


CITY OF LOS ANGELES
INTERDEPARTMENTAL MEMORANDUM

DATE: October 29, 2024

TO: Honorable City Council
% City Clerk, Room 395, City Hall
Attention: Honorable Heather Hutt, Chair, Transportation Committee

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

SUBJECT: **REQUEST FOR AUTHORIZATION TO EXECUTE AN AGREEMENT WITH STERNDahl ENTERPRISES FOR THE PROVISION OF PAVEMENT MARKINGS, STRIPING, SLURRY SEALING AND OTHER PAVEMENT PRESERVATION PROGRAM SERVICES (C.F. 24-0096)**

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authorization to execute an agreement with Sterndahl Enterprises for the provision of pavement markings, striping, slurry sealing, and other pavement preservation program services for an amount not to exceed \$8,000,000. The contract is for a term of one year from the date of attestation with four one-year extension options. The Mayor's Office approved and transmitted the attached report to LADOT, which is now referred to the Council for review and approval.

RECOMMENDATIONS

That the City Council, subject to the approval of the Mayor:

1. AUTHORIZE the General Manager of the LADOT, or designee, to execute a contract with Sterndahl Enterprises (Attachment 1) for the provision of pavement markings, striping, slurry sealing, and other pavement preservation program services for a period of one year from the date of attestation, with four one-year extension options, for an amount not to exceed \$8,000,000.
2. AUTHORIZE the General Manager of LADOT, or designee, to prepare Controller's Instructions and make any necessary technical adjustments that are consistent with the Mayor and Council actions on this matter, subject to the approval of the City Administrative Officer, and authorize the City Controller to implement those instructions.

BACKGROUND

Since 2011, LADOT utilized a contract procured by the Department of General Services (GSD) for the provision of pavement markings, striping, slurry sealing, and other pavement preservation program work. GSD informed LADOT that it will no longer be administering the contract, which is set to expire on January 31, 2025.

In July 2020, LADOT submitted a Notice of Intent to Contract to the City Administrative Officer (CAO) and a 1022 Information Form to the Personnel Department. In accordance with Charter Section 1022, the Personnel Department determined that City classifications could perform the work being proposed.

LADOT contacted 41 City departments: 18 departments did not have sufficient staff to perform the project scope and 23 did not respond by the deadline date. Consequently, the CAO concluded that LADOT has an existing need to continue contracting out the work and does not currently have the ability to pay for and fill the additional positions and procure the capital equipment necessary to take over the tasks currently performed by the contractor. In addition, a contractor allows the City to retain flexibility of resources.

DISCUSSION

On January 24, 2024, LADOT submitted a request to the City Council for authority to release a Request for Proposals (RFP) for the provision of pavement markings, striping, slurry sealing, and other pavement preservation program services (C.F. 24-0096). The RFP was released on February 27, 2024 on the Regional Alliance Marketplace for Procurement of Los Angeles (RAMPLA) website. In accordance with Charter Section 10.15, RAMPLA advertised the RFP and sent notifications to vendors who previously expressed interest in providing the type of work outlined in the RFP. On March 12, 2024, LADOT held a mandatory pre-proposal conference to provide an overview of the RFP and answer questions from potential bidders.

The RFP closed on April 2, 2024. Sterndahl Enterprises was the sole bidder for the RFP. LADOT convened a RFP Evaluation Committee consisting of three panelists with expertise in pavement markings, striping, slurry sealing, and other pavement preservation program services. The RFP Evaluation Committee determined that Sterndahl Enterprises has work experience, human resources, and financial stability necessary to meet City requirements and perform all of the specifications outlined in the RFP.

FISCAL IMPACT

There is no impact on the General Fund. The provision of pavement markings, striping, slurry sealing, and other pavement preservation program services are paid for with funding allocated in the annual Adopted Budget.

LRC:LE:jw
attachment

TRANSMITTAL

TO
Department of Transportation

DATE
10/09/2024

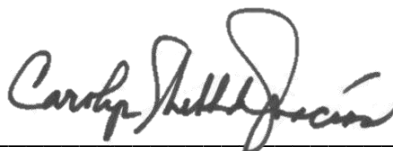
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT

REQUEST FOR AUTHORIZATION TO EXECUTE AN AGREEMENT WITH STERND AHL ENTERPRISES FOR THE PROVISION OF PAVEMENT MARKINGS, STRIPING, SLURRY SEALING AND OTHER PAVEMENT PRESERVATION PROGRAM SERVICES (C.F. 24-0096)

Approved, ED3 Waived, and Transmitted for further processing.



MAYOR
(Carolyn Webb de Macias for)

CITY OF LOS ANGELES
INTERDEPARTMENTAL MEMORANDUM

DATE: September 12, 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: **REQUEST FOR AUTHORIZATION TO EXECUTE AN AGREEMENT WITH STERND AHL ENTERPRISES FOR THE PROVISION OF PAVEMENT MARKINGS, STRIPING, SLURRY SEALING AND OTHER PAVEMENT PRESERVATION PROGRAM SERVICES (C.F. 24-0096)**

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authorization to execute an agreement with Sterndahl Enterprises for the provision of Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services for an amount not to exceed \$8,000,000. The contract is for a term of one year from the date of attestation with four (4) one-year extension options. The contract extension options will depend on the availability of funding, the contractors' performance, and the best interests of the City. LADOT is requesting a waiver from the Executive Directive (ED) 3 review process to avoid service disruptions upon the expiration of the current contract on August 31, 2024.

RECOMMENDATIONS

That the City Council, subject to the approval of the Mayor:

1. AUTHORIZE the General Manager of the LADOT, or designee, to execute a contract with Sterndahl Enterprises (Attachment 1) for the provision of pavement markings, striping, slurry sealing and other pavement preservation program services for a period of one year from the date of attestation, with four one-year extension options, for an amount not to exceed \$8,000,000.
2. AUTHORIZE the General Manager of LADOT, or designee, to prepare Controller's Instructions and make any necessary technical adjustments that are consistent with the Mayor and Council actions on this matter, subject to the approval of the City Administrative Officer, and authorize the City Controller to implement those instructions.

BACKGROUND

Since 2011, LADOT utilized a contract procured by the Department of General Services (GSD) for the provision of pavement markings, striping, slurry sealing, and other pavement preservation program work. GSD informed LADOT that it will no longer be administering the contract, which is set to expire on August 31, 2024.

In July 2020, LADOT submitted a Notice of Intent to Contract to the CAO and a 1022 Information Form to the Personnel Department. In accordance with Charter Section 1022, the Personnel Department determined that City classifications could perform the work being proposed. LADOT contacted 41 City Departments: 18 Departments did not have sufficient staff to perform the project scope and 23 did not respond by the deadline date. Consequently, the City Administrative Officer (CAO) concluded that LADOT has an existing need to continue contracting out the work and does not currently have the ability to pay for and fill the additional positions and procure the capital equipment necessary to take over the tasks currently performed by the contractor. In addition, a contractor allows the City to retain flexibility of resources.

DISCUSSION

On January 24, 2024, LADOT submitted a request to the City Council for authority to release a Request for Proposals (RFP) for the provision of pavement markings, striping, slurry sealing and other pavement preservation program services (C.F. 24-0096). The RFP was released on February 27, 2024 on the Regional Alliance Marketplace for Procurement of Los Angeles (RAMPLA) website. In accordance with Charter Section 10.15, RAMPLA advertised the RFP and sent notifications to vendors who previously expressed interest in providing the type of work outlined in the RFP. On March 12, 2024, LADOT held a mandatory pre-proposal conference to provide an overview of the RFP and answer questions from potential bidders.

The RFP closed on April 2, 2024. Sterndahl Enterprises was the sole bidder for the RFP. LADOT convened a RFP Evaluation Committee consisting of three panelists with expertise in Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services. The RFP Evaluation Committee determined that Sterndahl Enterprises has work experience, human resources, and financial stability necessary to meet city requirements and perform all of the specifications outlined in the RFP.

FISCAL IMPACT

There is no impact on the General Fund. The provision of pavement markings, striping, slurry sealing, and other pavement preservation program services are paid for with funding allocated in the annual Adopted Budget for LADOT, which includes Gas Tax, Measure R, Measure M, and Vision Zero Funding.

Attachment 1: LADOT Contract with Sterndahl Enterprises

AGREEMENT NO. _____

BETWEEN

THE CITY OF LOS ANGELES AND STERND AHL ENTERPRISES
FOR PAVEMENT MARKINGS, STRIPING, SLURRY SEALING AND OTHER
PAVEMENT PRESERVATION PROGRAM SERVICES

This Agreement (the “Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles (hereinafter referred as the “City”), a municipal corporation, acting by and through the Department of Transportation (hereinafter referred to as “LADOT”) and Sterndahl Enterprises (“hereinafter referred to as “Contractor”) for the provision of Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services. The City and the Contractor are collectively referred to as “Parties” and individually as “Party.”

WHEREAS, since 2011, LADOT utilized a contract procured by the Department of General Services (GSD) for the provision of pavement markings, striping, slurry sealing and other pavement preservation program work.

WHEREAS, GSD informed LADOT that it will no longer be administering the contract, which is set to expire on August 31, 2024.

WHEREAS, in July 2020, LADOT submitted a Notice of Intent to Contract to the CAO and a 1022 Information Form to the Personnel Department.

WHEREAS, in accordance with Charter Section 1022, the Personnel Department determined that City classifications could perform the work being proposed. LADOT contacted 41 City Departments: 18 Departments did not have sufficient staff to perform the project scope and 23 did not respond by the deadline date. Consequently, the City Administrative Officer (CAO) concluded that LADOT has an existing need to continue contracting out the work and does not currently have the ability to pay for and fill the additional positions and procure the capital equipment necessary to take over the tasks currently performed by the contractor.

WHEREAS, on January 26, 2024, the City of Los Angeles Transportation Committee received an LADOT request to release an RFP for the provision of pavement markings, striping, slurry sealing and other pavement preservation program services (CF 24-0096).

WHEREAS, the RFP was released on February 27, 2024 on the Regional Alliance Marketplace for Procurement at Los Angeles (RAMPLA) website. In accordance with Charter Section 10.15, RAMPLA advertised the RFP and sent notifications to vendors who previously expressed interest in providing the type of work outlined in the RFP.

WHEREAS, On March 12, 2024, LADOT held a mandatory pre-proposal conference to provide an overview of the RFP and answer questions from potential bidders.

WHEREAS, the RFP closed on April 2, 2024. Sterndahl Enterprises was the sole bidder for the RFP. LADOT convened a RFP Evaluation Committee consisting of three panelists with expertise in Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services. The RFP Evaluation Committee determined that Sterndahl Enterprises has work experience, human resources, and financial stability necessary to meet city requirements and perform all of the specifications outlined in the RFP.

NOW, THEREFORE, In consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby covenant, represent, and agree as follows:

1. SECTION HEADINGS / DEFINITIONS / PARTIES TO THE AGREEMENT

1.1. Section Headings

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this document.

1.2. Definitions

Words and phrases used herein shall have the same meaning as set forth opposite the same:

AGREEMENT / CONTRACT The written agreement covering the performance of services and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Agreement shall include the specifications, together with any special provisions thereof including addendums. Also, any and all supplements amending or extending the service to be performed and which may be required to supply acceptable services specified herein.

APPLICABLE LAW All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, City and County of Los Angeles and all other federal, state, regional, county, geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the

City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.

CITY The City of Los Angeles, Department of Transportation, or its subordinate Bureaus. The term CITY may refer to the geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.

CITY PROJECT MANAGER A representative of the CITY or its assigned staff to monitor the Agreement.

CONTRACTOR PROJECT MANAGER CONTRACTOR'S designated representative for all issues related to this Agreement.

CONTRACTOR Sterndahl Enterprises, Inc. Also, see PRIME CONTRACTOR.

CONTRACTUAL SERVICES All services to be provided by the CONTRACTOR under this Agreement.

DIRECTOR Executive Director and General Manager of the Los Angeles Department of Transportation.

HOLIDAYS The CITY recognizes the following holidays: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day Indigenous Peoples' Day; Veterans' Day; Thanksgiving; the day after Thanksgiving; and Christmas Day.

MBE / WBE / OBE Minority / Women / Other Business Enterprise.

PRIME CONTRACTOR

Sterndahl Enterprises, Inc. will be utilized to perform all the tasks defined in this Agreement. Also, see CONTRACTOR.

SUBCONTRACTOR

An individual or company having a contract with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR.

1.3. Introduction

The Los Angeles Department of Transportation (LADOT) Field Operations Bureau is committed to providing safe, efficient and accessible transportation to Angelenos and visitors to the City of Los Angeles. The LADOT Field Operations Bureau consists of two divisions; the Paint and Sign division manages the installation and maintenance of traffic signs and street markings, while the Signal Systems Division manages the installation and maintenance of traffic signal devices and related activities.

The LADOT Field Operations, Paint & Sign Section requires a contractor for the provision of Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services. The CONTRACTOR will be required to provide all necessary equipment and staff to properly perform the scope of work outlined in Exhibit B and will also be required to provide a safe working environment for their employees, subcontractors, LADOT employees and the equipment used to complete the task.

1.4. Parties to the Agreement

The parties to this Agreement are:

- 1.4.1. CITY – The City of Los Angeles, acting by and through the Los Angeles Department of Transportation, having its principal office at Caltrans Building, 100 S. Main St, Los Angeles, CA 90012.
- 1.4.2. CONTRACTOR – Sterndahl Enterprises, Inc., having its principal office at 11861 Branford Street, Sun Valley, CA 91352.

1.5. Representatives of the Parties

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

1.5.1. Contractor's Representative

Dennis Sterndahl
Vice President
Sterndahl Enterprises, Inc.
11861 Branford Street
Sun Valley, CA 91352
Email: denny@sterndahl.com
Phone: (818) 612-4595

1.5.2. City's Representatives

Laura Rubio-Cornejo
General Manager
Los Angeles Department of Transportation
100 S. Main St, 10th Floor
Los Angeles, CA 90012
Email: laura.cornejo@lacity.org

With copy to:

Linda Evans
Chief Management Analyst
Los Angeles Department of Transportation
100 S. Main St, 10th Floor
Los Angeles, CA 90012
Email: linda.evans@lacity.org
Phone: (213) 334-0000

1.6. Formal Notices

Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effectuated by personal delivery, electronic mail, or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

1.7. Notices of Change

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section within five (5) working days of said change.

2. TERM OF AGREEMENT

2.1. Term of Agreement

The contract shall be for a one (1) year term from the date of attestation of the City Clerk, unless terminated earlier by the CITY. At the discretion of the City, the contract may be renewed and renegotiated for a period of up to four (4) additional years in one-year increments, depending on the availability of funds, the contractors' performance, and the best interests of the City.

2.2. Ratification Clause

Due to the need for the CONTRACTOR'S services to be provided upon commencement of the Term, the CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted.

3. STATEMENT OF WORK

3.1. Contractor's Performance of Work

3.1.1. CONTRACTOR shall perform all work as required in accordance with the terms and conditions specified in this Agreement.

All work, tasks, and/or deliverables are subject to LADOT approval in accordance with the Statement of Work. Failure to receive approval may result in the withholding of compensation for such work pursuant to Section 5 Compensation and Method of Payment, of this Agreement.

3.1.2. Notwithstanding any other provisions of this Agreement, the CONTRACTOR will perform such other work and deliver such other items within the Statement of Work as are necessary to ensure that the deliverables provided under this Agreement and all Attachments.

3.1.3. In the event that the CITY requires services in addition to those specified in this Agreement, CONTRACTOR shall provide a written quote for such additional services. Prior to performance of additional work, this Agreement will be amended to include the additional services and payment therefor.

3.1.4. CONTRACTOR'S performance of the work under this Agreement must not interfere unnecessarily with the operation of LADOT or any other Department.

3.2. Pavement Markings, Striping, Slurry Sealing And Other Pavement Preservation Program Services

Unless otherwise specified, the CONTRACTOR will be responsible for, but not limited to, furnishing all labor, materials, water, fuel, equipment, vehicles, supplies, energy sources, tools, monitoring, supervision, and incidentals necessary for providing Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services.

CONTRACTOR shall provide all labor, materials, and equipment to complete the work in a satisfactory manner.

Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services could be required at any time, including nights and weekends. CONTRACTOR shall provide services when requested.

It is essential that the CONTRACTOR perform Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services at the time and date specified. Failure to perform the work in a satisfactory or timely manner may result in cancellation of contract.

LADOT will attempt to give the CONTRACTOR a minimum of one (1) day advance notice on service requests, but shorter notice will be given in event of emergencies.

CONTRACTOR is required to perform work in accordance with CITY rules and regulations and is subject to inspection and approval by the CITY.

3.3. Billable Hours

Billable hours begin when actual work assignment begins at the work location and end for the day when actual work assignment is completed or at the end of the designated shift. Travel time, before or after work assignment is NOT billable.

Billing at overtime (time-and-a-half) rate will only be approved when the same employee of the CONTRACTOR works in excess of eight (8) hours in one day or 40 hours per week on the same work assignment for the CITY per work order or location, regardless of hours worked on different work assignments on non-CITY assignments during the same period. Work assignments scheduled on CITY approved holidays will be billed and paid at time-and-a-half.

3.4. Traffic Control Devices

CONTRACTOR shall provide and use traffic control devices and follow the standards and guidelines for temporary traffic control zones outlined in the most

recent Work Area Traffic Control Handbook (WATCH) and adhere to the California Manual on Uniform Traffic Control Devices (CA-MUTCD).

3.5. Contractor's Equipment

All equipment must be maintained in a good state of repair, i.e.; no excessive oil leaks that could damage existing asphalt, concrete, or landscaped areas. All equipment safety guards shall be in place; hydraulic hoses shall be in good condition. No equipment shall pose a potential danger to the crews, passing pedestrians and motorists. Failure to comply with this provision shall have the work stopped and equipment removed from the job site at the CONTRACTOR'S expense.

3.6. Administrative Costs

CONTRACTOR may be required to provide additional non-standard plans and/or other administrative requests. CONTRACTOR may charge an administrative cost for such requests.

3.7. Mandatory Meetings

CONTRACTOR is required to attend mandatory meetings with CITY personnel as needed.

3.8. Accident Prevention

CONTRACTOR shall exercise caution at all times for the protection of person (including employees) and property. The safety provisions of all applicable laws shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with accepted safety provisions.

3.9. Emergency Service

Emergency or other as-needed Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services may be requested.

4. KEY PERSONNEL

4.1. Key Personnel

4.1.1. Project Manager

CONTRACTOR will assign a full-time project manager with full authority to administer the Agreement for CONTRACTOR and with relevant experience in implementing the services required in this Agreement. CONTRACTOR'S Project Manager is listed below:

Dennis Sterndahl

Vice President
Sterndahl Enterprises, Inc.
11861 Branford Street
Sun Valley, CA 91352
Email: denny@sterndahl.com
Phone: (818) 612-4595

4.1.2. Staff Size

The size of the staff employed by CONTRACTOR in the performance of the services must be kept consistent with Section 3. Statement of Work. CONTRACTOR shall employ a qualified number of staff to sufficiently operate, maintain, and manage Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services in accordance with standards and practices of the industry, and to perform its obligations under this Agreement, which shall include, without limitation, Pavement Markings, Striping, Slurry Sealing and other Pavement Preservation Program services and other as-needed related services.

4.1.3. Contractor's Key Personnel

CONTRACTOR'S Key Personnel will be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement and shall include the following:

- Name, Title
- Name, Title
- Name, Title

The CITY considers the services of CONTRACTOR'S key personnel essential to CONTRACTOR'S performance under this Agreement. CONTRACTOR will not reassign any key personnel without the CITY'S prior written consent. The CITY will have the right to approve or disapprove the reassignment of CONTRACTOR'S key personnel for any reason at its sole discretion.

Notwithstanding the above, the CITY'S consent for removal/reassignment of CONTRACTOR'S key personnel will not be required when such key personnel: 1) is dismissed by CONTRACTOR for misconduct; 2) fails, in CONTRACTOR'S sole discretion, to perform his or her duties and responsibilities pursuant to this Agreement; or 3) is unable to work.

4.2. Changes to Key Personnel

CONTRACTOR agrees to minimize changes to its key project personnel. CITY will have the right to request key project personnel changes and to review and approve key project personnel changes by CONTRACTOR. The CITY'S approval of key project personnel assignments and changes will not be unreasonably withheld.

4.3. Subcontractors

- 4.3.1. There are no subcontractors assigned to this Agreement.
- 4.3.2. With prior written approval by the CITY, CONTRACTOR may enter into subcontracts with other vendors for the performance of portions of this Agreement.
- 4.3.3. All work, tasks, and deliverables of Subcontractors are subject to LADOT's approval and must be performed in accordance with the Statement of Work. Failure to receive approval may result in the withholding of compensation for such deliverable(s) pursuant to Section 5: Compensation and Method of Payment, of this Agreement.
- 4.3.4. CONTRACTOR will at all times be responsible for the acts and errors or omissions of its Subcontractors in the performance of this Agreement. Nothing in this Agreement will constitute any contractual relationship between any Subcontractor and the CITY or any obligation on the part of the CITY to pay, or to be responsible for the payment of, any sums to any Subcontractors.
- 4.3.5. Provisions Bind on Subcontracts. CONTRACTOR shall require compliance by all Subcontractors with the provisions of this Agreement.

5. COMPENSATION AND METHOD OF PAYMENT

5.1. Compensation

The CITY will pay the CONTRACTOR for satisfactory services provided under this Agreement, in accordance with the fee schedule specified in Exhibit B - Summary of Work and Prices, which shall not exceed eight million dollars (\$8,000,000) over one year from the date of attestation. The CONTRACTOR will only invoice for actual work performed.

The CITY'S obligation to make payments under this Agreement will be limited to the current appropriation(s) for that purpose. The CONTRACTOR will not provide any services, goods or equipment, and the CITY will not pay for any services,

goods, or equipment provided in excess of the funds appropriated by the CITY for this Agreement.

5.2. Invoice Procedures

- 5.2.1. CONTRACTOR will submit invoices that detail the services performed and the total amount due to the appropriate Department entity listed below:

Attn: Linda Evans
Los Angeles Department of Transportation
Field Operations Bureau
100 S. Main St, 10th Floor
Los Angeles, CA 90012
Email: linda.evans@lacity.org
Phone: (213) 334-0000

And

Manuel Viramontes
Los Angeles Department of Transportation
Field Operations Bureau, Paint & Sign Division
Email: manuel.viramontes@lacity.org
Phone: (213) 216-6239

- 5.2.2. The CITY will approve invoices for payment only after all services described are delivered to the satisfaction of the CITY, and upon presentation of a proper invoice from CONTRACTOR. The CITY shall review CONTRACTOR'S invoice and notify CONTRACTOR of exemptions or disputed items and their dollar value. The CITY'S payment terms are payment within thirty (30) days. Payment may be made sooner where cash discounts are offered for early payment.
- 5.2.3. To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.
- 5.2.4. CONTRACTOR is required to submit invoices that conform to CITY standards and include, at a minimum, the following information:
- 5.2.4.1. Name and address of CONTRACTOR
 - 5.2.4.2. Name and address of CITY department being billed
 - 5.2.4.3. Date of invoice and the period covered
 - 5.2.4.4. Reference to Contract number

- 5.2.4.5. Description of completed task and amount and amount due for the task
 - 5.2.4.6. Payment terms, total due, and due date
 - 5.2.4.7. Discount and terms (if applicable)
 - 5.2.4.8. Remittance Address (if different from CONTRACTOR'S address)
- 5.2.5. All invoices shall be submitted on CONTRACTOR'S letterhead, contain CONTRACTOR'S official logo, or contain other unique and identifying information such as name and address of CONTRACTOR. Invoices shall be submitted within 30 days of service, or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the CITY manager.
- 5.2.6. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time.
- 5.2.7. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and approve demands before they are drawn on the Treasury.

6. STANDARD PROVISIONS

6.1. Standard Provisions for City Contracts

- 6.1.1. CONTRACTOR acknowledges and agrees to comply with the requirements of the "Standard Provisions for City Contracts" (Rev. 6/24) [v.1]" attached hereto as Exhibit A and incorporated herein by this reference.
- 6.1.2. CONTRACTOR must access insurance information on the Internet through the City Administrative Offer (CAO) Risk Management website. For information, go to: <http://cao.lacity.org/risk/>, or email at cao.insurance.bonds@lacity.org, or call at (213) 978-7475.
- 6.1.3. CONTRACTOR will obtain and keep current a Business Tax Registration Certificate (BTRC) Number and all such certificates required of it and will not allow any such certificate(s) to be revoked or suspended while this

Contract is in effect. For compliance details, contact the Office of Finance, Tax and Permit Customer Service Center at (844) 663-4411 or write to: Finance.CustomerService@lacity.org or refer questions to the:

Office of Finance
Special Desk Unit
200 North Spring Street, Room 101
Los Angeles, CA 90012

7. ENTIRE AGREEMENT

7.1. Complete Agreement

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

7.2. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

7.3. Number of Originals and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. Exhibits A and B listed below are incorporated herein by this reference:

Exhibit A – Standard Provisions for City Contracts (Rev.6/24 [v.1])

Exhibit B – Summary of Work and Prices

7.4. Order of Precedence

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the CITY and the CONTRACTOR. In the event of any inconsistency between the body of this Agreement and the Exhibits, the order of precedence will be as follows:

Exhibit A – Standard Provisions for City Contracts (Rev.6/24) [v.1]

Exhibit B – Summary of Work and Prices

Notwithstanding any other language in this Agreement, this Agreement will be enforced and interpreted under the laws of the State of California.

8. GENERAL PROVISIONS

8.1. Governing Law and Venue

This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each Party hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, California for any lawsuit filed there against it by the Party arising from related to this Agreement.

8.2. Export

Contractor agrees not to export, report, or transfer, directly or indirectly, any City Data, or any products utilizing such data, in violation of United States export laws or regulations. Without limiting the foregoing, Contractor agrees that (a) it is not, and is not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (b) is not, and is not acting on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); and (c) it will not use any City Data for, and will not permit any City Data to be used for, any purpose prohibited by applicable law.

8.3. No Assignment

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

8.4. No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if Contractor uses subcontractors,

Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

8.5. Amendments.

This Agreement may be amended by mutual agreement of the Parties. No amendment or modification to this Agreement or its attachments will be effective unless in writing and signed by an authorized signatory of each Party.

8.6. Severability

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision(s) will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

8.7. No Waiver

Any waiver or failure to enforce any provision of this Agreement or its attachments on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

SIGNATURE PAGE

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

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

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

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

Date: _____
[mm/dd/yyyy]

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Michael Nagle
Deputy City Attorney

Date: _____
[mm/dd/yyyy]

Sterndahl Enterprises

**Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign*

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____
[mm/dd/yyyy]

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Name: _____
Deputy City Clerk

Date: _____
[mm/dd/yyyy]

City Business License Number: [BTRC Number]

Internal Revenue Service Taxpayer Identification Number: [Number]

Said Agreement is Number [Contract Number] of City Contracts

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9

TABLE OF CONTENTS (Continued)

PSC-23	<u>Insurance</u>	9
PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15

Exhibit 1	<u>Insurance Contractual Requirements</u>	16
------------------	--	-----------

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the 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. 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: _____

Exhibit B – Summary of Work and Prices

Pavement Markings / Stripings, including installation and removal. Additional services include: Minimum Call Out; Mobilization; Traffic Control; High Pressure Water Blasting; and Miscellaneous Labor Related to Striping, Marking and Application.

Line Item	Description	Unit of Measure	Unit Price
1	Pavement Striping, broken 4" yellow centerline striping in accordance with CA MUTCD Fig 3A-101 Detail 1, measured on machine mile	Linear Feet	\$ 0.48
2	Pavement Striping, double 4" yellow centerline striping, in accordance with CA MUTCD Fig 3A-104 Detail 21, measured on machine mile	Linear Feet	\$1.44
3	Pavement Striping, double 4" yellow centerline striping with two-way yellow retroreflective markers, in accordance with CA MUTCD Fig 3A-104 Detail 22, measured on machine mile	Linear Feet	\$2.00
4	Pavement Striping, solid/broken 4" yellow two-way left-turn lane striping, in accordance with CA MUTCD Fig 3A-108 Detail 31, measured on machine mile	Linear Feet	\$1.75
5	Pavement Striping, solid 4" yellow median edge line striping, in accordance with CA MUTCD Fig 3A-105 Detail 24, measured on machine mile	Linear Feet	\$0.72
6	Pavement Striping, broken white 4" lane line striping, in accordance with CA MUTCD Fig 3A-102 Detail 8, measured on machine mile	Linear Feet	\$0.56
7	Pavement Striping, broken white 4" lane line striping with one-way clear retroreflective markers, in accordance with CA MUTCD Fig 3A-102 Detail 9, measured on machine mile	Linear Feet	\$0.81
8	Pavement Striping, solid white 4" right edge line striping, in accordance with CA MUTCD Fig 3A-106 Detail 27B, measured on machine mile	Linear Feet	\$0.72
9	Pavement Striping, solid white 6" bike lane line striping, in accordance with CA MUTCD Fig 3A-112 Detail 39, measured on machine mile	Linear Feet	\$1.05
10	Pavement Striping, broken white 6" bike lane intersection line striping, in accordance with CA MUTCD Fig 3A-112 Detail 39A, measured on machine mile	Linear Feet	\$1.05
11	Pavement Striping, solid white 8" channelizing line striping, in accordance with CA MUTCD Fig 3A-112 Detail 38A, measured on machine mile	Linear Feet	\$1.44
12	Pavement Striping, broken white line 8" lane drop marking striping without pavement markers, in accordance with CA MUTCD Fig 3A-111 Detail 37B, measured on machine mile	Linear Feet	\$1.44

13	Pavement Striping, broken white 4" lane line extension through intersections (cat-tracks) striping, in accordance with CA MUTCD Fig 3A-112 Detail 40, measured on machine mile	Linear Feet	\$3.00
14	Pavement Striping, broken yellow 4" lane line extension through intersections (cat-tracks) striping, in accordance with CA MUTCD Fig 3A-112 Detail 41, measured on machine mile	Linear Feet	\$3.00
15	Install two-way yellow retroreflective markers	Each	\$6.00
16	Install one-way clear retroreflective markers	Each	\$6.00
17	Pavement Marking, bike lane, symbol and arrow, in accordance with CA MUTCD Fig 9C-3 A-Bike Symbol	Each	\$432.00
18	Pavement Marking, Bicycle Detector Marking in accordance with CA MUTCD Fig 9C-7	Each	\$250.00
19	Pavement Marking, Bike Shared Lane Marking (Sharrow) in accordance with CA MUTCD Fig 9C-9	Each	\$400.00
20	Pavement Marking, HUMP, word, 8' letters per CA MUTCD	Each	\$300.00
21	Pavement Marking, BUS LANE, words, 8' letters per CA MUTCD	Each	\$325.00
22	Pavement Marking, BUS ONLY, words, 8' letters per CA MUTCD	Each	\$325.00
23	Pavement Marking, DIP, word, 8' letters per CA MUTCD	Each	\$80.00
24	Pavement Marking, END, word, 8' letters per CA MUTCD	Each	\$80.00
25	Pavement Marking, HORSE XING, words, 8' letters per CA MUTCD	Each	\$400.00
26	Pavement Marking, KEEP CLEAR, words, 8' letters per CA MUTCD	Each	\$800.00
27	Pavement Marking, LEFT TURN ONLY, words, 8' letters per CA MUTCD	Each	\$80.00
28	Pavement Marking, NO LEFT TURN, words, 8' letters per CA MUTCD	Each	\$325.00
29	Pavement Marking, NO RIGHT TURN, words, 8' letters per CA MUTCD	Each	\$160.00
30	Pavement Marking, OK, word, 8' letters, per CA MUTCD	Each	\$20.00
31	Pavement Marking, ONLY, word, 8' letters per CA MUTCD	Each	\$160.00
32	Pavement Marking, PED XING, words, 8' letters per CA MUTCD	Each	\$525.00
33	Pavement Marking, PED XINGS, words, 8' letters per CA MUTCD	Each	\$525.00
34	Pavement Marking, RXR (not including bars), symbol, (adv mrk), per CA MUTCD	Each	\$400.00
35	Pavement Marking, RIGHT TURN ONLY, words, 8' letters per CA MUTCD	Each	\$40.00

36	Pavement Marking, SCHOOL XING, words, 8' letters per CA MUTCD	Each	\$800.00
37	Pavement Marking, SIGNAL AHEAD, words, 8' letters per CA MUTCD	Each	\$640.00
38	Pavement Marking, SLOW, word, 8' letters per CA MUTCD	Each	\$240.00
39	Pavement Marking, SLOW CURVE, words, 8' letters per CA MUTCD	Each	\$880.00
40	Pavement Marking, SLOW SCHOOL XING, words, yellow in color, words, 8' letters per CA MUTCD	Each	\$880.00
41	Pavement Marking, STOP, word, 8' letters per CA MUTCD	Each	\$350.00
42	Pavement Marking, STOP AHEAD, words, 8' letters per CA MUTCD	Each	\$600.00
43	Pavement Marking, WAIT HERE, words, 8' letters per CA MUTCD	Each	\$560.00
44	Pavement Marking, Yield Line marking, 24" x 36" CA MUTCD Fig 3B-16	Each	\$100.00
45	Pavement Striping, solid white line @ 12" equivalent	Linear Feet	\$4.25
46	Pavement Striping, solid yellow line @ 12" equivalent	Linear Feet	\$4.25
47	Pavement Marking, 10' arrow, CA MUTCD Fig 3B-24 Type I Thru Arrow	Each	\$175.00
48	Pavement Marking, 8' arrow, CA MUTCD Fig 3B-24 Type IV Left or Right Arrow	Each	\$225.00
49	Pavement Marking, CA MUTCD Fig 3B-24 Type V Arrow	Each	\$500.00
50	Pavement Marking, CA MUTCD Fig 3B-24 Type VI Lane Drop Arrow	Each	\$630.00
51	Pavement Marking, CA MUTCD Fig 3B-24 Type VII Left/Thru or Right/Thru Arrow	Each	\$150.00
52	Pavement Marking, CA MUTCD Fig 3B-24 Type VIII Triple Head Arrow	Each	\$150.00
53	Pavement marking, parking tee per LADOT S-404.1	Each	\$125.00
54	Remove 4" solid single line	Linear Feet	\$1.12
55	Remove 4" broken single line	Linear Feet	\$1.00
56	Remove 6" solid single line	Linear Feet	\$1.68
57	Remove 6" broken single line	Linear Feet	\$1.50
58	Remove double 4" solid line	Linear Feet	\$2.24
59	Remove 8" solid single line	Linear Feet	\$2.24

60	Remove 8" broken single line	Linear Feet	\$2.10
61	Remove 12" solid line	Linear Feet	\$2.50
62	Remove 24" solid line	Linear Feet	\$5.00
63	Remove word message (per letter)	Each	\$50.00
64	Remove, bike lane, symbol and arrow, (CA MUTCD Fig 9C-3 A-Bike Symbol)	Each	\$150.00
65	Remove, Bicycle Detector Marking (CA MUTCD Fig 9C-7)	Each	\$150.00
66	Remove, Bike Shared Lane Marking (Sharrow) (CA MUTCD Fig 9C-9)	Each	\$150.00
67	Remove, 10' arrow, CA MUTCD Fig 3B-24 Type I Thru Arrow	Each	\$75.00
68	Remove, 8' arrow, CA MUTCD Fig 3B-24 Type IV Left or Right Arrow	Each	\$25.00
69	Remove, CA MUTCD Fig 3B-24 Type V Arrow	Each	\$150.00
70	Remove, CA MUTCD Fig 3B-24 Type VI Lane Drop Arrow	Each	\$200.00
71	Remove, CA MUTCD Fig 3B-24 Type VII Left/Thru or Right/Thru Arrow	Each	\$150.00
72	Remove, CA MUTCD Fig 3B-24 Type VIII Triple Head Arrow	Each	\$150.00
73	Remove parking tee	Each	\$150.00
74	Remove Yield Line marking, 24" x 36" CA MUTCD Fig 3B-16	Each	\$150.00
75	Install temp striping - Paint	HUR	\$125.00
76	Install temp striping - Chip Seal/Overlay Markers (not associated with striping removal work)	HUR	\$125.00
77	Fog Seal emulsified asphalt grade SS-1 (cut 50/50)	HUR	\$125.00
78	Minimum Call Out - applies to all jobs if individual charges do not exceed the minimum stated	LO	\$6,000.00
79	Mobilization charge, Mobilization, Equipment, Initial Move, Per Job	Each	\$5,000.00
80	Traffic Control Charge, Per Hour of Actual Hours Worked	HUR	\$450.00
81	Service: High Pressure Water Blasting, Removal/Surface Prep	FTK	\$12.50
82	Miscellaneous Labor Related to Striping, Marking and Application: Ennis Flint CycleGrip, MMAX or various City Approved Products	HUR	\$125..00

83	Street Markings, Bike Lane, Dark Green & additional colors, Endurablend by Pavement Surface Coating Price includes : A finished installed marking on city roads inclusive of all labor, materials including tax and necessary equipment and traffic control during performance of the work.	FTK	\$16.00
----	---	-----	---------