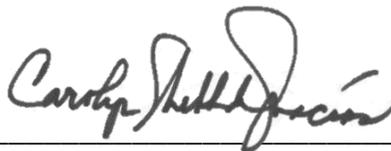


TRANSMITTAL

TO City Council	DATE 04/08/2024	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

REQUEST FOR FIRST AMENDMENT TO AGREEMENT C-140036 BETWEEN THE LOS ANGELES DEPARTMENT OF TRANSPORTATION AND MV TRANSPORTATION, INC. FOR THE CONTINUED MANAGEMENT AND OPERATION OF THE CITYRIDE PARATRANSIT PROGRAM

Approved, ED3 Waived, and Transmitted for further processing.



MAYOR
(Carolyn Webb de Macias for)

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: April 5, 2024

To: The Honorable Karen Bass, Mayor
Office of the Mayor
Attention: Heleen Ramirez, Legislative Coordinator

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



Subject: **FIRST AMENDMENT TO AGREEMENT C-140036 BETWEEN THE LOS ANGELES DEPARTMENT OF TRANSPORTATION AND MV TRANSPORTATION, INC. FOR THE CONTINUED MANAGEMENT AND OPERATION OF THE CITYRIDE PARATRANSIT PROGRAM**

SUMMARY

The City of Los Angeles Department of Transportation (LADOT) requests authorization to execute a contract amendment with MV Transportation, Inc. for the continued management and operation of the Cityride Paratransit Program.

RECOMMENDATIONS

That the City Council, with the concurrence by the Mayor:

1. AUTHORIZE the LADOT General Manager to execute the First Amendment to Agreement C-140036 with MV Public Transportation, Inc.
2. APPROVE the adjustment of compensation rates.
3. APPROVE the cost increase by \$4,620,757 to a new contract ceiling of \$61,207,909.
4. APPROVE the update of the Federal Transit Administration (FTA) Contracting Provisions (Rev. 1/2024).
5. APPROVE the addition of the Federal Transit Administration (FTA) Annual Project Financial Reporting.
6. APPROVE the update of the Standard Provisions for City Contracts (Rev. 9/22) [v.4] and the addition of contracting language as required by ordinance of all City contracts.
7. APPROVE the update of Exhibit 1 - Cost Sheets effective March 1, 2024.
8. APPROVE the incorporation of Attachments and Exhibits.

BACKGROUND

On April 1, 2022, LADOT entered into an agreement with MV Transportation, Inc. for the operation of the Cityride Paratransit Program.

DISCUSSION

In February 2023 (Council File [18-0244-S3](#)), the City Council directed LADOT to report on the bus driver shortage and its effect on the City's contract transit services, including the number of bus operator vacancies per contract, any ongoing reduction in service that the public is experiencing, the estimated cost of any recommended contract driver wage increases, and the fiscal impact on Council-approved initiatives, as well as other efforts LADOT is taking to address the national bus driver shortage situation.

Since 2020, changes in labor markets have negatively impacted transit agencies' and operators' hiring and retention rates nationwide, including those LADOT contracts to provide Transit Operations. Rates for drivers providing LADOT Transit services are among the lowest in the region, resulting in staffing shortages, impacted service, and significant delays in route on-time performance.

Since 2021, LADOT's Transit Operations contractors have faced a severe shortage of drivers, resulting in missed service. In November 2021, all four DASH and Commuter Express regions experienced a shortage of more than twenty percent (20%) of the drivers needed to provide scheduled service. While LADOT Transit's contractors have made strides in hiring to fill vacancies, retaining those newly hired drivers is now the operators' greatest obstacle. Although driver hiring has improved, the shortage of drivers was at its peak system-wide in late 2021 and early 2022.

LADOT requests authorization to execute the First Amendment to Agreement C-140036, which will increase the cost ceiling, adjust the compensation rates, address the driver hiring and wage issue, and ensure the continued operation and management of the City of Los Angeles Cityride Paratransit Program.

Cost proposals were a significant component when evaluating contractor responses to the initial Request for Proposals for this contract. However, the original proposal was selected and approved based on significantly different labor markets and economic conditions than what is present today. The hourly contract rate for revenue service hours in each of the operations contracts includes the hourly wage for drivers. The hourly rate for revenue service hours also includes expenses such as employee benefits, administrative costs, and facility maintenance. Hence, LADOT cannot directly increase wages for drivers except through a contract amendment.

FISCAL IMPACT

There is no General Fund Impact. Sufficient funds are included in the City's Adopted Fiscal Year 2024-25 Proposition A Local Transit Assistance (PALTA) Fund budget, Fund number 385, Account 94Y431 - Transit Operations.

LRC:js

FIRST AMENDMENT
TO AGREEMENT C-140036
BETWEEN
THE CITY OF LOS ANGELES
AND
MV TRANSPORTATION, INC.
FOR THE
OPERATION OF THE CITYRIDE PARATRANSIT PROGRAM

**FIRST AMENDMENT TO AGREEMENT C-140036
BETWEEN
THE CITY OF LOS ANGELES
AND
MV TRANSPORTATION, INC.
FOR THE
OPERATION OF THE CITYRIDE PARATRANSIT PROGRAM**

THIS FIRST AMENDMENT to Agreement C-140036 between the City of Los Angeles, (herein referred to as the “CITY”), a municipal corporation, acting by and through the Department of Transportation (hereinafter referred to as “LADOT”), and MV Transportation, Inc., (hereinafter referred to as the “CONTRACTOR”), a California corporation, referred to collectively as “Parties” and individually as “Party,” is entered into with reference to the following:

WITNESSETH

WHEREAS, the CITY desires to continue services for the management and operation of the Cityride Paratransit Program of the City of Los Angeles, Department of Transportation, Office of Transit Services; and

WHEREAS, on April 14, 2021, the CITY released a Request for Proposals (RFP) for the Operation of the Cityride Paratransit Program to local and national companies interested in providing such services; which RFP, along with its Exhibits, Forms, Appendices, Attachments, and Addendum, (collectively hereinafter referred to as the RFP), is on file in the City’s Department of Transportation and is incorporated herein by reference; and

WHEREAS, on June 14, 2021, the CONTRACTOR submitted a proposal in response to the RFP, which along with its Exhibits, Forms, Appendices, and Attachments, (collectively hereinafter referred to as the Proposal), is on file with the City’s Department of Transportation and is incorporated herein by reference; and

WHEREAS, on April 1, 2022, the Parties entered into Agreement C-140036, wherein the CONTRACTOR agreed to provide the management and operation of the Cityride Paratransit Program for a term of up to three years, from April 2, 2022, and ending on February 1, 2025, with two (2) one-year option extensions (C.F. 21-0276-S1); and

WHEREAS, LADOT desires in this First Amendment to C-140036 to a) adjust the compensation rate; b) increase the cost by four million six hundred twenty thousand seven hundred fifty-seven dollars (\$4,620,757) for a new contract ceiling of sixty-one million two hundred seven thousand nine hundred nine dollars (\$61,207,909), c) update the Federal Transit Administration (FTA) Contracting Provisions (Rev. 1/2024); d) add the Federal Transit Administration Annual Project Reporting; e) update the Standard Provisions for City Contracts (Rev. 9/22) [v.1] and update contracting language as required by ordinance of all City contracts, f) update Exhibit 1 - Cost Sheets effective March 1, 2024; g) incorporate Attachments and Exhibits; 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, PARTIES TO THE AGREEMENT AND REPRESENTATIVE**, Subsection 1.2.1 Representatives of the Parties and Service of Notices, is hereby amended in its entirety to read as follows:

1.2.1 The representative of the CITY shall be unless otherwise stated in the Agreement:

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

With copies to:

Brian Lee
Chief of Transit Programs
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012

2. **Section 4, SCOPE OF WORK**, add a new subsection 4.13.1 FTA Annual Project Financial Reporting, immediately following subsection 4.13 Contractor Reporting to read as follows:

4.13.1 FTA Annual Project Financial Reporting

In accordance with the United States Code (USC), Title 49, Section 5335, the Secretary of Transportation maintains a reporting system called the National Transit Database (NTD). The NTD uses uniform categories to collect public transportation financial and operating information and defines these in the Uniform System of Accounts (USOA). The USOA is the basic reference document for the NTD. It contains the accounting structure required by Federal Transit laws (previously Section 15 of the Federal Transit Act).

The FTA published its most recent changes to the accounting requirements and reporting system in a Final Rule on January 12, 2012. This version of the USOA replaced all prior publications. The main purpose of the USOA is to ensure that data definitions are uniform for all transit agencies. Each transit agency must maintain the accounts and records necessary to meet its own internal information requirements as well as those specified in the USOA.

LADOT has changed the structure of its FTA Project Financial Reporting Forms to comply with the financial accounting definitions and accounts as outlined in the USOA. The Cost Component Forms are broken into four (4) distinct functional areas: Vehicle Operational Costs, Vehicle Maintenance Costs, Facility Maintenance Costs, and General

Administration Costs. Each of the four (4) functional areas contain Labor Costs for duties and work performed that are associated with the specific functional area.

The CONTRACTOR shall complete and submit the FTA Annual Project Financial Reporting Forms (Attachment C), attached hereto and incorporated herein. The report shall be submitted by the end of August each year and shall include all costs associated with the prior Fiscal year, which is July 1st through June 30th.

3. **Section 6, COMPENSATION AND PAYMENT**, Paragraph 1 is hereby amended in its entirety to read as follows:

The CITY shall pay the CONTRACTOR for the satisfactory performance of the terms and conditions of this Agreement a not-to-exceed amount of sixty-one million two hundred seven thousand nine hundred nine dollars (\$61,207,909), in accordance with the provisions described herein.

4. **Section 8, GENERAL CONTRACTOR REQUIREMENTS**, Subsection 8.1 Standard Provisions for City Contract, is hereby amended to read as follows:

8.1 Standard Provisions for City Contracts

By entering into this Agreement with the CITY, the CONTRACTOR shall abide by Attachment A - Standard Provisions for City Contracts (Rev. 9/22) [v.1] , attached hereto and incorporated herein.

5. **Section 8, GENERAL CONTRACTOR REQUIREMENTS**, subsection 8.6 FTA Contractual Provisions, is hereby amended to read as follows:

8.6 FTA Contractual Provisions

The CONTRACTOR shall comply with all Contracting Provisions for Federal Transit Administration (FTA) Funds required for agencies that accept Federal Grant Funds, attached hereto and incorporated herein as Attachment B - FTA Contracting Provisions (Rev. 1/2024).

The CITY acknowledges that this project is funded with FTA assistance. The CONTRACTOR acknowledges compliance with and submittal of the following certifications and forms in response to the Bid.

Certifications and Forms:

- Certification of Compliance with Federally Required Contract 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

Where a conflict exists between Federal, State, local, or the manufacturer's recommended or specified guidelines, the CONTRACTOR shall apply the more stringent requirement.

6. **Section 8, GENERAL CONTRACTOR REQUIREMENTS**, is hereby amended by adding subsection 8.16 Fair Chance Initiative for Hiring Ordinance immediately following Subsection 8.15 - Property and Equipment, to read as follows:

8.16 FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE

The CONTRACTOR shall be subject to the Fair Chance Initiative for Hiring Ordinance (Contractors' **Fair Chance Initiative for Hiring Ordinance** Use of Criminal History for Consideration of Employment Applications Ordinance). The Ordinance provides, among other things, that contractors and/or subcontractors with at least ten (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.

The CONTRACTOR 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>.

7. Effective the date of attestation by the City Clerk of this Amendment, all references to Angela De La Rosa throughout the Agreement are hereby deleted and replaced with the following: "Lindsey Estes".
8. Attachment A, A - Standard Provisions for City Contracts, is hereby replaced in its entirety by Attachment A - Standard Provisions for City Contracts (Rev. 9/22) [v.1], which is attached hereto and incorporated herein.
9. Effective the date of attestation by the City Clerk of this Amendment, all reference to Standard Provisions for City Contracts (Rev. 10/17) [V.4] throughout this Agreement are hereby deleted and replaced with Standard Provisions for City Contracts (Rev. 9/22) [v.1].
10. Exhibit 1, COST SHEETS is hereby replaced in its entirety by Exhibit 1 – Revenue Service Hourly Rate and Line Item Expenses effective March 1, 2024, attached hereto and incorporated herein.
11. Except as herein amended, all other terms and conditions of this Agreement shall remain unchanged.

**THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

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

THE CITY OF LOS ANGELES,
a Municipal Corporation

MV TRANSPORTATION, INC.,
a California Corporation

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

By: _____
Laura Rubio-Cornejo
General Manager
Department of Transportation

By*: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE-FELDSTEIN-SOTO, City Attorney

By: _____
Michael Nagle
Deputy City Attorney

By**: _____

Date: _____

Title: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

City Agreement Number: _____

Council File Number: _____

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

* The signature of President, Chairman of the Board, or Vice President is required here; and

** An additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

EXHIBIT 1 - COST SHEETS

CITYRIDE PARATRANSIT PROGRAM NON-SHARED TRANSIT MAINTENANCE FACILITIES

	Year 1 (4/2/22-2/1/23) (10 months)	Year 2 (2/2/23 - 2/1/24) (12 months)	Year 3 (2/2/24 - 2/1/25) (12 months)	Option Year 4 (2/2/25 - 2/1/26) (12 months)	Option Year 5 (2/2/26 - 2/1/27) (12 months)	Maximum Allowable (58 Month Total)
Hourly Rate	\$127.26	\$131.51	\$135.34	\$139.05	\$144.74	
Annual Revenue Service Hours	54,400	65,280	65,280	65,280	65,280	315,520
Total Cost	\$6,922,944.00	\$8,584,972.80	\$8,834,995.20	\$9,077,184.00	\$9,448,627.20	\$42,868,723
Line Items:						
Tablet's Fare Collection Software/Application Costs	\$7,307	\$8,938	\$9,113	\$6,190	\$6,376	\$37,924
RSDS & Vehicle Operator's Application Costs	\$108,733	\$133,913	\$137,448	\$125,030	\$128,781	\$633,905
Cityride Participant Website & Application Costs	\$0	\$0	\$0	\$0	\$0	\$0
Facility Leasing Costs	\$0	\$0	\$0	\$0	\$0	\$0
Paratransit Overflow Service Costs	\$13,471	\$16,650	\$17,149	\$17,664	\$18,194	\$83,128
Start-up Costs	\$335,551	\$335,551	\$335,551			\$1,006,653
Revenue Vehicle Fuel and Electric Charging Costs						\$1,938,000
Year-by-year Incremental increase in Driver Permit Fees		\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Modem & Installation Costs						\$160,901
WiFi Service Costs						\$132,000
As Needed Costs						\$150,000
Driver Wage Adjustments	\$374,000	\$448,800	\$1,697,176	\$2,068,611	\$2,201,370	\$6,789,957
Month-to-Month Clause						\$7,306,718
					Total Maximum Allowable Service	\$61,207,909
Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 65,280 Revenue Service Hours						
Between 15.1% to 30%	\$18.55	\$19.35	\$21.36	\$20.50	\$21.42	
Between 30.1% to 45%	\$44.00	\$45.80	\$46.67	\$44.83	\$46.84	
Between 45.1% to 60%	\$78.46	\$81.80	\$86.07	\$82.65	\$86.39	
Between 60.1% to 75%	\$153.56	\$159.94	\$163.19	\$156.96	\$164.01	
Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 65,280 Revenue Service Hours						
Between 10.1% to 20%	(10.90)	(\$11.36)	(\$12.63)	(\$12.23)	(\$12.76)	
Between 20.1% to 30%	(\$17.97)	(\$18.70)	(\$19.12)	(\$18.50)	(\$19.31)	
The Month-to-Month Clause costs are on a not-to-exceed 3.9% increase from Option Year 2 costs and in line with the LA County CPI.						
The Month-to-Month clause duration is limited to a maximum of eight (8) months.						

EXHIBIT 1 (Continued)

CITYRIDE PARATRANSIT PROGRAM SHARED-USE TRANSIT MAINTENANCE FACILITIES

	Year 1 (4/2/22-2/1/23) (10 months)	Year 2 (2/2/23 - 2/1/24) (12 months)	Year 3 (2/2/24 - 2/1/25) (12 months)	Option Year 4 (2/2/25 - 2/1/26) (12 months)	Option Year 5 (2/2/26 - 2/1/27) (12 months)	Maximum Allowable (58 Month Total)
Hourly Rate	\$111.13	\$115.36	\$118.94	\$122.82	\$128.05	
Annual Revenue Service Hours	54,400	65,280	65,280	65,280	65,280	315,520
Total Cost	\$6,045,472.00	\$7,530,700.80	\$7,764,403.20	\$8,017,689.60	\$8,359,104.00	\$37,717,370
Line Items:						
Tablet's Fare Collection Software/Application Costs	\$7,307	\$8,938	\$9,113	\$6,190	\$6,376	\$37,924
RSDS & Vehicle Operator's Application Costs	\$108,733	\$133,913	\$137,448	\$125,030	\$128,781	\$633,905
Cityride Participant Website & Application Costs	\$0	\$0	\$0	\$0	\$0	\$0
Facility Leasing Costs	\$0	\$0	\$0	\$0	\$0	\$0
Paratransit Overflow Service Costs	\$13,471	\$16,650	\$17,149	\$17,664	\$18,194	\$83,128
Revenue Vehicle Fuel and Electric Charging Costs						\$1,938,000
Year-by-year Incremental increase in Driver Permit Fees		\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Modem & Installation Costs						\$160,901
WiFi Service Costs						\$132,000
As Needed Costs						\$150,000
Driver Wage Adjustments	\$374,000	\$448,800	\$1,697,176	\$2,068,611	\$2,201,370	\$6,789,957
Month-to-Month Clause						\$6,533,780
					Total Maximum Allowable Service	\$54,276,965
Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 65,280 Revenue Service Hours						
Between 15.1% to 30%	\$15.47	\$16.31	\$18.35	\$18.88	\$19.76	
Between 30.1% to 45%	\$35.36	\$37.20	\$38.04	\$39.15	\$40.99	
Between 45.1% to 60%	\$60.56	\$63.95	\$68.10	\$70.11	\$73.47	
Between 60.1% to 75%	\$118.00	\$124.42	\$127.36	\$131.13	\$137.42	
Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 65,280 Revenue Service Hours						
Between 10.1% to 20%	(\$8.06)	(\$8.50)	(\$9.74)	(\$10.03)	(\$10.51)	
Between 20.1% to 30%	(\$13.83)	(\$14.56)	(\$14.93)	(\$15.38)	(\$16.11)	
The Month-to-Month Clause costs are on a not-to-exceed 3.9% increase from Option Year 2 costs and in line with the LA County CPI.						
The Month-to-Month clause duration is limited to a maximum of eight (8) months.						

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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.

PSC-45. 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: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

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)

Professional Liability (Errors and Omissions)

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: _____

ATTACHMENT B
FTA Contracting Provisions
(Rev. 1/2024)

Federal Transit Administration (FTA) Contractual Provisions

Part 2 - Federal Transit Administration Required Clauses (rev 1.12.2024)

The City of Los Angeles, referred to as "CITY" in the Agreement and herein, shall be referred to herein additionally as "Participant" or "Recipient."

1. No Federal Government Obligations to Third Parties.
 - a. Participant 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 Participant, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
 - b. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. False Statements or Claims, Civil and Criminal Fraud.
 - a. 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, 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, 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 Contractor to the extent the Federal Government deems appropriate.
 - b. 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

- c. 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.
3. Access to Third Party Contract Records.
 - a. Where the Participant is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Participant, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - b. Where the Participant is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Participant, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
 - c. Where the Participant enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Participant, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
 - d. Where any Participant which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Participant, the Secretary of Transportation and the Comptroller

General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- e. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - f. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Participant, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
 - g. FTA does not require the inclusion of these requirements in subcontracts.
4. Changes to Federal Requirements. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Participant and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
5. Civil Rights.
- a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - b. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The following equal employment opportunity requirements apply to the underlying contract:
 - i. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- iv. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29

CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to 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, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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 Act provides that each Contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7. Disadvantaged Business Enterprises. The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.
 - a. Transit Vehicle Manufacturer Compliance with DBE Requirements. Before a transit vehicle manufacturer (TVM) may submit a bid or proposal to provide vehicles to be financed with FTA assistance, 49 C.F.R. § 26.49 requires the TVM to submit a certification that it has complied with FTA's DBE requirements.
8. ADA Access. Contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this Contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.
 - a. Contractor must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38.

9. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions of this Agreement and the clauses herein include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause Participant to be in violation of the FTA terms and conditions.
10. Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - a. Complies with federal debarment and suspension requirements; and
 - b. Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.
11. Restrictions on Lobbying (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 49 CFR Part 20. 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 must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
12. 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.

13. Buy America. Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, 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. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be assembled in the United States and have at least 70 percent domestic content for rolling stock procurements with the first vehicle scheduled for delivery in 2020 or thereafter.
 - a. Contractor must submit to Participants the appropriate Buy America Certification with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.
 - b. Pursuant to Appendix A to §661.7(b), a general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.
14. Byrd Anti-Lobbying Amendment, (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
15. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

16. Cargo Preference - Use of United States-Flag Vessels. Contractor agrees to:

- a. 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. 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.)
- c. 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.

17. Energy Conservation. 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.

18. Bus Testing. Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. A 5318(e) and FTA's implementing regulation at 49 CFR 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, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report publicly available prior to final acceptance of the first vehicle by the Recipient.

19. Pre-Award and Post-Delivery Audit Requirements. Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. 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. Contractor shall submit manufacturer's FMVSS self-certification, Federal Motor Bus Safety

Standards, that the bus complies with relevant FMVSS or manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

20. Fly America. Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their Contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S.-flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
21. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, 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 (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, 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. 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.
 - a. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, 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. Liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause 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 this clause.

- b. The Participant will 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 this section.
 - c. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this agreement.
- 22. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.
- 23. 2 CFR §200.322 Procurement of recovered materials—A non-Federal entity 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 by 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.
 - a. Environmentally Preferable Products Purchasing Program: In accordance with City of Los Angeles Administrative Code Section 10.32 et seq., it is the policy of the City to specify and purchase Environmentally Preferable Products and

services where criteria have been established by governmental or other widely recognized and respected third-party authorities.

- b. Suppliers and Contractors are encouraged to offer environmentally preferable products and services at competitive prices, and to consider environmental impacts of service delivery by using environmentally preferable products and delivery methods whenever possible.
 - c. Suppliers shall certify in writing the minimum, if not the exact percentage of Recycled Material, both Post- Consumer Recycled Content and Secondary Waste, and other environmental attributes in products to be provided in the performance of any awarded contract. The supplier shall provide such certification even in instances in which the product contains no Recycled Material or other environmental attributes. Failure to provide such certification shall result in the product being deemed to contain no Recycled Material or Environmentally Preferable attributes.
24. 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).)
25. Termination. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement. Please see Attachment A, Standard Provisions, (Rev. 10.21) [v.4].pdf, PSC-8, PSC-9 for termination and suspension for more detailed procedures.
26. Privacy Act - 5 U.S.C. 552. Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:
- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy

Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

27. 2 CFR 200.216 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:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. 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:
 - 1. telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 2. 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).
 - 3. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.
 - iv. 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.

28. Notification to FTA; Flow Down Requirement. 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.
- a. 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.
 - b. 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.
 - c. Additional Notice to U.S. DOT Inspector General. 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. 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. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

ATTACHMENT C

FTA Annual Project Financial Reporting Forms

GENERAL INSTRUCTIONS FOR FTA ANNUAL PROJECT FINANCIAL REPORTING

In accordance with the United States Code (USC), Title 49, Section 5335, the Secretary of Transportation maintains a reporting system, called the National Transit Database (NTD). The NTD uses uniform categories to collect public transportation financial and operating information and defines these in the Uniform System of Accounts (USOA). The USOA is the basic reference document for the NTD. It contains the accounting structure required by Federal Transit laws (previously Section 15 of the Federal Transit Act).

The Federal Transit Administration (FTA) published its most recent changes to the accounting requirements and reporting system in a Final Rule on January 12, 2012. This version of the USOA replaced all prior publications. The primary purpose of the USOA is to ensure that data definitions are uniform for all transit agencies. Each transit agency must maintain the accounts and records necessary to meet its internal information requirements as well as those specified in the USOA.

LADOT has changed the structure of its FTA Project Financial Reporting Forms to comply with the financial accounting definitions and accounts as outlined in the USOA. Costs are broken into four distinct functional areas: Vehicle Operational Costs, Vehicle Maintenance Costs, Facility Maintenance Costs, and General Administration Costs. Each of the four functional areas contains Labor Costs for duties and work performed that is associated with the specific functional area.

For the purposes of this Report, LADOT defines a Fiscal Year as the time period of July 1st through June 30th. The FTA Annual Project Financial Reporting, which consists of a total of eleven (11) Reports, is due by the end of August for the prior Fiscal Year's financial reporting.

REPORT 1 - INSTRUCTIONS AND GUIDELINES FOR THE COMPLETION OF
THE LABOR POSITION AND TASK REPORT

LADOT has changed the structure of its Annual Project Financial Reporting to comply with the financial accounting definitions and accounts as outlined in the USOA. The Labor Position and Task Report is broken into four (4) distinct functions: Vehicle Operations, Vehicle Maintenance, Facility Maintenance, General Administration. Labor hours are to be indicated by the tasks performed in each of these four functions.

(A) The Contractor is instructed to complete the Labor Position and Task Report and submit it with the Annual Project Financial Report.

(B) The Contractor is to modify the "Position" Column A to identify all staffing positions. The Contractor is instructed not to include those positions that are supplied through a subcontract.

(C) The Contractor is to assume 2,000 full-time employee labor hours per year.

(D) The Vehicle Operations function (Column B) includes wages, salaries, and benefits related to activities associated with the dispatching, scheduling, revenue vehicle operations, security, fare collections, and counting, vehicle operations training, driver permitting/licensing, field supervision, fueling activities for revenue vehicles, tire inspection/repair/inflation on revenue vehicles, repair and replacement of tires and tubes, use of consumables (fluids and lubricants), management, administration, clerical support directly related to revenue vehicle operations.

The Contractor is to indicate the number of hours each position classification performed duties and tasks as directly related to vehicle operations during the previous Fiscal Year.

(E) The Vehicle Maintenance function (Column C) includes wages, salaries, and benefits related to activities associated with vehicle repairs, vehicle maintenance, vehicle inspections (including driver pre- and post-inspections), preventative vehicle maintenance, fueling activities for non-revenue vehicles, vehicle cleaning, tire inspection/repair/inflation for non-revenue vehicles, towing services, and mechanic training/certification.

The Contractor is to indicate the number of hours each position classification performed duties and tasks as directly related to vehicle operations on an annual basis.

(F) The Facility Maintenance function (Column D) includes wages, salaries, and benefits related to activities associated with repairs, cleaning, and upkeep of buildings, other structures, landscape, parking lots, fencing, lighting, plumbing, electrical, maintenance equipment, cleaning of the maintenance and administration building, and all custodian services.

The Contractor is to indicate the number of hours each position classification performed duties and tasks as directly related to vehicle operations on an annual basis.

(G) The General Administration function (Column E) includes wages, salaries, and benefits related to activities associated with support and administrative, customer service calls, finance and accounting, risk management, insurance, human resources, attorney and paralegal consultation and support, information technology, office management, independent auditors, union negotiations, general management, and includes all executive management wages, salaries, and benefits packages.

The Contractor is to indicate the number of hours each position classification performed duties and tasks as directly related to vehicle operations on an annual basis.

(H) The Contractor is instructed to add the hours indicated in each line under the four functions (Columns B, C, D, and E) and enter the total in the "Total" (Column F).

Report 1 - Labor Position and Task Report

Positions Column A	Vehicle Operations (Annual Hours) Column B	Vehicle Maintenance (Annual Hours) Column C	Facility Maintenance (Annual Hours) Column D	General Administration (Annual Hours) Column E	Totals Column F Sum of Columns B+C+D+E
1. Project Manager					
a.					
2. Assistant Project Manager(s)					
a.					
b.					
3. Safety/Training Manager(s)					
a.					
b.					
4. Trainers					
a.					
b.					
4. Maintenance Manager					
a.					
5. Assistant Maintenance Manager/Lead Mechanic(s)					
a.					
b.					
c.					
6. Mechanics					
a. "A" Mechanics					
b. "B" Mechanics					
c. "C" Mechanics					
7. Parts Clerk(s)					
a.					
b.					
8. Data Manager					
a.					
9. Administrative Clerks					
a.					

b.					
10. Dispatcher(s)					
a.					
b.					

Report 1 - Labor Position and Task Report (continued)

Positions Column A	Vehicle Operations (Annual Hours) Column B	Vehicle Maintenance (Annual Hours) Column C	Facility Maintenance (Annual Hours) Column D	General Administration (Annual Hours) Column E	Totals Column F Sum of Columns B+C+D+E
11. Reservationist(s)					
a.					
b.					
c.					
12. Field Supervisors					
a.					
b.					
c.					
13. Security Guards					
a.					
b.					
c.					
14. Fuelers					
a.					
b.					
c.					
15. Utility Workers/Bus Washers					
a.					
b.					
c.					
16. Janitorial Staff					
a.					
b.					
c.					
d.					
17. Payroll Clerk					
a.					
b.					
c.					
18. Human Resource Personnel					
a.					
b.					
19. Legal Department Staff					

a.					
b.					
20. Other Staff Positions					
a.					
b.					

Report 1 - Labor Position and Task Report (Continued)

Positions Column A	Vehicle Operations (Annual Hours) Column B	Vehicle Maintenance (Annual Hours) Column C	Facility Maintenance (Annual Hours) Column D	General Administration (Annual Hours) Column E	Totals Column F Sum of Columns B+C+D+E
21. Vehicle Operators					
a. New Drivers (Trainees)					
b. Tier 1 – Pay Scale					
c. Tier 2 – Pay Scale					
d. Tier 3 – Pay Scale					
e. Tier 4 – Pay Scale					

REPORT 2 - INSTRUCTIONS FOR COMPLETION OF THE LABOR COSTS

LADOT has created these Reports to comply with the financial accounting definitions and accounts as outlined in the USOA. The Labor Cost Worksheets are broken into three (3) distinct categories: Salaries and Wages, Paid Absences, and Fringe Benefits.

The Salaries and Wages category (Column B) includes salaries, wages, bonuses, and overtime pay.

The Paid Absences category (Column C) includes vacation-time, sick-time, and other paid time-off.

The Fringe Benefits category includes:

- a. Employment Taxes (Column D) (federal, Medicare, and Social Security taxes),
- b. Health and Welfare (Column E) (medical and dental insurance plans, short-term disability, life insurance plans, worker's compensation, and unemployment plans),
- c. Retirement Costs/Pension Plans (Column F) (pension plans, long-term disability plans and other post-employment benefits such as any post-employment healthcare and life insurance that are provided separately from a pension), and
- d. Other Fringe Benefits (Column G) (uniforms and work clothing, tool allowances, employee and family transit passes, reimbursement for moving and education, assistance for dependent care, childcare and adoption, employee discounts, and other fringe benefits not described in the listing above).

(A) The Contractor is to complete Report 2 - Labor Costs and submit it with the FTA Annual Project Financial Report. The Contractor may use as many copies of Report 2 – Labor Costs as needed to list all positions listed in Report 1 – Labor Position and Task Report, Column A.

(B) The Contractor will transfer positions titles from Report 1 – Labor Position and Task Report, Column A to Column A of Report 2 – Labor Costs.

(C) The Contractor will list the **hourly Labor Costs by category for each position for the prior Fiscal Year**. The Contractor is instructed to enter these Costs in the corresponding Columns B, C, D, E, F, and G for each position listed in Column A.

REPORT 3 - INSTRUCTIONS FOR LABOR CALCULATIONS BY FUNCTION – VEHICLE OPERATIONS

- (A) The Contractor is to copy Columns A and B from Report 1 – Labor Position and Task Report for **only** those positions that have hours listed in Column B -Vehicle Operations on Report 1.

- (B) Column C is calculated by position - by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2 – Labor Costs, Column B – Salaries and Wages.
 - Column C = (Column B) x (Report 2 – Labor Costs, Column B)

- (C) Column D is calculated by position – by multiplying the positions hours listed in Column B by the Positions rate listed on Report 2, Column C- Paid Absences.
 - Column D = (Column B) x (Report 2 – Labor Costs, Column C)

- (D) Column E is calculated by position – by multiplying the positions hours listed in Column B by the sum of the positions rates listed on Report 2, Columns D (Employment Taxes) plus Column E (Health and Welfare) plus Column F (Retirement and Pension Plans) plus Column G (Other Fringe Benefits).
 - Column E = (Column B) x (Report 2 – Labor Costs (Sum of Columns D+E+F+G))

- (E) The Contractor is to total the Labor Costs for Columns C, D, and E and list them on the last line of Report 3.

- Recovery of physical damage losses for liability and property damage insurance premiums
- Insured and uninsured liability and property damage settlement payouts and recoveries
- Other Contractor insurance premiums (e.g., fidelity bonds, business records insurance)
- Contractor self-insurance costs

All Casualty and Liability Costs are reported under the General Administration Function.

Taxes object class includes the charges and assessments levied by the Federal, State, and local governments. Contractors must report any applicable:

- Income taxes
- Property taxes
- Fuel and lubricant taxes
- Electric propulsion power taxes
- Vehicle licensing and registration fees

The Contractor should not report sales or excise taxes on materials or services. The Contractor should consider tax rebates and reimbursements as credit offsets to expenses in the Tax Object Class.

Miscellaneous Expenses object class includes expenses not classified in other expense object classes.

Miscellaneous expenses may include:

- Dues and subscriptions
- Travel and meeting expenses
- Employee Appreciation Day expenses

REPORT 7 - INSTRUCTIONS FOR DETAILED VEHICLE OPERATIONS FUNCTION COSTS

Vehicle Operations expense function captures activities associated with the vehicle operations, comprising:

- Revenue Vehicle Operations,
- Reservations and Scheduling,
- Dispatching and Supervising,
- Ticketing and Fare Collection,
- Security, and
- Transportation Administration.

(A) Section 1 – “Labor Costs.” The Contractor is instructed to transfer totals from Report 3, Total Labor Costs – Vehicle Operations to Report 7 to Section 1 of Report 7.

(B) Section 2 - “Service Costs” include the labor and other work provided by outside organizations for fees and related expenses. In most incidents, the Contractor procures services from an outside organization as a substitute for in-house employee labor, except in the case of independent audits, which could not be performed by employees in the first place. The Contractor usually substitutes services for in-house labor because the skills offered by the outside organization are needed for only a short period of time or are better than internally available skills. The charge for these services is usually based on the labor hours invested in performing the service. Services include professional and technical services, contract maintenance services, and security services.

Section 2 of Report 7 lists some examples of types of service which would be included in this section. The Contractor is instructed to add those services used during the prior fiscal year, which fall under the Vehicle Operations Function. The Contractor is instructed to list all service costs related to the Vehicle Operations Function in Section 2 of Report 7. The Contractor can modify Report 7 - Section 2 to include all the services used during the prior fiscal year.

(C) Section 3 - "Materials and Supplies" are tangible products obtained from outside suppliers or manufactured internally. Shipping, purchase discounts, cash discounts, sales taxes, and excise taxes (except on fuel and lubricants) are included in the cost of the material or supply.

Section 3 of Report 7 lists some suggested materials and supplies cost categories. Fuel Costs and any associated taxes will be reported separately in Sections 3 and 5. The Contractor will report only the revenue vehicles fueling costs and associated taxes in Report 7. Non-revenue vehicle fueling, and the associated taxes, will be reported in Report 8.

The Contractor is instructed to list all material and supply costs related to the Vehicle Operations Function in Section 3 of Report 7. The Contractor can modify Section 3 of Report 7 to include all materials and supplies used during the prior fiscal year.

(D) Section 4 - "Utilities." The Contractor will list the utility costs associated with revenue vehicle charging and the operation of the fueling stations in Section 4 of Report 7.

(E) Section 5 - "Taxes." The Contractor is instructed to list all taxes on the purchase or disposal of Lubricants in Section 5, line a of Report 7. The Contractor is to list any vehicle licensing and registration fees for any non-revenue field supervision vehicles in Section 5, line c of Report 7 if the Contractor purchased field supervision vehicles for this Program.

The Contractor is instructed to list any fuel taxes for the purchase of fuel for the revenue vehicles in Section 5 of Report 7.

(F) Section 6 - "Miscellaneous Costs" are expenses that cannot be attributed to any of the other major cost object classes (Labor, Service, Materials and Supplies, Utilities, Casualty and Liability Costs, and Taxes). Miscellaneous Costs may include dues and subscriptions, travel and meeting expenses, and Employee Appreciation Day expenses.

If the Contractor is leasing field supervision vehicles for this Program, the Contractor is instructed to include leasing costs in Section 6.a. Field Supervisor vehicle leasing costs.

The Contractor is instructed to include Driver Permit Fees in Section 6.b (See Section 4.2.4.1 "Driver Permit Fees"). The Contractor is to note that the anticipated Driver Permit Fees are conditioned upon approval, and if approved during the prior fiscal year, those costs are to be included in this Report.

The Contractor is instructed to add any other miscellaneous costs necessary to include all costs from the prior fiscal year.

(G) The Contractor is instructed to list the total of all costs on Report 7 in the Total Vehicle Operations Function line.

Total Vehicle Operation Function = (Section 1 + Section 2 + Section 3 + Section 4 + Section 5 + Section 6)

REPORT 7 – DETAILED VEHICLE OPERATIONS FUNCTION COSTS

Cost Category	Actual Costs
Section 1. Labor Costs (transferred the totals listed on Report 3, Total Labor Costs – Vehicle Operations)	
a. Salaries and Wages	
b. Paid Absences	
c. Fringe Benefits	
Section 2. Service Costs	
a. Driver Uniform Services	
b. Security Services	
c. Drug Testing Services	
d.	
e.	
Section 3. Materials and Supplies	
a. Revenue Vehicles Fuel Costs	
b. Lubricants	
c. Tires and tubes	
d. Driver Training Materials	
e. Office Supplies	
f. Safety Vests	
g. Furniture	
h. Computer Equipment	
i. Radio System	
j. RSDS Software Costs	
k. RSDS Warranties and Licensing Fees/Costs	
l. RSDS Annual Fees	
m. Tablet Costs	
n. Farebox Collection Software	
o. Farebox Collection Software Licensing Fees	
p. Farebox Collection Software Annual fees	
q. Facility Surveillance System Costs	

r.	
s.	
t.	
u.	
v.	
w.	
Section 4. Utilities	
a. Electricity Costs (for charging/fueling stations)	
Section 5. Taxes	
a. Lubricant Taxes	
b. Fuel Taxes – Revenue Vehicles Only	
c. Vehicle Licensing and Registration Fees (non-revenue field supervision vehicles, if any)	
Section 6. Miscellaneous Costs	
a. Field Supervisor Vehicle Leasing Costs	
b. Driver Permit Fees	
c.	
d.	
Total Vehicle Operations Function (Sum of Sections 1 through 6)	

REPORT 8 - INSTRUCTIONS FOR DETAILED VEHICLE MAINTENANCE FUNCTION COSTS

Vehicle Maintenance Function captures activities associated with revenue and non-revenue vehicle maintenance comprised of:

- Servicing and Fueling Vehicles,
- Inspection, Maintenance, and Repair of Vehicles, and
- Administration of Vehicle Maintenance.

(A) Section 1 – “Labor Costs.” The Contractor is instructed to transfer totals from Report 4, Line 1 Total Labor Costs to Report 8, Section 1.

(B) Section 2 - “Service Costs” include the labor and other work provided by outside organizations for fees and related expenses. In most incidents, the Contractor procures services from an outside organization as a substitute for in-house employee labor, except in the case of independent audits, which could not be performed by employees in the first place. The Contractor usually substitutes services for in-house labor because the skills offered by the outside organization are needed for only a short period of time or are better than internally available skills. The charge for these services is usually based on the labor hours invested in performing the service. Services include professional and technical services, contract maintenance services, and security services.

Section 2 of Report 8 lists some examples of types of service which would be included in this section. The Contractor is instructed to add those services used during the prior fiscal year, which fall under the

Vehicle Maintenance Function. The Contractor is instructed to list all service costs related to the Vehicle Maintenance Function in Section 2 of Report 8. The Contractor can modify Report 8 - Section 2 to include all the services used during the prior fiscal year.

(C) Section 3 - "Materials and Supplies" are tangible products obtained from outside suppliers or manufactured internally. Shipping, purchase discounts, cash discounts, sales taxes, and excise taxes (except on fuel and lubricants) are included in the cost of the material or supply.

Section 3 of Report 8 lists some suggested materials and supplies cost categories. The Contractor is instructed to list all material and supply costs related to the Vehicle Maintenance Function in Cost Report 8, Section 3 - Materials and Supplies. The Contractor can modify Report 8 to add as many line items in Section 3 as necessary to include all the services used during the prior fiscal year.

The Contractor is instructed to include all non-revenue vehicle fuel costs in Section 3.f. Materials and Supplies, Fuel Costs on Report 8.

(D) Section 4 - "Taxes." The Contractor is instructed to complete Section 4 of Report 8. If the Contractor purchased maintenance service vehicles for this Program, the Contractor is to include the vehicle licensing and registration fees for non-revenue maintenance support vehicles in 4.b. Taxes, Vehicle Licensing, and Registration Fees.

Any fuel taxes associated with the fueling of all the non-revenue vehicles are to be included in Section 4 of Report 8.

(E) Section 5 - "Miscellaneous Costs" are expenses that cannot be attributed to any of the other major cost object classes (Labor, Service, Materials and Supplies, Utilities, Casualty and Liability Costs, and Taxes). The Contractor is instructed to complete Section 5 of Report 8. Sample line items have been added to this Section. The Contractor is only to include those miscellaneous costs that apply to the prior fiscal year. The Contractor may add additional line items in this Section as needed.

If the Contractor is leasing maintenance support vehicles for this Program, the Contractor is instructed to include the vehicle leasing costs in 5.a Miscellaneous Costs, Maintenance Support Vehicle Leasing Costs.

(F) The Contractor is instructed to list the total of all costs on Report 8 in the Total Vehicle Maintenance Function line.

Total Vehicle Maintenance Function = (Section 1 + Section 2 + Section 3 + Section 4 + Section 5)

REPORT 8 – DETAILED VEHICLE MAINTENANCE FUNCTION COSTS

Cost Category	Actual Costs
Section 1. Labor Costs (transferred from the totals listed on Report 4, Total Labor Costs – Vehicle Maintenance)	
a. Salaries and Wages	
b. Paid Absences	
c. Fringe Benefits	
Section 2. Service Costs	
a. Mechanic Uniform Services	
b. Towing Services	
c. Body work Services	
d. Modem Installation Services	
e.	
Section 3. Materials and Supplies	
a. Spare Parts	
b. Shop equipment	
c. Tools	
d. Graffiti Removal Supplies	
e. Tires for Non-Revenue Vehicles	
f. Fuel costs (all non-revenue vehicles)	
g. Supplies	

h. Computer Equipment	
i. Purchase of 22 modems	
j.	
k.	
l.	
Section 4. Taxes	
a. Fuel Taxes (non-revenue vehicles)	
b. Vehicle Licensing and Registration Fees (non-revenue maintenance vehicles, if any)	
Section 5. Miscellaneous Costs	
a. Maintenance Support Vehicle Leasing Costs	
b. Travel/Training Costs for Mechanics	
c.	
d.	
e.	
f.	
g.	
Total Vehicle Maintenance Function (Sum of Sections 1 through 5)	

REPORT 9 - INSTRUCTIONS FOR DETAILED FACILITY MAINTENANCE FUNCTION COSTS

Facility Maintenance Function costs capture activities related to keeping buildings, structures, and other non-vehicle assets operational and in good repair, including administrative and clerical support. Sub-functions under Facility Maintenance include:

- Maintenance of Vehicle Operations Equipment,
- Maintenance of Operating and Maintenance Buildings, Grounds, and Equipment,
- Maintenance of Administrative Buildings, Grounds, and Equipment, and
- Administration of Facility Maintenance.

(A) Section 1 – “Labor Costs.” The Contractor is instructed to transfer totals from Report 5, Line 1 Total Labor Costs to Report 9, Section 1.

(B) Section 2 - “Service Costs” include the labor and other work provided by outside organizations for fees and related expenses. In most incidents, the Contractor procures services from an outside organization as a substitute for in-house employee labor, except in the case of independent audits, which could not be performed by employees in the first place. The Contractor usually substitutes services for in-house labor because the skills offered by the outside organization are needed for only a short period of time or are better than internally available skills. The charge for these services is usually based on the labor hours invested in performing the service. Services include professional and technical services, contract maintenance services, and security services.

Section 2 of Report 9 lists some examples of types of service which would be included in this section. The Contractor is instructed to add those services used during the prior fiscal year, which fall under the Facility Maintenance Function. The Contractor is instructed to list all service costs related to the Facility Maintenance Function in Section 2 of Report 9. The Contractor can modify Report 8 - Section 2 to include all the services used during the prior fiscal year.

(C) Section 3 - "Materials and Supplies" are tangible products obtained from outside suppliers or manufactured internally. Shipping, purchase discounts, cash discounts, sales taxes, and excise taxes (except on fuel and lubricants) are included in the cost of the material or supply.

Section 3 of Report 9 lists some suggested materials and supplies cost categories. The Contractor is instructed to list all material and supply costs related to the Facility Maintenance Function in Section 3 of Report 9 Service Costs. The Contractor can modify Report 9 to add as many line items in Section 3 as necessary to list all the services used in the prior fiscal year.

(D) Section 4 – "Taxes." The Contractor is instructed to complete Section 4 of Report 9. The Contractor is to include any property taxes if the Contractor is required to pay the property tax as a condition of the Contractor's lease agreement(s).

(E) Section 5 - "Miscellaneous Costs" are expenses that cannot be attributed to any of the other major cost object classes (Labor, Service, Materials and Supplies, Utilities, Casualty and Liability Costs, and Taxes). The Contractor is instructed to complete Section 5 of Report 9. The Contractor is to include those miscellaneous costs that apply to the prior fiscal year. The Contractor may add additional line items in this Section as needed to capture all costs from the prior fiscal year.

(F) The Contractor is instructed to divide the Facility leasing costs, based on square footage, between Administrative Building (including the administrative parking lot area) and Maintenance Facility (including revenue vehicle parking lot, bus wash area, maintenance area, and all other area's directly related to the maintenance and operation of revenue vehicles), and entered the costs in Report 9, Section 6 - Facility Leasing Costs.

REPORT 9 – DETAILED FACILITY MAINTENANCE FUNCTION COSTS

Cost Category	Actual Costs
Section 1. Labor Costs (transferred from the totals listed on Report 5, Total Labor Costs -Facility Maintenance)	
a. Salaries and Wages	
b. Paid Absences	
c. Fringe Benefits	
Section 2. Service Costs	
a. Custodial Services	
b. Ground Maintenance/Care Services	
c. Building Permits (if any)	
d.	
e.	
Section 3. Materials and Supplies	
a. Cleaning Supplies and equipment	
b. Light bulbs, and other consumables	
c.	
d.	
e.	
f.	
g.	
h.	

i.	
j.	
Section 4. Taxes	
a.	
b.	
c.	
Section 5. Miscellaneous Costs	
a.	
b.	
c.	
d.	
e.	
Total Facility Maintenance Function (Sum of Sections 1 through 5)	
Section 6. Facility Leasing Costs	
a. Administrative Facility Leasing Costs	
b. Maintenance Facility leasing costs	
Total Facility Leasing Costs (line 7 + line 8)	

REPORT 10 - INSTRUCTIONS FOR DETAILED GENERAL ADMINISTRATION FUNCTION COSTS

General Administration Function costs capture activities associated with the general administration of the transit operator. Sub-functions under General Administration are:

- Finance and Accounting,
- Purchasing and Storage,
- Customer Relations,
- Risk Management,
- Safety,
- Human Resources,
- Legal,
- Information Technology,
- Office Management,
- General Management,
- And General Functions.

(A) Section 1 – “Labor Costs.” The Contractor is instructed to transfer totals from Report 6 to Report 10, Section 1.

(B) Section 2 - “Service Costs” include the labor and other work provided by outside organizations for fees and related expenses. In most incidents, the Contractor procures services from an outside organization as a substitute for in-house employee labor, except in the case of independent audits, which could not be performed by employees in the first place. The Contractor usually substitutes services for in-house labor because the skills offered by the outside organization are needed for only a short period of time or are better than internally available skills. The charge for these services is usually based on the labor hours invested in performing the service. Services include professional and technical services, contract maintenance services, and security services.

Section 2 of Report 10 lists some examples of types of service which would be included in this section. The Contractor is instructed to add those services which the Contractor used during the prior fiscal year, which fall under the General Administration Function. The Contractor is instructed to list all service costs related to the General Administration Function in Section 2 of Report 10 Service Costs. The Contractor can modify Report 10 to add as many services in Section 2 as necessary to list all services used during the prior fiscal year.

(C) Section 3 - “Materials and Supplies” are tangible products obtained from outside suppliers or manufactured internally. Shipping, purchase discounts, cash discounts, sales taxes, and excise taxes (except on fuel and lubricants) are included in the cost of the material or supply.

Section 3 of Report 10 lists some suggested materials and supplies cost categories. The Contractor is instructed to list all material and supply costs related to the General Administration Function in Section 3 of Report 10. The Contractor can modify Report 10 to add as many line items in Section 3 as necessary to include all costs incurred during the prior fiscal year.

(D) Section 4 – “Casualties and Liabilities.” The Contractor instructed to complete Section 4 of Report 10. Section 4 contains sample line items. Section 4 includes all insurance costs. The Contractor is to include the settlement costs from the prior fiscal year. The Contractor can modify Report 10 to include the line items necessary to complete to list all settlements from the prior fiscal year.

(E) Section 5 – “Utilities.” The Contractor is instructed to complete Section 5 of Report 10. Section 5 contains sample line items. The Contractor can modify Report 10 to include the line items necessary to list all costs from the prior fiscal year.

(F) Section 6 – “Taxes.” The Contractor is instructed to complete Section 6 of Report 10. Section 6 contains sample line items. Included in this section should be any fees or taxes not listed in any of the other Reports that are imposed by the Federal, State, or local agencies for the operation of the services as outlined in this RFP. The Contractor can modify Report 10 to include the line items necessary to capture all remaining taxes paid in the prior fiscal year.

If the Contractor purchased vehicles for management personnel for use in the management of the services as outlined in this RFP services, the Contractor is instructed to include the vehicle licensing and registrations fees in 6.a. Taxes, Vehicle Licensing, and Registrations Fees.

(G) Section 7 - "Miscellaneous Costs" are expenses that cannot be attributed to any of the other major cost object classes (Labor, Service, Materials and Supplies, Utilities, Casualty and Liability Costs, and Taxes). The Contractor is instructed to complete Section 5 of Report 10. Sample line items have been added to this Section. The Contractor is only to include those miscellaneous costs that apply to the prior fiscal year. The Contractor may add additional line items in this Section as needed.

If the Contractor is leasing vehicles for management personnel for use in the management of the services as outlined in this RFP services, the Contractor is instructed to include the vehicle leasing costs in 7.a. Miscellaneous Costs, Management Vehicle Leasing Costs.

REPORT 10 – DETAILED GENERAL ADMINISTRATION FUNCTION COSTS

Cost Category	Actual Costs
Section 1. Labor Costs (transferred for the totals listed on Report 6, Total Labor Costs – General Administration)	
a. Salaries and Wages	
b. Paid Absences	
c. Fringe Benefits	
Section 2. Service Costs	
a. Auditing Services	
b. Legal Services	
c.	
d.	
Section 3. Materials and Supplies	
a. Office Supplies	
b. Furniture	
c. Computer Equipment	
d. Training Materials	
e. Printing Equipment	

f. Phone System	
g.	
h.	
i.	
j.	
Section 4. Casualties and Liabilities	
a. Insurance costs	
b. Settlements	
c.	
d.	
Section 5. Utilities	
a. Phone System	
b. Internet services	
c. Utilities	
d. Garbage Collection	
e.	
Section 6. Taxes	
a. Vehicle Licensing and Registration Fees (non-revenue management vehicles, if any)	
b.	
c.	
Section 7. Miscellaneous Costs	
a. Management Vehicle Leasing Costs	
b.	
c.	
d.	
Total General Administration Function (sum of Sections 1 through 7)	

REPORT 11 - INSTRUCTIONS FOR SUMMARY OF COSTS

The Summary of Costs Report shall equal the total yearly costs for the Service.

(A) The Contractor is instructed to transfer the total of Report 7 - Total Vehicle Operations Function to Line 1 Vehicle Operations Costs of Report 11.

(B) The Contractor is instructed to transfer the total of Report 8 – Total Vehicle Maintenance Function to Line 2 Vehicle Maintenance Costs of Report 11.

(C) The Contractor is instructed to transfer the total of Report 9 – Total Facility Maintenance Function to Line 3 Facility Maintenance Costs of Report 11.

(D) The Contractor is instructed to transfer the total of Report 10 – Total General Administration Function to Line 4 General Administration Costs of Report 11.

(E) The Contractor is instructed to enter their profit from the prior fiscal year on Report 11, Line 5 Profit.

(F) The Contractor is instructed to enter the sum of Report 11, Lines 1 to 5 on Report 11, Line 6 Total Contractor Costs.

$$\text{Report 11, Line 6} = (\text{Line 1}) + (\text{Line 2}) + (\text{Line 3}) + (\text{Line 4}) + (\text{Line 5})$$

(G) The City will complete the rest of Report 11. The Contractor is instructed not to enter any information in Lines 7 or 8 of Report 11.

REPORT 11 - SUMMARY OF CITYRIDE PARATRANSIT SERVICE COSTS

Cost Category	Actual Costs
1. Vehicle Operations Costs	
2. Vehicle Maintenance Costs	
3. Facility Maintenance Costs	
4. General Administration Costs	
5. Profit	

6. Total Costs (Sum of line 1 to 5)	
For City Use Only – Do not enter data below this line.	
7. WiFi Service Costs	
8. Other Costs: (List separately)	
a.	
b.	
c.	
TOTAL SERVICE COSTS (Sum of Line 6 + Line 7 +Line 8)	