAM) is an official website of the U.S. government. Registration is free. Renew and revalidate your registration at least every 12 months from the date you registered to maintain an active status in SAM.

How do I access or register my business in SAM?

If your point of contact has changed and you currently don't have access to the Entity Registration, please create a user account and submit a Notarized Letter to get access to the registration. If you need assistance on Renewing or updating your registration, please review the Update/Renew Quick Start Guide.

To create an account and access SAM as a new user:

Go to www.sam.gov. Click on "Create a User Account" and follow the options.

To update your entity's SAM registration, check at the SAM Homepage: www.sam.gov.

LOBBYING REQUIREMENTS

31 U.S.C. 1352

2 CFR § 200.450

49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Appendix A, 49 CFR Part 20 Certification Regarding Lobbying)

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, (company name) _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Print Name and Title of Contractor's Authorized Official:
Signature:
Date:

BIDDER/PROPOSER: _____

**CERTIFICATE OF COMPLIANCE WITH 49 CFR PART 655,
PREVENTION OF ALCOHOL MISUSE AND
PROHIBITED DRUG USE IN TRANSIT OPERATIONS**

Bidder/Proposer hereby certifies that:

A. Safety Sensitive Functions Requirement

(Choose one of the following alternatives by checking the appropriate box)

1. ☐ To the best of my knowledge and belief the Work required under the Contract WILL NOT require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

OR

2. ☐ To the best of my knowledge and belief the Work required under the Contract WILL require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

If alternative A.1 was chosen, Bidder/Proposer shall proceed directly to Section D.

If alternative A.2 was chosen, Bidder/Proposer must complete Section B, parts 1 and 2, and Section C, prior to proceeding to Section D.

B. Required Drug and Alcohol Programs

1. Anti-drug Use and Alcohol Misuse Program

(Choose one of the following alternatives by checking the appropriate box)

- a. ☐ Bidder/Proposer has established and implemented an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655.

OR

- b. ☐ Bidder/Proposer will establish and implement an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655 prior to contract award.

2. Drug and Alcohol Testing Program

(Choose one of the following alternatives by checking the appropriate box)

- a. ☐ Bidder/Proposer has established and implemented a drug and alcohol testing program that complies with 49 CFR Part 655.

OR

- b. ☐ Bidder/Proposer will establish and implement a drug and alcohol testing program that will comply with 49 CFR Part 655 prior to contract award.

BIDDER/PROPOSER: _____

C. Submittals

If Bidder/Proposer marked Section A.2 above, Bidder/Proposer understands and acknowledges that it must submit (1) its Anti-drug Use and Alcohol Misuse Program and (2) its Drug and Alcohol Testing Program to LADOT for review and approval prior to contract award.

Bidder/Proposer Initials _____

D. Signatures

Bidder/Proposer: _____

Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____

Date: _____

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 C.F.R. Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661 and any later amendments thereto, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

This form is only required of the bidder. However, the Buy America requirement flows down from first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

A bidder must submit to the FTA recipient **ONLY ONE** Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as non-responsive. Bids or offers that are accompanied by both certifications for compliance and non-compliance signed shall also be rejected as non-responsive.

**Buy America Certification for Procurement of
Steel, Iron, or Manufactured Products****Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Print authorized representative's name:
Title:
Signature:
Company:
Date:



If you have signed the Certificate of Compliance above,
do **NOT** sign the Certificate of Non-compliance on the following page.



Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Print authorized representative's name:
Title:
Signature:
Company:
Date:

Worksite Federal Transit Administration Compliance Officer

The Federal Transit Administration (FTA) Compliance Officer (FTACO) is responsible for ensuring that the _____ project complies with all FTA-mandated requirements as regulated by the Master Agreement, the latest FTA Circular 4220 and Federal Acquisition Regulation (FAR). The requirements include, but are not limited to, Buy America, Disadvantaged Business Enterprise (DBE) participation, Davis-Bacon Act (Prevailing Wages), Access to Records, Clean Air, Contract Work Hours & Safety Standards Act, and Government-wide Debarment and Suspension compliance.

Buy America

Per 49 CFR Part 661 or 49 U.S.C. 5323(j), Buy America applies to steel, iron, and manufactured products (e.g., fixtures, lifts, instruments, wash equipment, gas detection, etc.). Manufacturing must take place in the U.S.

The FTACO shall be involved in planning, monitoring, and reviewing all purchases. The FTACO must understand where the product is actually made. Mere assembly/ordering in the U.S. may not assure compliance.

Once the material or product is ordered, the FTACO will keep and copy ALL documentation including photographs of stamping and/or labels, bills of lading, invoices, etc. Any questions shall be immediately forwarded to LADOT.

Disadvantaged Business Enterprise

The FTACO shall monitor and implement DBE provisions in subcontracts including the goal, replacement or succession of subs, and payment terms. The FTACO will assure that DBE and all subcontractors are paid on time and according to signed terms. He/she must promptly notify LADOT whenever a DBE subcontractor performing work related to the contract is terminated or fails to complete its work, and must make good faith efforts to engage a replacement DBE. The FTACO shall maintain a dynamic, up-to-date list of current and past DBE subcontractors, including names and addresses of DBE firms participating in the contract, a description of the work each DBE will perform, and the contract dollar value of each DBE firm participating.

Davis-Bacon Act

Contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The FTACO will have access to payroll records and assure compliance, including overtime. All workers are covered, including security.

FTACO Qualifications

The FTACO is knowledgeable of current FTA-mandated requirements for construction projects and will be responsible for reporting to the City on the following, including, but not limited to:

- Buy America
- Disadvantaged Business Enterprise
- Davis-Bacon Act
- Lobbying Compliance
- Access to Records
- Clean Air
- Contract Work Hours & Safety Standards Act
- Government-wide Debarment and Suspension Compliance

The FTA Compliance Officer for the

_____ project is

_____.

- I certify that we will retain a FTA Compliance Officer through the entire project.
- I acknowledge that we will complete all FTA-mandated requirements according to due dates set forth by the FTA regulating documents as well as by LADOT for this project, and that noncompliance may result in payment delay or nonpayment until the contractor meets the FTA requirements.

Name of Bidder's Authorized Representative (print)

Signature _____

Date _____

Certification for Suspension and Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

Federal Transit Administration (FTA) Contractual Provisions

PART 2 – Federal Transit Administration (FTA) Required Clauses (Rev. 8/2025)

FTA Clause List

Always Required

☐	1. Incorporation of Federal Transit Administration (FTA) Terms
☐	2. Notice to Third Party Participants
☐	3. Civil Rights Laws and Regulations
☐	4. Disadvantaged Business Enterprise (DBE)
☐	5. No Government Obligation to Third Parties
☐	6. Program Fraud and False or Fraudulent Statements and Related Acts
☐	7. Prompt Payment
☐	8. Access to Records and Reports
☐	9. Energy Conservation
☐	10. Safe Operation of Motor Vehicles
☐	11. Trafficking in Persons
☐	12. Federal Tax Liability and Recent Felony Convictions (+ Certification)
☐	13. Prohibition on Certain Telecommunications and Video Surveillance

Awards Exceeding \$10,000

☐	14. Termination
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Awards Exceeding \$25,000 (and responsibility determination)

☐	15. Debarment and Suspension
☐	16. Notification to FTA

Awards Exceeding \$100,000

☐	17. Restrictions on Lobbying (+ Certification)
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Awards Exceeding \$150,000

☐	18. Clean Air Act and Federal Water Pollution Control Act
☐	19. Build America, Buy America Requirements (+ Certification for applicable product)

Awards Exceeding Simplified Acquisition Threshold (\$250,000)

☐	20. Violation and Breach of Contract
☐	21. Simplified Acquisition Threshold (not really required)

Non-Construction Activities (where laborers are involved)

☐	22. Contract Work Hours and Safety Standards Act (same for construction & non-construction)
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Construction Activities

☐	23. Davis Bacon Act and Copeland Anti-Kickback Act (All construction \$2,000+)
☐	24. Contract Work Hours and Safety Standards Act (same for construction & non-construction)
☐	25. Seismic Safety
☐	26. Americans with Disabilities Act (ADA)
☐	27. Special DOL EEO Clause (over \$10,000)
☐	28. Veterans Hiring Preference
☐	29. Bond Requirements
Transit Operation Activities	
☐	30. Public Transportation Employee Protective Arrangements
☐	31. School Bus Operations
☐	32. Charter Service
☐	33. Substance Abuse Requirements
Miscellaneous Requirements	
☐	34. Cargo Preference Requirements
☐	35. Fly America
☐	36. Patent Rights and Rights in Data
☐	37. Solid Wastes
☐	38. Conformance with ITS National Architecture
Rolling Stock	
☐	39. Americans with Disabilities Act (ADA)
☐	40. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases
☐	41. Bus Testing
☐	42. Air Pollution and Fuel Economy

FTA Federal Clauses

1. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

2. Notice to Third Party Participants

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

3. Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

- 1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625,

also prohibit employment discrimination against individuals age 40 and over on the basis of age.

- 4 **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and

prohibiting discrimination.

4. Disadvantaged Business Enterprise (DBE)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

Withholding monthly progress payments;

Assessing sanctions;

Liquidated damages; and/or

Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

5. No Government Obligation to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal

Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

7. Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

8. Access to Records and Reports

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

9. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

10. Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

11. Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient’s Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient’s Award is in effect; or
- (c) Use forced labor in the performance of the Recipient’s Award or subagreements thereunder.

12. Federal Tax Liability and Recent Felony Convictions

- (1) The contractor certifies that it:
 - (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA’s written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or

systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - c) See Public Law 115-232, section 889 for additional information.
 - d) See also § 200.471.
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14. Termination

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of

or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or

if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

2. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
3. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
4. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

15. Debarment and Suspension

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

17. Restrictions on Lobbying

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,
- Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs
- (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or, A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,
- Shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days. No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.
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18. Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

19. Buy America Requirements

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR §200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

20. Violation and Breach of Contract

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be

heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

22. Contract Work Hours and Safety Standards Act

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (2) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (3) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (4) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

23. Davis Bacon Act and Copeland Anti-Kickback Act

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United

States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

24. Contract Work Hours and Safety Standards Act

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

25. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

26. Americans with Disabilities Act (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

27. Special DOL EEO Clause

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of

the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

28. Veterans Hiring Preference

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

29. Bond Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, “standby” Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank’s obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank’s representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

30. Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

31. School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);

2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

32. Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

33. Substance Abuse Requirements

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

34. Cargo Preference Requirements

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

35. Fly America

a) Definitions. As used in this clause—

- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
- 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

- a) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

36. Patent Rights and Rights in Data

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained;
and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any

patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

37. Solid Wastes

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

38. Conformance with ITS National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

39. Americans with Disabilities Act (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

40. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to

participate and cooperate in any pre- award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

41. Bus Testing

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

42. Air Pollution and Fuel Economy

Each third party contract to acquire rolling stock must include provisions to ensure compliance with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.