

0150-12036-0000

TRANSMITTAL

TO The Council	DATE 02/22/2022	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT All

Proposed Amendments to Personal Services Contracts with Two Consulting Firms for On-Call Transportation Technology and Outreach Consulting Services: Third Amendment with Ellis & Associates (C-130956) and Second Amendment with Fehr & Peers (C-130958)

Approval of authority for the Los Angeles Department of Transportation to execute the above amendments with the contractors named above.

Transmitted for further processing. Please see the attached City Administrative Officer report.



(Andre Herndon for) MAYOR

MWS:SAM:06220046t

CAO 649-d

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

To: The Mayor	Date: 2/16/22	C.D. No. All	CAO File No.: 0150-12036-0000				
Contracting Department/Bureau: Department of Transportation		Contact: Robin Aksu (213) 972-4945					
Reference: Department of Transportation transmittal sent to the Mayor's Office on December 28, 2021 and received by the City Administrative Officer on January 6, 2022							
Purpose of Contract: Ellis & Associates: to provide on-call transportation technology consulting services (task order for Mobility Data Specification tool in vehicle-for-hire billing system) Fehr & Peers: to provide on-call professional technical and operating services (task order for community engagement to help formulate an inclusive capital investment plan)							
Type of Contract: () New contract (X) Amendment, Contract Nos. C-130956 and C-130958		Contract Term Dates: Ellis & Associates: March 9, 2018 through March 8, 2023 Fehr & Peers: March 12, 2018 through March 10, 2023					
Contract/Amendment Amount: \$0 (no committed funding for on-call contracts available for task orders)							
Proposed amount \$ 0+ Prior award(s) \$ 0= Total \$ 0							
Source of funds: Not applicable.							
Name / Address of Contractors: see below <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Ellis & Associates, Inc. c/o Magnolia M. Mobley 444 South Flower Street, Floor 13 Los Angeles, CA 90071</td> <td style="width: 50%; border: none;">Fehr & Peers 600 Wilshire Boulevard, Suite 1050 Los Angeles, CA 90017</td> </tr> </table>				Ellis & Associates, Inc. c/o Magnolia M. Mobley 444 South Flower Street, Floor 13 Los Angeles, CA 90071	Fehr & Peers 600 Wilshire Boulevard, Suite 1050 Los Angeles, CA 90017		
Ellis & Associates, Inc. c/o Magnolia M. Mobley 444 South Flower Street, Floor 13 Los Angeles, CA 90071	Fehr & Peers 600 Wilshire Boulevard, Suite 1050 Los Angeles, CA 90017						
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose		X		8. Business Inclusion Program			X
2. Appropriated funds are available			X	9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested			X	11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 14%				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Mayor and City Council authorize the General Manager of the Los Angeles Department of Transportation, or designee, to execute amendments with two current on-call contracts for transportation technology and outreach consulting services as follows:

- a Third Amendment to the contract with Ellis & Associates (Contract No. C-130956) to extend the term by one year to expire March 8, 2023 and update the Standard Provisions for City Contracts (revised October 2021); and,
- a Second Amendment to the contract with Fehr & Peers (Contract No. C-130958) to extend the term by one year to expire March 10, 2023 and update the Standard Provisions for City Contracts (revised October 2021).

Shafia Mir			
SAM	Analyst	06220046	for City Administrative Officer

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests approval to execute a Third Amendment to the contract with Ellis & Associates (Contract No. C-130956) and a Second Amendment to the contract with Fehr & Peers (Contract No. C-130958) to extend their respective terms to March 2023 for on-call transportation technology and outreach consulting services and update the Standard Provisions for City Contracts (revised October 2021). Both of these contracts were originally established from March 2018 through March 2021 as part of a pre-qualified list of 94 firms for on-call professional and/or specialized consultant services in various service categories available for specific task orders. Ellis & Associates is included in the Mobility, Connectivity, Data, Electrification, and General Services categories. Fehr & Peers is included in the General Services and Community-Based Organization service categories.

LADOT executed a First Amendment to the Ellis & Associates contract on July 26, 2019 to incorporate an Assignment of Rights Agreement between the parties and update City contract requirements, including a revised Standard Provisions for City Contracts. This was followed by a Second Amendment executed on March 3, 2021 to extend the term through March 8, 2022. LADOT extended the term of the Fehr & Peers contract through March 11, 2022 in a Second Amendment executed on March 3, 2021.

LADOT currently has an open Task Order Agreement (TOA) with both Ellis & Associates and Fehr & Peers and additional time is needed for the completion of the scope of work in each TOA. Information regarding the open TOAs and associated funding is included in the Background section of this Report.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval is required as the term of each contract exceeds three years.

BACKGROUND

LADOT has an open TOA with Ellis & Associates for the Department's use of the Mobility Data Specification (MDS) tool used to obtain accurate and timely data regarding the deployment and use of dockless vehicles, such as scooters and e-bicycles, in the City. LADOT uses MDS in its permitting and regulatory process with dockless vehicle operators. Ellis & Associates provides maintenance and direct support of the use of MDS. LADOT is poised to transition maintenance and support of the MDS tool to Department staff and states that due to staff vacancies, the Department requires additional time for training and transition of the MDS tool from Ellis & Associates. Therefore, additional time is needed through March 2023 in the on-call contract for the completion of the TOA scope of work. Additional funding in the amount of \$1,787,400 will be added to the TOA through March 2023. Funding is available from the General Fund (contractual services account and savings in the salaries general account) and Permit Parking Program Revenue Fund (dockless mobility fees).

The TOA with Fehr & Peers consists of services to provide outreach, engagement, and fieldwork for community input in the development of an equitable capital investment plan. Due to the COVID-19 pandemic, transition to virtual strategies and adjustments to the scope of work and deliverables delayed the completion dates of these services. An extension is needed for services to be continued without interruption. No additional funding will be added to this TOA.

FISCAL IMPACT STATEMENT

Approval of the recommendation in this Report will have no fiscal impact. No funding is provided directly for the on-call contracts with Ellis & Associates and Fehr & Peers separate from individual as-needed Task Orders.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies in that no funding is provided directly for on-call contracts with Ellis & Associates and Fehr & Peers and funding for Task Orders for on-call contractors will be identified from available funds.

Attachment 1: Draft Third Amendment to Contract No. C-130956 (Ellis & Associates)

Attachment 2: Draft Second Amendment to Contract No. C-130958 (Fehr & Peers)

MWS:SAM:06220046

CONTRACT NO. C-130956

AGREEMENT BETWEEN THE CITY OF LOS ANGELES

DEPARTMENT OF TRANSPORTATION

AND

ELLIS & ASSOCIATES, INC.

FOR ON-CALL TRANSPORTATION TECHNOLOGY SERVICES

**THIRD AMENDMENT TO AGREEMENT C-130956
BETWEEN
THE CITY OF LOS ANGELES
AND ELLIS & ASSOCIATES, INC.
FOR ON-CALL TRANSPORTATION TECHNOLOGY SERVICES**

THIS THIRD AMENDMENT to Agreement C-130956 between the City of Los Angeles (herein referred to as “City”), a municipal corporation, acting through the Department of Transportation (hereinafter referred to as “LADOT”), and Ellis & Associates Inc. (hereinafter referred to as “Consultant”), an Illinois Corporation, individually referred to as “Party” and collectively as “Parties”, is entered into with reference to the following:

WHEREAS, on October 4, 2017, LADOT issued a Request for Qualifications seeking consultants to provide professional technical and operating services, in various service categories, on an as-needed basis; and

WHEREAS, the LADOT determined Consultant possess the requisite skills, technologies and proficiencies and agreed to place Consultant in one or more service category on the transportation technology services bench list according to Consultant's area of specialty; and

WHEREAS, the parties entered into Agreement C-130956 for a three year term beginning March 9, 2018 through March 8, 2021 wherein Consultant agreed to provide professional consultant services in their respective service category; and

WHEREAS, on July 26, 2019, the Parties in the First Amendment to Agreement C-130956 agreed to a) incorporate an Assignment of Rights Agreement; b) update the City's Standard Provisions for City Contracts (Rev. 10/17) [v.3]; and c) add contracting language as required by ordinance of all City contracts; and

WHEREAS, on March 3, 2021, the Parties in the Second Amendment to Agreement C-130956 agreed to a) extend the term of the Agreement for 1 (one) additional year through March 8, 2022, and b) update Addresses for Notices for this Agreement; and

WHEREAS, the Consultant has ongoing projects from specific task orders released by the City that require additional time to complete; and

WHEREAS, the LADOT desires this Third Amendment to Agreement C-130956 to: a) extend the term of agreement for 1 (one) additional year through March 8, 2023, and b) update the City's Standard Provisions for City Contracts (Rev. 10/21) [v.4]).

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

1. SECTION 1, TERM, is hereby deleted in its entirety and replaced by the following:
This Agreement shall be in effect beginning March 9, 2018 and shall terminate on March 8, 2023, unless otherwise terminated by Parties in accordance with the termination provision in Section 12.
2. Effective the date of attestation by the City Clerk of this Third Amendment, all references to Standard Provisions for City Contracts (Rev. 10/17) [v.3]) throughout the Agreement are hereby deleted and replaced with the following: Standard Provisions for City Contracts (Rev.10/21) [v.4].
3. Appendix B – Standard Provisions for City Contracts (Rev. 10/17) [v.3] is hereby replaced in its entirety by the Appendix B - Standard Provisions for City Contracts (Rev.10/21) [v.4] attached hereto and incorporated herein.
4. The Agreement is hereby amended by adding a new SECTION 22, COVID-19 VACCINATION ORDINANCE immediately following SECTION 21, DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE, to read as follows:

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention.

Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

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

[Signature page follows]

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

THE CITY OF LOS ANGELES

**ELLIS & ASSOCIATES, INC.,
a California Corporation**

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

By*: _____
John T. Ellis
President
Ellis & Associates, Inc.

Date: _____

Date: _____

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

By**: _____

By: _____
Michael Nagle
Deputy City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

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

By: _____

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

Date: _____

City Agreement Number: C-130956

Attachment A

Standard Provisions for City Contracts (rev 10/21[v.4])

CONTRACT NUMBER C-130958

**AGREEMENT BETWEEN THE CITY OF LOS ANGELES,
DEPARTMENT OF TRANSPORTATION
AND
FEHR & PEERS
FOR ON-CALL TRANSPORTATION TECHNOLOGY SERVICES**

**SECOND AMENDMENT TO AGREEMENT C-130958
BETWEEN
THE CITY OF LOS ANGELES
AND
FEHR & PEERS
FOR ON-CALL TRANSPORTATION TECHNOLOGY SERVICES**

THIS SECOND AMENDMENT to Agreement C-130958 between the City of Los Angeles (herein referred to as “City”), a municipal corporation, acting through the Department of Transportation (hereinafter referred to as “LADOT”), and Fehr & Peers (hereinafter referred to as “Consultant”), a California Corporation, is entered into with reference to the following:

WHEREAS, on October 4, 2017, LADOT issued a Request for Qualifications seeking consultants to provide professional technical and operating services, in various service categories, on an as-needed basis; and

WHEREAS, LADOT determined Consultant possess the requisite skills, technologies, and proficiencies and agreed to place Consultant in one or more service category on the transportation technology services bench list according to Consultant’s area of specialty; and

WHEREAS, the parties entered into Agreement C-130958 for a three-year term beginning March 12, 2018 through March 11, 2021 wherein Consultant agreed to provide professional consultant services in their respective service category; and

WHEREAS, the LADOT adopted in the First Amendment to Agreement C-130958 to: a) extend the term of the agreement for 1 (one) year through March 11, 2022, and b) update the City’s Standard Provisions for City Contracts (Rev. 10/17) [v.3];

WHEREAS, the Consultant has ongoing projects from specific task orders released by the City that require additional time to complete; and

WHEREAS, the LADOT desires in this Second Amendment to Agreement C-130958 to a) extend the term of the agreement for 1 (one) additional year through March 11, 2023 and b) update the City’s Standard Provisions for City Contracts (Rev. 10/21) [v.4] and;

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

1. **SECTION 1, TERM**, is hereby deleted in its entirety and replaced by the following:

This Agreement shall be in effect beginning March 12, 2018 and shall terminate on March 11, 2023, unless otherwise terminated by Parties in accordance with the termination provision in Section 12.

2. Effective the date of attestation by the City Clerk of this Second Amendment, all references to Standard Provisions for City Contracts (Rev. 10/17) [v.3]) throughout the Agreement are hereby deleted and replaced with the following: Standard Provisions for City Contracts (Rev.10/21) [v.4].
3. Appendix B – Standard Provisions for City Contracts (Rev. 10/17) [v.3] is hereby replaced in its entirety by the Appendix B - Standard Provisions for City Contracts (Rev.10/21) [v.4] attached hereto and incorporated herein.
4. The Agreement is hereby amended by adding a new **SECTION 21, DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE** immediately following SECTION 20, MISCELLANEOUS, to read as follows:

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1.

5. The Agreement is hereby amended by adding a new **SECTION 22, COVID-19 VACCINATION ORDINANCE** immediately following SECTION 21, DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE, to read as follows:

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention.

Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

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

[Signature page follows]

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

THE CITY OF LOS ANGELES

Fehr & Peers, a California Corporation

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

By*: _____
Title: _____

Date: _____

Date: _____

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

By**: _____

By: _____
Jonathan Groat
Deputy City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

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

By: _____

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

Date: _____

City Agreement Number: C-130958

Council File Number: _____

Attachment A

Standard Provisions for City Contracts (rev 10/21[v.4])

Attachment A

Standard Provisions for City Contracts (rev 10/21[v.4])