

0150-12553-0000

T R A N S M I T T A L

TO City Council	DATE 03/15/2024	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT Citywide

Proposed First Amendment to the Charter Bus Program contracts.

Transmitted for further processing.
See the City Administrative Officer report attached.



MAYOR

(Carolyn Webb de Macias for)

MWS:ADN:06240045

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

To: The Mayor	Date: 03/04/2024	C.D. No. Citywide	CAO File No.: 0150-12553-0000				
Contracting Department/Bureau: Los Angeles Department of Transportation		Contact: Lindsey Estes (213) 928-9772					
Reference: Department of Transportation request dated December 5, 2023; Referred to the CAO on December 12, 2023.							
Purpose of Contract: To continue services for the Charter Bus Program.							
Type of Contract: () New contract (X) Amendment, Various contract numbers listed below.		Contract Term Dates: February 1, 2019 to July 31, 2025 (12-month extension with an option to extend month-to-month up to six months)					
Contract/Amendment Amount: \$0 Proposed amount \$ 0 + Prior award(s) \$ 850,000 = Total \$ 850,000							
Source of funds: Proposition A Local Transit Assistance Fund							
Name of Contractor: Seven as-needed contractors as follows:							
<ol style="list-style-type: none"> 1. C-132732 American Transportation System 3133 E. South Street, Long Beach, CA 90805 2. C-132733 Fast Deer Bus Charter, Inc. 8105 Slauson Ave, Montebello, CA 90640 3. C-132734 Honee Bee Transportation, Inc. 854 W. 74th Street, Los Angeles, CA 90044 4. C-132736 Screamlane Investment Corp. (dba: TourCoach Charter & Tours) 2130 S. Tubeway Ave, Commerce, CA 90040 5. C-132737 Transit Systems Unlimited, Inc. 8976 Laurel Canyon Road, Sun Valley, CA 91352 6. C-132738 First Student, Inc. 13200 Crossroads Pkwy #450, City of Industry, CA 91746 7. C-132739 Mission School Transportation, Inc. 201 W. Sotello Street, Los Angeles, CA 90012 							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: %				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Mayor and City Council authorize the Los Angeles Department of Transportation (LADOT) General Manager, or designee, to execute a 12-month extension, from February 1, 2024, to January 31, 2025, with an option to extend month-to-month up to six months from February 1, 2025, to July 31, 2025, for a total of 18 months, with each of seven existing Charter Bus Program contractors.

SUMMARY

The City Charter Bus Program is administered by the LADOT has provided on average over 2,600 bus trips per year since 2017-18 to community groups, primarily for seniors, youths and individuals with disabilities. This service has been contracted out to a private charter bus operator since the 1970's to provide safe, reliable and cost-effective service. The trips are typically requested through the Mayor's Office, the Council Offices, the Department of Recreation and Parks and other agencies on a year-round basis. However, the highest demand is during the summer.

<i>Andrew Neri</i>		<i>Ylenda Chavez</i>	
ADN	Analyst	0150-12553-0000	for City Administrative Officer

On September 5, 2018, the LADOT released a Request for Qualifications (RFQ) for the selection of qualified and licensed contractors to provide charter bus services under the City Charter Bus Program on an as-needed basis. Nine proposers submitted Statements of Qualifications (SQQ) by the deadline of October 18, 2018. On February 1, 2019, LADOT executed agreements with eight contractors for provision of the Charter Bus Program, for a term of five years, expiring on January 31, 2024.

The Department is requesting to extend seven contracts. The contractors offer one or multiple bus types such as coach, transit, school buses and wheelchair accessible buses to provide trips to various clientele. Saravia Charter Lines, Inc. is no longer providing service under the program and did not respond to the request to amend its agreement. The following seven firms are recommended for extension:

- American Transportation Systems;
- Fast Deer Bus Charter, Inc.;
- First Student, Inc.;
- Honee Bee Transportation, LLC;
- Mission School Transportation, Inc.;
- Screamline Investment Corp. (dba: TourCoach Charter & Tours); and,
- Transit Systems Unlimited, Inc.

During the course of our review, this Office discovered that each of the contractors had not complied with some City contracting requirements. As a result, LADOT provided technical assistance to each of the contractors in achieving compliance. As of February 23, 2024, all contractors have submitted the required compliance documents.

The LADOT plans to release a new RFQ in late March 2024 for the Charter Bus Program. The LADOT anticipates executing new contracts for Charter Bus Program within 12 to 18 months.

FISCAL IMPACT STATEMENT

Funding for these services has been set aside in the Proposition A Local Transit Assistance Fund 2023-24 Adopted Budget. Funding for subsequent years of the agreement is subject to Mayor and Council approval, the availability of funds, and will be appropriated through the City annual budget development process. The compensation for each contractor is unknown as the need for trips are determined on an as-needed basis. The City financial obligation is limited to the extent of appropriations approved by the Council and Mayor. The total amount of all funds to be expended shall not exceed \$890,000. The recommendation in this report complies with the City Financial Policies in that budgeted funds are available for this purpose. There is no impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The action recommended in this report complies with the City Financial Policies in that the City financial obligation is limited to current appropriations.

CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: December 5, 2023

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

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

Subject: **FIRST AMENDMENT TO THE CHARTER BUS PROGRAM CONTRACTS FOR THE OPERATION OF THE CITY'S CHARTER BUS PROGRAM**

SUMMARY

The City of Los Angeles Department of Transportation (LADOT) requests authorization to execute seven contract amendments to the City's Charter Bus Program contracts for the continued operation of the City's Charter Bus Program.

RECOMMENDATIONS

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

1. AUTHORIZE the LADOT General Manager to execute the First Amendment to the following seven Charter Bus Program contracts:
 - C-132732 American Transportation Systems
 - C-132733 Fast Deer Bus Charter, Inc.
 - C-132734 Honee Bee Transportation, LLC
 - C-132736 Screamline Investment Corporation DBA TourCoach Charter and Tours
 - C-132737 Transit Systems Unlimited Inc.
 - C-132738 First Student, Inc.
 - C-132739 Mission School Transportation, Inc.
2. APPROVE the extension of the term of the Agreement for 12 months from February 1, 2024, to January 31, 2025, with an option to extend on a month-to-month up to six months from February 1, 2025, to July 31, 2025, for a total of 18 months.
3. APPROVE the adjustment of the compensation rate with new rates for Year 6 and the month-to-month period.
4. APPROVE the update of the Standard Provisions for Contracts (Rev. 9/22) [v.1], addition of contracting language as required by ordinance of all City contracts, and incorporation of Attachments.

BACKGROUND

Since 1979, the LADOT Charter Bus Program contracted with private charter bus operators to provide charter bus service to seniors, youth, and people with disabilities. The Charter Bus Program consists of service on coach buses (senior groups), transit buses/school buses (youth), and coach/school buses able to accommodate wheelchair users. The program provides charter bus services to groups requesting trips through the Mayor's Office, Council Offices, the Department of Recreation and Parks, and other agencies, to recreational, educational, and cultural activities.

On September 5, 2018, LADOT released a Request for Qualifications (RFQ) from qualified and licensed proposers to provide charter bus services under the City's Charter Bus Program on an as-needed basis. On February 1, 2019, LADOT executed agreements with eight contractors for provision of the Charter Bus Program, for a term of five years, expiring January 31, 2024.

DISCUSSION

LADOT is working towards releasing the new RFQ for its Charter Bus Program in the fourth quarter of 2023 and anticipates executing new contracts in Summer 2024.

LADOT requests authorization of the First Amendment to the Charter Bus Program contracts to extend the term of seven agreements for one year through January 31, 2025, with an option to extend on a month-to-month basis up to six months, for a total of six years and six months, through July 31, 2025. The extension will ensure that current services are not interrupted during the additional time required for the City to complete the proposal evaluation process and award a new contract.

The recommended contract extensions allow sufficient time for LADOT to issue a new RFQ to solicit consultants to establish a new pre-qualified list for Charter Bus Program to replace the current list. These amendments serve as a stop-gap measure to ensure LADOT's uninterrupted ability to operate the Charter Bus Program. Contractor Saravia Charter Lines, Inc. is no longer providing service under the program and did not respond to the request to amend its agreement.

FISCAL IMPACT

There is no impact on the General Fund. The on-call Charter Bus agreements do not have a not-to-exceed amount, as services are provided on an as-needed basis and are subject to funding availability. Funding for these agreements has been included in the 2023-24 Adopted Budget within the Proposition A Local Transit Assistance Fund, Fund Number 385, Account 94Y226 - Senior/Youth Transportation Charter Bus Program.

Attachments: Amendments to Agreements for operational services of the City's Charter Bus Program

FIRST AMENDMENT
TO
AGREEMENT C-132732
BETWEEN
THE
CITY OF LOS ANGELES
AND
AMERICAN TRANSPORTATION SYSTEMS
FOR THE OPERATION OF
CHARTER BUS PROGRAM

FIRST AMENDMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
AMERICAN TRANSPORTATION SYSTEMS

THIS FIRST AMENDMENT to Agreement C-132732 is made and entered into by and between the City of Los Angeles, (hereinafter referred to as the “CITY”), a municipal corporation, acting by and through the Los Angeles Department of Transportation (hereinafter referred to as the “LADOT”), and American Transportation Systems, A California Corporation, (hereinafter referred to as the “CONTRACTOR”), collectively referred to as “Parties” and individually as “Party,” is entered into with reference to the following.

WHEREAS, the CITY desires to continue obtaining services to provide bus service recreational, employment/training, and educational trips known herein as the Charter Bus Program; and

WHEREAS, the CITY performed the City of Los Angeles Charter §1022 review and outreach and determined the work could be performed more economically and feasibly by interdependent contractors than by City employees, and

WHEREAS, on September 5, 2018, the CITY issued a Request for Qualifications (RFQ), which is on file in LADOT and is incorporated herein by reference, in accordance with City Charter §372 seeking qualified firms to provide charter bus services; and

WHEREAS, on October 18, 2018, the CONTRACTOR submitted a proposal (herein referred to as “Proposal”) in response to the RFQ and is incorporated herein by this reference; and

WHEREAS, LADOT has determined that the CONTRACTOR has the management and technical expertise and other assets necessary for the operations of the Charter Bus Program; and

WHEREAS, on February 1, 2019, the Parties entered into Agreement C-132732, wherein the CONTRACTOR agreed to provide on-call charter bus services requested in the time and manner set forth in the RFQ and Proposal (C.F. 19-0060) for a term from February 1, 2019, through January 31, 2024; and

WHEREAS, LADOT is in the process of preparing a new Request for Qualifications (RFQ), but requires continuation of the current Agreement C-132732 until the new contract can be awarded; and

WHEREAS, LADOT desires in this First Amendment to Agreement C-132733 to: a) extend the term of the agreement for one (1) year from February 1, 2024 to January 31, 2025, with an option to extend on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, for a total of eighteen (18) months; b) adjust the compensation with new rates for Year 6 and the month-to-month period (Attachment I - Cost Proposal); c) update the Standard Provisions for City Contracts (Rev. 9/22) [v.1]; d) add contracting language as required by ordinance of all City contracts; and e) incorporate Attachments and Exhibits; and

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the Parties hereto agree as follows:

1. **Section I. INTRODUCTIONS AND CONDITIONS PRECEDENT**, Subsection B.1.a, Representative of the Parties and Services of Notices, is hereby amended in its entirety to read as follows:

- a. The representative of the CITY shall be, unless otherwise stated in the Agreement:

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

With copies to:

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

2. **Section II. TERMS OF CONTRACT**, Subsection A.1, Contract Period, is hereby amended in its entirety, and Subsection A.4, Termination During the Month-to Month Extension is hereby added immediately after A.3 to read as follows:

1. This Agreement shall be in effect for six (6) years from February 1, 2019, through January 31, 2025. Thereafter, the CITY has the right to extend the Agreement on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, provided that the CITY provides a written notice to the CONTRACTOR of the CITY's intent to exercise the month-to-month extension no less than sixty (60) days prior to February 1, 2025.
4. Termination During the Month-to-Month Extension. If the CITY exercises its right to extend this Agreement on a month-to-month basis up to six (6) months, beyond January 31, 2025, provided the CITY provides the CONTRACTOR with a written notice of its intent to terminate this Agreement no less than sixty (60) days prior to the actual termination date of July 31, 2025.

3. **SECTION IV. COMPENSATION, INVOICING, AND REPORTING**, is hereby amended to add new Subsections A.2 and A.3 immediately after Subsection A.1 , Compensation, to read as follows:

2. The CONTRACTOR's rate(s) (hourly, monthly, etc.) will include all administrative cost, labor, supervision, material, fuel cost, transportation, taxes, equipment, and supplies.
3. Chargeable Service to City is as follows:

Regular trips are from the initial point of pickup to the destination and back to the point of return. Split trips are from the destination drop-off until the scheduled destination pickup for return back to the point of origin, or another specified location. There will be

a break in service at no charge to the City.

The Contractor must submit the invoice for payment to the LADOT Charter Bus Coordinator. Subject to acceptance and approval by LADOT Charter Bus Coordinator, payment will be made within thirty (30) calendar days.

4. **SECTION VI. STANDARD CONTRACT PROVISIONS**, Subsection A, is hereby amended in its entirety to read as follows:

By entering into this Agreement with the CITY, the CONTRACTOR agrees to abide by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], which is attached hereto and incorporated herein as Appendix B.

5. Appendix B, Standard Provisions for City Contracts, referenced in **SECTION VI, STANDARD CONTRACT PROVISIONS** of this Agreement, is hereby replaced in its entirety by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto and incorporated herein as Appendix B.
6. Effective the date of attestation by the City Clerk of this First Amendment, all references to Standard Provision throughout the Agreement are hereby deleted and replaced with Standard Provision for City Contracts (Rev. 9/22) [v.1].
7. This Agreement is hereby amended by adding a new **SECTION VIII. CITY COMPLIANCE REQUIREMENTS**, Subsection A, Disclosure of Border Wall Contracting Ordinance, Subsection B, Municipal Lobbying Ordinance, Subsection C, Fair Chance Initiative for Hiring Ordinance, D. Consultant Evaluation Ordinance, and E. COVID-19 Vaccination Ordinance, immediately following SECTION VII, MISCELLANEOUS, to read as follows:

A. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The CITY may terminate this Agreement at any time if CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1. The CONTRACTOR shall complete and upload a Disclosure Ordinance Affidavit on www.rampla.org.

B. MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Consultant qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contracts, and debarment.

C. FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE

The CONTRACTOR shall be subject to the Fair Chance Initiative for Hiring Ordinance (CONTRACTOR'S Fair Chance Initiative for Hiring Ordinance Use of Criminal History for Consideration of Employment Applications Ordinance). The Ordinance provides, among other things, that contractors and/or subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Fair Chance Initiative for Hiring Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

The CONTRACTOR seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

D. CONSULTANT EVALUATION ORDINANCE

At the end of this Agreement, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the contract. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

E. COVID-19 VACCINATION ORDINANCE

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

Prior to assigning CONTRACTOR Personnel to perform In-Person Services, the CONTRACTOR shall obtain proof that such CONTRACTOR Personnel have been fully vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this Agreement.

The CONTRACTOR shall grant medical or religious exemptions (“Exemptions”) to CONTRACTOR Personnel as required by law. If the CONTRACTOR wishes to assign CONTRACTOR Personnel with Exemptions to perform In-Person Services, the CONTRACTOR shall require such CONTRACTOR Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by the CONTRACTOR. If CONTRACTOR Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

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

8. This Agreement is hereby amended by adding a new **SECTION IX. GENERAL PROVISIONS** immediately following SECTION VIII. MISCELLANEOUS to read as follows:

- A. **Governing Law and Venue.** This Agreement and any action related thereto shall 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 other Party arising from or related to this Agreement.
- B. **Export.** The 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, the 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 shall not use any CITY Data for, and shall not permit any CITY Data to be used for, any purpose prohibited by applicable law.
- C. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall remain enforceable and the invalid or unenforceable provision(s) shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- D. **No Assignment.** Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written

consent of the other Party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing shall be null and void.

- E. No Third-Party Beneficiaries. Nothing herein is intended to create a third-party beneficiary in any subcontractor. The CITY has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the CONTRACTOR uses subcontractors, the CONTRACTOR remains responsible for complete and satisfactory performance of the terms of this Agreement.
- F. Amendments. This Agreement may be amended by mutual agreement of the PARTIES. No amendment or modification to this Agreement or its Attachments shall be effective unless in writing and signed by an authorized signatory of each Party.
- G. No Waiver. Any waiver or failure to enforce any provision of this Agreement or its Attachments on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.
- H. Counterparts and Electronic Signatures. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one (1) 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 email shall be deemed original signatures.
- I. Entire Agreement. This Agreement and any exhibits, attachments, or documents incorporated herein by inclusion or by reference, constitutes the final, complete, and entire Agreement between the CITY and the CONTRACTOR, and supersedes and merges all prior discussions between the Parties. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, shall be effective unless in writing and signed by an authorized signatory of each Party pursuant to Section F - Amendments.
- J. Order of Precedence. Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and Schedule, the bodies of this Agreement shall be given priority in order of precedence as follows:
 - 1. This Agreement between the City of Los Angeles and American Transportation Systems and its Amendments
 - 2. Appendix B - Standard Provisions for City Contracts (Rev. 9/22) [v/1]
 - 3. Appendix C- As-Needed Charter Bus Transportation Service Program Request for Qualifications
 - 4. Appendix E - Proposal
 - 5. Attachment I - Cost Proposal

9. Effective the date of attestation by the City Clerk of this First Amendment, all references to "RFQ," "Addenda," and "Proposal" are replaced with the following:

Appendix A - Mandatory City Contract Requirements (revised 7/18)
Appendix C - As-Needed Charter Bus Transportation Service Program Request for
Qualifications
Appendix D - Addenda
Appendix E - Proposal

These Appendices are attached hereto and incorporated herein. To the extent the above referenced appendices were not attached to the original Agreement, the Parties both agree Appendices A, C, D, and E were intended to be attached and incorporated into the original Agreement. For the avoidance of doubt, the Parties agree they were bound by the terms and conditions set forth in this Agreement, including Appendices A, C, D, and E, as of the Effective Date of this Agreement. To the extent work was performed in accordance with the terms and conditions of this Amendment, including Appendices A, C, D, and E those services are hereby ratified.

10. Attachment I is hereby replaced in its entirety by Attachment I – Cost Proposal, attached hereto and incorporated herein.
11. Except herein amended, all other terms and conditions of this Agreement shall remain in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[SIGNATURE PAGE FOLLOWS]**

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

THE CITY OF LOS ANGELES

AMERICAN TRANSPORTATION SYSTEMS

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

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By**: _____

—
By: _____
Michael Nagle
Deputy City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

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

By: _____

Date: _____

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

If Contractor is a Limited Liability Company: Unless otherwise provided, the signature of two authorized managers is required. Cal. Corp. Code Sections 313 & 17703.01

City Agreement Number: C-132732-1
Council File Number: 19-0060

ATTACHMENT I

COST PROPOSAL

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
50	\$ 436	\$ 447	\$ 458	\$ 470	\$ 481
56	\$ 476	\$ 488	\$ 500	\$ 513	\$ 525
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
50	\$ 79	\$ 81	\$ 83	\$ 85	\$ 87
56	\$ 79	\$ 81	\$ 83	\$ 85	\$ 87
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ 5.50/mi	\$ 5.65	\$ 5.75	\$ 5.90	\$ 6.05
Deadhead Miles	\$ 5.50/mi	\$ 5.65	\$ 5.75	\$ 5.90	\$ 6.05

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	15
Lift-equipped	3
Public Address System	15
VCR/TV	15

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
56A/84C	\$ 356	\$ 365	\$ 374	\$ 383	\$ 393
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
56A/84C	\$ 69	\$ 71	\$ 73	\$ 75	\$ 77
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ 4.50/mi	\$ 4.60	\$ 4.70	\$ 4.80	\$ 4.90
Deadhead Miles	\$ 4.50/mi	\$ 4.60	\$ 4.70	\$ 4.80	\$ 4.90

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	Ø
Lift-equipped	Ø
Public Address System	20
VCR/TV	Ø

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: WHEELCHAIR ACCESSIBLE BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
50 Coach	\$ 476	\$ 488	\$ 500	\$ 513	\$ 525
54 Coach	\$ 476	\$ 488	\$ 500	\$ 513	\$ 525
55 Coach	\$ 476	\$ 488	\$ 500	\$ 513	\$ 525
40 Transit	\$ 356	\$ 365	\$ 374	\$ 383	\$ 393
39 Transit	\$ 356	\$ 365	\$ 374	\$ 383	\$ 393

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
50 Coach	\$ 79	\$ 81	\$ 83	\$ 85	\$ 87
54 Coach	\$ 79	\$ 81	\$ 83	\$ 85	\$ 87
55 Coach	\$ 79	\$ 81	\$ 83	\$ 85	\$ 87
40 Transit	\$ 69	\$ 71	\$ 73	\$ 75	\$ 77
39 Transit	\$ 69	\$ 71	\$ 73	\$ 75	\$ 77

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ 5.50/mi	\$ 5.65	\$ 5.75	\$ 5.90	\$ 6.05
Deadhead Miles	\$ 5.30/mi	\$ 5.65	\$ 5.75	\$ 5.90	\$ 6.05

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	5
Lift-equipped	5
Public Address System	5
VCR/TV	3

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: TRANSIT VEHICLES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
39	\$ 356	\$ 365	\$ 374	\$ 383	\$ 393
40	\$ 356	\$ 365	\$ 374	\$ 383	\$ 393
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
39	\$ 69	\$ 71	\$ 73	\$ 75	\$ 77
40	\$ 69	\$ 71	\$ 73	\$ 75	\$ 77
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (if applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ 4.50/mi	\$ 4.60	\$ 4.70	\$ 4.80	\$ 4.90
Deadhead Miles	\$ 4.50/mi	\$ 4.60	\$ 4.70	\$ 4.80	\$ 4.90

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	3
Lift-equipped	3
Public Address System	3
VCR/TV	0

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
18 adults/24 children	\$ 595.00	\$ 624.75
56 adults/84 children	\$ 695.00	\$ 729.75
	\$	\$
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
18 adults/24 children	\$ 65.00	\$ 68.25
56 adults/84 children	\$ 85.00	\$ 89.25
	\$	\$
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$ N/A	\$ N/A
Deadhead Miles	\$ N/A	\$ N/A

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	2 full, all minis
Lift-equipped	see wheelchair pricing
Public Address System	0
VCR/TV	0

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
25	\$ 745	\$ 782.25
50-56	\$ 945	\$ 992.25
	\$	\$
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
25	\$ 95	\$ 99.75
50-56	\$ 135	\$ 141.75
	\$	\$
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$ N/A	\$ N/A
Deadhead Miles	\$ N/A	\$ N/A

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	All
Lift-equipped	see wheelchair pricing
Public Address System	All
VCR/TV	All Full Sized

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: WHEELCHAIR ACCESSIBLE BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
50/56 (coach bus)	\$ 995.00	\$ 1,044.75
18 adult/24 children (mini school bus)	\$ 645.00	\$ 677.25
	\$	\$
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
50/56 (coach bus)	\$ 145.00	\$ 152.25
18 adult/24 children (mini school bus)	\$ 75.00	\$ 78.75
	\$	\$
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$ N/A	\$ N/A
Deadhead Miles	\$ N/A	\$ N/A

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	All
Lift-equipped	All
Public Address System	only coach buses
VCR/TV	only coach buses

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

FIRST AMENDMENT
TO
AGREEMENT C-132733
BETWEEN
THE
CITY OF LOS ANGELES
AND
FAST DEER BUS CHARTER, INC.
FOR THE OPERATION OF
CHARTER BUS PROGRAM

FIRST AMENDMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
FAST DEER BUS CHARTER, INC.

THIS FIRST AMENDMENT to Agreement C-132733 is made and entered into by and between the City of Los Angeles, (hereinafter referred to as the “CITY”), a municipal corporation, acting by and through the Los Angeles Department of Transportation (hereinafter referred to as the “LADOT”), and Fast Deer Bus Charter, Inc., (hereinafter referred to as the “CONTRACTOR”), collectively referred to as “Parties” and individually as “Party,” is entered into with reference to the following.

WHEREAS, the CITY desires to continue obtaining services to provide bus service recreational, employment/training, and educational trips known herein as the Charter Bus Program; and

WHEREAS, the CITY performed the City of Los Angeles Charter §1022 review and outreach and determined the work could be performed more economically and feasibly by interdependent contractors than by City employees, and

WHEREAS, on September 5, 2018, the CITY issued a Request for Qualifications (RFQ), which is on file in LADOT and is incorporated herein by reference, in accordance with City Charter §372 seeking qualified firms to provide charter bus services; and

WHEREAS, on October 18, 2018, the CONTRACTOR submitted a proposal (herein referred to as “Proposal”) in response to the RFQ and is incorporated herein by this reference; and

WHEREAS, LADOT has determined that the CONTRACTOR has the management and technical expertise and other assets necessary for the operations of the Charter Bus Program; and

WHEREAS, on February 1, 2019, the Parties entered into Agreement C-132733, wherein the CONTRACTOR agreed to provide on-call charter bus services requested in the time and manner set forth in the RFQ and Proposal (C.F. 19-0060) for a term from February 1, 2019, through January 31, 2024; and

WHEREAS, LADOT is in the process of preparing a new Request for Qualifications (RFQ), but requires continuation of the current Agreement C-132733 until the new contract can be awarded; and

WHEREAS, LADOT desires in this First Amendment to Agreement C-132733 to: a) extend the term of the agreement for one (1) year from February 1, 2024 to January 31, 2025, with an option to extend on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, for a total of eighteen (18) months; b) adjust the compensation with new rates for Year 6 and the month-to-month period (Attachment I - Cost Proposal); c) update the Standard Provisions for City Contracts (Rev. 9/22) [v.1]; d) add contracting language as required by ordinance of all City contracts; and e) incorporate Attachments and Exhibits; and

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the Parties hereto agree as follows:

1. **Section I. INTRODUCTIONS AND CONDITIONS PRECEDENT**, Subsection B.1.a, Representative of the Parties and Services of Notices, is hereby amended in its entirety to read as follows:

a. The representative of the CITY shall be, unless otherwise stated in the Agreement:

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

With copies to:

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

2. **Section II. TERMS OF CONTRACT**, Subsection A.1, Contract Period, is hereby amended in its entirety, and Subsection A.4, Termination During the Month-to Month Extension is hereby added immediately after A.3 to read as follows:

1. This Agreement shall be in effect for six (6) years from February 1, 2019, through January 31, 2025. Thereafter, the CITY has the right to extend the Agreement on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, provided that the CITY provides a written notice to the CONTRACTOR of the CITY's intent to exercise the month-to-month extension no less than sixty (60) days prior to February 1, 2025.

4. Termination During the Month-to-Month Extension. If the CITY exercises its right to extend this Agreement on a month-to-month basis up to six (6) months, beyond January 31, 2025, provided the CITY provides the CONTRACTOR with a written notice of its intent to terminate this Agreement no less than sixty (60) days prior to the actual termination date of July 31, 2025.

3. **SECTION IV. COMPENSATION, INVOICING, AND REPORTING**, is hereby amended to add new Subsections A.2 and A.3 immediately after Subsection A.1 , Compensation, to read as follows:

2. The CONTRACTOR's rate(s) (hourly, monthly, etc.) will include all administrative cost, labor, supervision, material, fuel cost, transportation, taxes, equipment, and supplies.

3. Chargeable Service to City is as follows:

Regular trips are from the initial point of pickup to the destination and back to the point of return. Split trips are from the destination drop-off until the scheduled destination

pickup for return back to the point of origin, or another specified location. There will be a break in service at no charge to the City.

The Contractor must submit the invoice for payment to the LADOT Charter Bus Coordinator. Subject to acceptance and approval by LADOT Charter Bus Coordinator, payment will be made within thirty (30) calendar days.

4. **SECTION VI. STANDARD CONTRACT PROVISIONS**, Subsection A, is hereby amended in its entirety to read as follows:

By entering into this Agreement with the CITY, the CONTRACTOR agrees to abide by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], which is attached hereto and incorporated herein as Appendix B.

5. Appendix B, Standard Provisions for City Contracts, referenced in **SECTION VI, STANDARD CONTRACT PROVISIONS** of this Agreement, is hereby replaced in its entirety by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto and incorporated herein as Appendix B.
6. Effective the date of attestation by the City Clerk of this First Amendment, all references to Standard Provision throughout the Agreement are hereby deleted and replaced with Standard Provision for City Contracts (Rev. 9/22) [v.1].
7. This Agreement is hereby amended by adding a new **SECTION VIII. CITY COMPLIANCE REQUIREMENTS**, Subsection A, Disclosure of Border Wall Contracting Ordinance, Subsection B, Municipal Lobbying Ordinance, Subsection C, Fair Chance Initiative for Hiring Ordinance, D. Consultant Evaluation Ordinance, and E. COVID-19 Vaccination Ordinance, immediately following SECTION VII, MISCELLANEOUS, to read as follows:

A. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The CITY may terminate this Agreement at any time if CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1. The CONTRACTOR shall complete and upload a Disclosure Ordinance Affidavit on www.rampla.org.

B. MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Consultant qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying

entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contracts, and debarment.

C. FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE

The CONTRACTOR shall be subject to the Fair Chance Initiative for Hiring Ordinance (CONTRACTOR'S Fair Chance Initiative for Hiring Ordinance Use of Criminal History for Consideration of Employment Applications Ordinance). The Ordinance provides, among other things, that contractors and/or subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Fair Chance Initiative for Hiring Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

The CONTRACTOR seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

D. CONSULTANT EVALUATION ORDINANCE

At the end of this Agreement, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the contract. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

E. COVID-19 VACCINATION ORDINANCE

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

Prior to assigning CONTRACTOR Personnel to perform In-Person Services, the CONTRACTOR shall obtain proof that such CONTRACTOR Personnel have been fully vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this Agreement.

The CONTRACTOR shall grant medical or religious exemptions (“Exemptions”) to CONTRACTOR Personnel as required by law. If the CONTRACTOR wishes to assign CONTRACTOR Personnel with Exemptions to perform In-Person Services, the CONTRACTOR shall require such CONTRACTOR Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by the CONTRACTOR. If CONTRACTOR Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

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

8. This Agreement is hereby amended by adding a new **SECTION IX. GENERAL PROVISIONS** immediately following SECTION VIII. MISCELLANEOUS to read as follows:

- A. **Governing Law and Venue.** This Agreement and any action related thereto shall 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 other Party arising from or related to this Agreement.
- B. **Export.** The 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, the 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 shall not use any CITY Data for, and shall not permit any CITY Data to be used for, any purpose prohibited by applicable law.
- C. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall remain enforceable and the

invalid or unenforceable provision(s) shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

- D. No Assignment. Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing shall be null and void.
- E. No Third-Party Beneficiaries. Nothing herein is intended to create a third-party beneficiary in any subcontractor. The CITY has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the CONTRACTOR uses subcontractors, the CONTRACTOR remains responsible for complete and satisfactory performance of the terms of this Agreement.
- F. Amendments. This Agreement may be amended by mutual agreement of the PARTIES. No amendment or modification to this Agreement or its Attachments shall be effective unless in writing and signed by an authorized signatory of each Party.
- G. No Waiver. Any waiver or failure to enforce any provision of this Agreement or its Attachments on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.
- H. Counterparts and Electronic Signatures. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one (1) 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 email shall be deemed original signatures.
- I. Entire Agreement. This Agreement and any exhibits, attachments, or documents incorporated herein by inclusion or by reference, constitutes the final, complete, and entire Agreement between the CITY and the CONTRACTOR, and supersedes and merges all prior discussions between the Parties. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, shall be effective unless in writing and signed by an authorized signatory of each Party pursuant to Section F - Amendments.
- J. Order of Precedence. Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and Schedule, the bodies of this Agreement shall be given priority in order of precedence as follows:
 - 1. This Agreement between the City of Los Angeles and Fast Deer Bus Charter, Inc. and its Amendments
 - 2. Appendix B - Standard Provisions for City Contracts (Rev. 9/22) [v/1]
 - 3. Appendix C- As-Needed Charter Bus Transportation Service Program Request for Qualifications

4. Appendix E - Proposal
 5. Attachment I - Cost Proposal
9. Effective the date of attestation by the City Clerk of this First Amendment, all references to “RFQ,” “Addenda,” and “Proposal” are replaced with the following:

Appendix A - Mandatory City Contract Requirements (revised 7/18)
Appendix C - As-Needed Charter Bus Transportation Service Program Request for Qualifications
Appendix D - Addenda
Appendix E - Proposal

These Appendices are attached hereto and incorporated herein. To the extent the above referenced appendices were not attached to the original Agreement, the Parties both agree Appendices A, C, D, and E were intended to be attached and incorporated into the original Agreement. For the avoidance of doubt, the Parties agree they were bound by the terms and conditions set forth in this Agreement, including Appendices A, C, D, and E, as of the Effective Date of this Agreement. To the extent work was performed in accordance with the terms and conditions of this Amendment, including Appendices A, C, D, and E those services are hereby ratified.

10. Attachment I is hereby replaced in its entirety by Attachment I – Cost Proposal, attached hereto and incorporated herein.
11. Except herein amended, all other terms and conditions of this Agreement shall remain in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[SIGNATURE PAGE FOLLOWS]**

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

THE CITY OF LOS ANGELES

FAST DEER BUS CHARTER, INC.

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

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By**: _____

—
By: _____
Michael Nagle
Deputy City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

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

By: _____

Date: _____

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

If Contractor is a Limited Liability Company: Unless otherwise provided, the signature of two authorized managers is required. Cal. Corp. Code Sections 313 & 17703.01

City Agreement Number: C-132733-1
Council File Number: 19-0060

ATTACHMENT I

COST PROPOSAL

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
24	\$ 345	\$ 355	\$ 366	\$ 377	\$ 390
40	\$ 375	\$ 388	\$ 402	\$ 415	\$ 430
47	\$ 405	\$ 420	\$ 435	\$ 450	\$ 465
56	\$ 425	\$ 440	\$ 455	\$ 470	\$ 485
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
24	\$ 105	\$ 110	\$ 115	\$ 120	\$ 125
40	\$ 115	\$ 120	\$ 125	\$ 130	\$ 135
47	\$ 125	\$ 130	\$ 135	\$ 145	\$ 155
56	\$ 135	\$ 140	\$ 145	\$ 150	\$ 160
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ N/A				
Deadhead Miles	\$ N/A				

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	25
Lift-equipped	2
Public Address System	25
VCR/TV	25

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
NO	\$	\$	\$	\$	\$
BID	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
NO	\$	\$	\$	\$	\$
BID	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ —	\$ —	\$ —	\$ —	\$ —
Deadhead Miles	\$ —	\$ —	\$ —	\$ —	\$ —

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	—
Lift-equipped	—
Public Address System	—
VCR/TV	—

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: WHEELCHAIR ACCESSIBLE BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
56	\$ 425	\$ 440	\$ 455	\$ 470	\$ 485.
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
56	\$ 135	\$ 140	\$ 145	\$ 150	\$ 160
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Deadhead Miles	\$ N/A.	\$ N/A	\$ N/A	\$ N/A	\$ N/A.

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	25
Lift-equipped	2
Public Address System	25
VCR/TV	25

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: TRANSIT VEHICLES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
NO BID	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
NO BID	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ —	\$ —	\$ —	\$ —	\$ —
Deadhead Miles	\$ —	\$ —	\$ —	\$ —	\$ —

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	—
Lift-equipped	—
Public Address System	—
VCR/TV	—

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
24	\$ 540.00	\$ 585.00
27	\$ 555.00	\$ 600.00
40	\$ 570.00	\$ 615.00
50	\$ 585.00	\$ 630.00
56	\$ 600.00	\$ 645.00

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
24	\$ 180.00	\$ 195.00
27	\$ 185.00	\$ 200.00
40	\$ 190.00	\$ 205.00
50	\$ 195.00	\$ 210.00
56	\$ 200.00	\$ 215.00

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$ N/A	\$ N/A
Deadhead Miles	\$ N/A	\$ N/A

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	22
Lift-equipped	4
Public Address System	22
VCR/TV	22

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

None

TYPE OF SERVICE: WHEELCHAIR ACCESSIBLE BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
56	\$ 600.00	\$ 645.00
	\$	\$
	\$	\$
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
56	\$ 200.00	\$ 215.00
	\$	\$
	\$	\$
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$ N/A	\$ N/A
Deadhead Miles	\$ N/A	\$ N/A

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	22
Lift-equipped	4
Public Address System	22
VCR/TV	22

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

None

FIRST AMENDMENT
TO
AGREEMENT C-132738
BETWEEN
THE
CITY OF LOS ANGELES
AND
FIRST STUDENT, INC.
FOR THE OPERATION OF
CHARTER BUS PROGRAM

FIRST AMENDMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
FIRST STUDENT, INC.

THIS FIRST AMENDMENT to Agreement C-132738 is made and entered into by and between the City of Los Angeles, (hereinafter referred to as the “CITY”), a municipal corporation, acting by and through the Los Angeles Department of Transportation (hereinafter referred to as the “LADOT”), and First Student, Inc., (hereinafter referred to as the “CONTRACTOR”), collectively referred to as “Parties” and individually as “Party,” is entered into with reference to the following.

WHEREAS, the CITY desires to continue obtaining services to provide bus service recreational, employment/training, and educational trips known herein as the Charter Bus Program; and

WHEREAS, the CITY performed the City of Los Angeles Charter §1022 review and outreach and determined the work could be performed more economically and feasibly by interdependent contractors than by City employees, and

WHEREAS, on September 5, 2018, the CITY issued a Request for Qualifications (RFQ), which is on file in LADOT and is incorporated herein by reference, in accordance with City Charter §372 seeking qualified firms to provide charter bus services; and

WHEREAS, on October 18, 2018, the CONTRACTOR submitted a proposal (herein referred to as “Proposal”) in response to the RFQ and is incorporated herein by this reference; and

WHEREAS, LADOT has determined that the CONTRACTOR has the management and technical expertise and other assets necessary for the operations of the Charter Bus Program; and

WHEREAS, on February 1, 2019, the Parties entered into Agreement C-132738, wherein the CONTRACTOR agreed to provide on-call charter bus services requested in the time and manner set forth in the RFQ and Proposal (C.F. 19-0060) for a term from February 1, 2019, through January 31, 2024; and

WHEREAS, LADOT is in the process of preparing a new Request for Qualifications (RFQ), but requires continuation of the current Agreement C-132738 until the new contract can be awarded; and

WHEREAS, LADOT desires in this First Amendment to Agreement C-132733 to: a) extend the term of the agreement for one (1) year from February 1, 2024 to January 31, 2025, with an option to extend on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, for a total of eighteen (18) months; b) adjust the compensation with new rates for Year 6 and the month-to-month period (Attachment I - Cost Proposal); c) update the Standard Provisions for City Contracts (Rev. 9/22) [v.1]; d) add contracting language as required by ordinance of all City contracts; and e) incorporate Attachments and Exhibits; and

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the Parties hereto agree as follows:

1. **Section I. INTRODUCTIONS AND CONDITIONS PRECEDENT**, Subsection B.1.a, Representative of the Parties and Services of Notices, is hereby amended in its entirety to read as follows:

- a. The representative of the CITY shall be, unless otherwise stated in the Agreement:

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

With copies to:

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

2. **Section II. TERMS OF CONTRACT**, Subsection A.1, Contract Period, is hereby amended in its entirety, and Subsection A.4, Termination During the Month-to Month Extension is hereby added immediately after A.3 to read as follows:

1. This Agreement shall be in effect for six (6) years from February 1, 2019, through January 31, 2025. Thereafter, the CITY has the right to extend the Agreement on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, provided that the CITY provides a written notice to the CONTRACTOR of the CITY's intent to exercise the month-to-month extension no less than sixty (60) days prior to February 1, 2025.
4. Termination During the Month-to-Month Extension. If the CITY exercises its right to extend this Agreement on a month-to-month basis up to six (6) months, beyond January 31, 2025, provided the CITY provides the CONTRACTOR with a written notice of its intent to terminate this Agreement no less than sixty (60) days prior to the actual termination date of July 31, 2025.

3. **SECTION IV. COMPENSATION, INVOICING, AND REPORTING**, is hereby amended to add new Subsections A.2 and A.3 immediately after Subsection A.1 , Compensation, to read as follows:

2. The CONTRACTOR's rate(s) (hourly, monthly, etc.) will include all administrative cost, labor, supervision, material, fuel cost, transportation, taxes, equipment, and supplies.
3. Chargeable Service to City is as follows:

Regular trips are from the initial point of pickup to the destination and back to the point of return. Split trips are from the destination drop-off until the scheduled destination pickup for return back to the point of origin, or another specified location. There will be

a break in service at no charge to the City.

The Contractor must submit the invoice for payment to the LADOT Charter Bus Coordinator. Subject to acceptance and approval by LADOT Charter Bus Coordinator, payment will be made within thirty (30) calendar days.

4. **SECTION VI. STANDARD CONTRACT PROVISIONS**, Subsection A, is hereby amended in its entirety to read as follows:

By entering into this Agreement with the CITY, the CONTRACTOR agrees to abide by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], which is attached hereto and incorporated herein as Appendix B.

5. Appendix B, Standard Provisions for City Contracts, referenced in **SECTION VI, STANDARD CONTRACT PROVISIONS** of this Agreement, is hereby replaced in its entirety by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto and incorporated herein as Appendix B.
6. Effective the date of attestation by the City Clerk of this First Amendment, all references to Standard Provision throughout the Agreement are hereby deleted and replaced with Standard Provision for City Contracts (Rev. 9/22) [v.1].
7. This Agreement is hereby amended by adding a new **SECTION VIII. CITY COMPLIANCE REQUIREMENTS**, Subsection A, Disclosure of Border Wall Contracting Ordinance, Subsection B, Municipal Lobbying Ordinance, Subsection C, Fair Chance Initiative for Hiring Ordinance, D. Consultant Evaluation Ordinance, and E. COVID-19 Vaccination Ordinance, immediately following SECTION VII, MISCELLANEOUS, to read as follows:

A. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The CITY may terminate this Agreement at any time if CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1. The CONTRACTOR shall complete and upload a Disclosure Ordinance Affidavit on www.rampla.org.

B. MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Consultant qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contracts, and debarment.

C. FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE

The CONTRACTOR shall be subject to the Fair Chance Initiative for Hiring Ordinance (CONTRACTOR'S Fair Chance Initiative for Hiring Ordinance Use of Criminal History for Consideration of Employment Applications Ordinance). The Ordinance provides, among other things, that contractors and/or subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Fair Chance Initiative for Hiring Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

The CONTRACTOR seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

D. CONSULTANT EVALUATION ORDINANCE

At the end of this Agreement, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the contract. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

E. COVID-19 VACCINATION ORDINANCE

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

Prior to assigning CONTRACTOR Personnel to perform In-Person Services, the CONTRACTOR shall obtain proof that such CONTRACTOR Personnel have been fully vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this Agreement.

The CONTRACTOR shall grant medical or religious exemptions (“Exemptions”) to CONTRACTOR Personnel as required by law. If the CONTRACTOR wishes to assign CONTRACTOR Personnel with Exemptions to perform In-Person Services, the CONTRACTOR shall require such CONTRACTOR Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by the CONTRACTOR. If CONTRACTOR Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

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

8. This Agreement is hereby amended by adding a new **SECTION IX. GENERAL PROVISIONS** immediately following SECTION VIII. MISCELLANEOUS to read as follows:

- A. **Governing Law and Venue.** This Agreement and any action related thereto shall 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 other Party arising from or related to this Agreement.
- B. **Export.** The 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, the 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 shall not use any CITY Data for, and shall not permit any CITY Data to be used for, any purpose prohibited by applicable law.
- C. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall remain enforceable and the invalid or unenforceable provision(s) shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- D. **No Assignment.** Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written

consent of the other Party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing shall be null and void.

- E. No Third-Party Beneficiaries. Nothing herein is intended to create a third-party beneficiary in any subcontractor. The CITY has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the CONTRACTOR uses subcontractors, the CONTRACTOR remains responsible for complete and satisfactory performance of the terms of this Agreement.
- F. Amendments. This Agreement may be amended by mutual agreement of the PARTIES. No amendment or modification to this Agreement or its Attachments shall be effective unless in writing and signed by an authorized signatory of each Party.
- G. No Waiver. Any waiver or failure to enforce any provision of this Agreement or its Attachments on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.
- H. Counterparts and Electronic Signatures. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one (1) 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 email shall be deemed original signatures.
- I. Entire Agreement. This Agreement and any exhibits, attachments, or documents incorporated herein by inclusion or by reference, constitutes the final, complete, and entire Agreement between the CITY and the CONTRACTOR, and supersedes and merges all prior discussions between the Parties. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, shall be effective unless in writing and signed by an authorized signatory of each Party pursuant to Section F - Amendments.
- J. Order of Precedence. Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and Schedule, the bodies of this Agreement shall be given priority in order of precedence as follows:
 - 1. This Agreement between the City of Los Angeles and First Student, Inc. and its Amendments
 - 2. Appendix B - Standard Provisions for City Contracts (Rev. 9/22) [v/1]
 - 3. Appendix C- As-Needed Charter Bus Transportation Service Program Request for Qualifications
 - 4. Appendix E - Proposal
 - 5. Attachment I - Cost Proposal

9. Effective the date of attestation by the City Clerk of this First Amendment, all references to "RFQ," "Addenda," and "Proposal" are replaced with the following:

Appendix A - Mandatory City Contract Requirements (revised 7/18)
Appendix C - As-Needed Charter Bus Transportation Service Program Request for
Qualifications
Appendix D - Addenda
Appendix E - Proposal

These Appendices are attached hereto and incorporated herein. To the extent the above referenced appendices were not attached to the original Agreement, the Parties both agree Appendices A, C, D, and E were intended to be attached and incorporated into the original Agreement. For the avoidance of doubt, the Parties agree they were bound by the terms and conditions set forth in this Agreement, including Appendices A, C, D, and E, as of the Effective Date of this Agreement. To the extent work was performed in accordance with the terms and conditions of this Amendment, including Appendices A, C, D, and E those services are hereby ratified.

10. Attachment I is hereby replaced in its entirety by Attachment I – Cost Proposal, attached hereto and incorporated herein.
11. Except herein amended, all other terms and conditions of this Agreement shall remain in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[SIGNATURE PAGE FOLLOWS]**

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

THE CITY OF LOS ANGELES

FIRST STUDENT, INC.

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

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By**: _____

—
By: _____
Michael Nagle
Deputy City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

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

By: _____

Date: _____

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

If Contractor is a Limited Liability Company: Unless otherwise provided, the signature of two authorized managers is required. Cal. Corp. Code Sections 313 & 17703.01

City Agreement Number: C-132738-1

Council File Number: 19-0060

ATTACHMENT I

COST PROPOSAL

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum NO BID

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ No Bid	\$	\$	\$	\$
Deadhead Miles	\$ No Bid	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	No Bid
Lift-equipped	No Bid
Public Address System	No Bid
VCR/TV	No Bid

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

A = Adult Note: Adult considered 4th grade and above SB = Seatbelts

1. a. **3 Hour Minimum** C = Child Note: Child considered 3rd grade and below AC = Air Conditioned

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
12A/20C AC, SB	\$ 345.00	\$ 353.62	\$ 362.46	\$ 371.52	\$ 380.08
39A/65 C AC, SB	\$ 334.21	\$ 342.57	\$ 351.13	\$ 359.91	\$ 368.91
52A/72 C SB	\$ 355.18	\$ 364.06	\$ 373.16	\$ 382.49	\$ 392.06
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
12A/20C AC, SB	\$ 61.38	\$ 62.92	\$ 64.48	\$ 66.09	\$ 67.75
39A/65C AC, SB	\$ 65.45	\$ 67.09	\$ 68.77	\$ 70.49	\$ 72.25
52A/72C SB	\$ 61.38	\$ 62.92	\$ 64.48	\$ 66.09	\$ 67.75
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ 3.32	\$ 3.40	\$ 3.48	\$ 3.56	\$ 3.64
Deadhead Miles	\$ 3.32	\$ 3.40	\$ 3.48	\$ 3.56	\$ 3.64

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	271 AC / All Heat
Lift-equipped	0
Public Address System	0
VCR/TV	0

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: WHEELCHAIR ACCESSIBLE BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

AB = Ambulatory SB= Seatbelts

1. a. 3 Hour Minimum AC = Air Conditioned WC = Wheel Chair

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
6AB/4WC AC, SB	\$ 345.00	\$ 353.62	\$ 362.46	\$ 371.52	\$ 380.08
4AB/6WC AC, S	\$ 345.00	\$ 353.62	\$ 362.46	\$ 371.52	\$ 380.08
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
6AB/4WC AC, SB	\$ 61.38	\$ 62.92	\$ 64.48	\$ 66.09	\$ 67.75
4AB/6WC AC, SB	\$ 61.38	\$ 62.92	\$ 64.48	\$ 66.09	\$ 67.75
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (if applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ 3.32	\$ 3.40	\$ 3.48	\$ 3.56	\$ 3.64
Deadhead Miles	\$ 3.32	\$ 3.40	\$ 3.48	\$ 3.56	\$ 3.64

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	58 AC All Heat
Lift-equipped	0
Public Address System	0
VCR/TV	0

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: TRANSIT VEHICLES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

No Bid

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$
No Bid	\$	\$	\$	\$	\$

c. Mileage Rate (if applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ No Bid	\$	\$	\$	\$
Deadhead Miles	\$ No Bid	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	No Bid
Lift-equipped	No Bid
Public Address System	No Bid
VCR/TV	No Bid

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. **3 Hour Minimum NO BID**

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
NO BID	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

b. **Additional Hours in Excess of 3 Hour Minimum**

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

c. **Mileage Rate (If applicable)**

	Year 6	Year 7 (month-to-month)
Live Miles	\$	\$
Deadhead Miles	\$	\$

2. **Please indicate the number of buses within your fleet that have the following special equipment:**

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
VCR/TV	

3. **Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.**

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
12A/20C	\$ 466.00	\$ 489.00
39A/65C	\$ 452.00	\$ 475.00
52A/72C	\$ 481.00	\$ 505.00
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
12A/20C	\$ 93.00	\$ 98.00
39A/65C	\$ 91.00	\$ 95.00
52A/72C	\$ 96.00	\$ 101.00
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$ 3.85	\$ 4.00
Deadhead Miles	\$ 3.85	\$ 4.00

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	300AC/Heat
Lift-equipped	0
Public Address System	0
VCR/TV	0

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: WHEELCHAIR ACCESSIBLE BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
6AB/4WC	\$ 466.00	\$ 489.00
4AB/6WC	\$ 466.00	\$ 489.00
	\$	\$
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
6AB/4WC	\$ 93.00	\$ 98.00
4AB/6WC	\$ 93.00	\$ 98.00
	\$	\$
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$ 3.85	\$ 4.00
Deadhead Miles	\$ 3.85	\$ 4.00

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	50AC All Heat
Lift-equipped	
Public Address System	
VCR/TV	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

FIRST AMENDMENT

TO

AGREEMENT C-132734

BETWEEN

THE

CITY OF LOS ANGELES

AND

HONEE BEE TRANSPORTATION, LLC

FOR THE OPERATION OF

CHARTER BUS PROGRAM

FIRST AMENDMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
HONEE BEE TRANSPORTATION, LLC

THIS FIRST AMENDMENT to Agreement C-132734 is made and entered into by and between the City of Los Angeles, (hereinafter referred to as the “CITY”), a municipal corporation, acting by and through the Los Angeles Department of Transportation (hereinafter referred to as the “LADOT”), and Honee Bee Transportation, LLC, (hereinafter referred to as the “CONTRACTOR”), collectively referred to as “Parties” and individually as “Party,” is entered into with reference to the following.

WHEREAS, the CITY desires to continue obtaining services to provide bus service recreational, employment/training, and educational trips known herein as the Charter Bus Program; and

WHEREAS, the CITY performed the City of Los Angeles Charter §1022 review and outreach and determined the work could be performed more economically and feasibly by interdependent contractors than by City employees, and

WHEREAS, on September 5, 2018, the CITY issued a Request for Qualifications (RFQ), which is on file in LADOT and is incorporated herein by reference, in accordance with City Charter §372 seeking qualified firms to provide charter bus services; and

WHEREAS, on October 18, 2018, the CONTRACTOR submitted a proposal (herein referred to as “Proposal”) in response to the RFQ and is incorporated herein by this reference; and

WHEREAS, LADOT has determined that the CONTRACTOR has the management and technical expertise and other assets necessary for the operations of the Charter Bus Program; and

WHEREAS, on February 1, 2019, the Parties entered into Agreement C-132734, wherein the CONTRACTOR agreed to provide on-call charter bus services requested in the time and manner set forth in the RFQ and Proposal (C.F. 19-0060) for a term from February 1, 2019, through January 31, 2024; and

WHEREAS, LADOT is in the process of preparing a new Request for Qualifications (RFQ), but requires continuation of the current Agreement C-132734 until the new contract can be awarded; and

WHEREAS, LADOT desires in this First Amendment to Agreement C-132733 to: a) extend the term of the agreement for one (1) year from February 1, 2024 to January 31, 2025, with an option to extend on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, for a total of eighteen (18) months; b) adjust the compensation with new rates for Year 6 and the month-to-month period (Attachment I - Cost Proposal); c) update the Standard Provisions for City Contracts (Rev. 9/22) [v.1]; d) add contracting language as required by ordinance of all City contracts; and e) incorporate Attachments and Exhibits; and

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the Parties hereto agree as follows:

1. **Section I. INTRODUCTIONS AND CONDITIONS PRECEDENT**, Subsection B.1.a, Representative of the Parties and Services of Notices, is hereby amended in its entirety to read as follows:

- a. The representative of the CITY shall be, unless otherwise stated in the Agreement:

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

With copies to:

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

2. **Section II. TERMS OF CONTRACT**, Subsection A.1, Contract Period, is hereby amended in its entirety, and Subsection A.4, Termination During the Month-to Month Extension is hereby added immediately after A.3 to read as follows:

1. This Agreement shall be in effect for six (6) years from February 1, 2019, through January 31, 2025. Thereafter, the CITY has the right to extend the Agreement on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, provided that the CITY provides a written notice to the CONTRACTOR of the CITY's intent to exercise the month-to-month extension no less than sixty (60) days prior to February 1, 2025.
4. Termination During the Month-to-Month Extension. If the CITY exercises its right to extend this Agreement on a month-to-month basis up to six (6) months, beyond January 31, 2025, provided the CITY provides the CONTRACTOR with a written notice of its intent to terminate this Agreement no less than sixty (60) days prior to the actual termination date of July 31, 2025.

3. **SECTION IV. COMPENSATION, INVOICING, AND REPORTING**, is hereby amended to add new Subsections A.2 and A.3 immediately after Subsection A.1 , Compensation, to read as follows:

2. The CONTRACTOR's rate(s) (hourly, monthly, etc.) will include all administrative cost, labor, supervision, material, fuel cost, transportation, taxes, equipment, and supplies.
3. Chargeable Service to City is as follows:

Regular trips are from the initial point of pickup to the destination and back to the point of return. Split trips are from the destination drop-off until the scheduled destination pickup for return back to the point of origin, or another specified location. There will be

a break in service at no charge to the City.

The Contractor must submit the invoice for payment to the LADOT Charter Bus Coordinator. Subject to acceptance and approval by LADOT Charter Bus Coordinator, payment will be made within thirty (30) calendar days.

4. **SECTION VI. STANDARD CONTRACT PROVISIONS**, Subsection A, is hereby amended in its entirety to read as follows:

By entering into this Agreement with the CITY, the CONTRACTOR agrees to abide by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], which is attached hereto and incorporated herein as Appendix B.

5. Appendix B, Standard Provisions for City Contracts, referenced in **SECTION VI, STANDARD CONTRACT PROVISIONS** of this Agreement, is hereby replaced in its entirety by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto and incorporated herein as Appendix B.
6. Effective the date of attestation by the City Clerk of this First Amendment, all references to Standard Provision throughout the Agreement are hereby deleted and replaced with Standard Provision for City Contracts (Rev. 9/22) [v.1].
7. This Agreement is hereby amended by adding a new **SECTION VIII. CITY COMPLIANCE REQUIREMENTS**, Subsection A, Disclosure of Border Wall Contracting Ordinance, Subsection B, Municipal Lobbying Ordinance, Subsection C, Fair Chance Initiative for Hiring Ordinance, D. Consultant Evaluation Ordinance, and E. COVID-19 Vaccination Ordinance, immediately following SECTION VII, MISCELLANEOUS, to read as follows:

A. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The CITY may terminate this Agreement at any time if CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1. The CONTRACTOR shall complete and upload a Disclosure Ordinance Affidavit on www.rampla.org.

B. MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Consultant qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contracts, and debarment.

C. FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE

The CONTRACTOR shall be subject to the Fair Chance Initiative for Hiring Ordinance (CONTRACTOR'S Fair Chance Initiative for Hiring Ordinance Use of Criminal History for Consideration of Employment Applications Ordinance). The Ordinance provides, among other things, that contractors and/or subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Fair Chance Initiative for Hiring Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

The CONTRACTOR seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

D. CONSULTANT EVALUATION ORDINANCE

At the end of this Agreement, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the contract. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

E. COVID-19 VACCINATION ORDINANCE

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

Prior to assigning CONTRACTOR Personnel to perform In-Person Services, the CONTRACTOR shall obtain proof that such CONTRACTOR Personnel have been fully vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this Agreement.

The CONTRACTOR shall grant medical or religious exemptions (“Exemptions”) to CONTRACTOR Personnel as required by law. If the CONTRACTOR wishes to assign CONTRACTOR Personnel with Exemptions to perform In-Person Services, the CONTRACTOR shall require such CONTRACTOR Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by the CONTRACTOR. If CONTRACTOR Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

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

8. This Agreement is hereby amended by adding a new **SECTION IX. GENERAL PROVISIONS** immediately following SECTION VIII. MISCELLANEOUS to read as follows:

- A. **Governing Law and Venue.** This Agreement and any action related thereto shall 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 other Party arising from or related to this Agreement.
- B. **Export.** The 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, the 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 shall not use any CITY Data for, and shall not permit any CITY Data to be used for, any purpose prohibited by applicable law.
- C. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall remain enforceable and the invalid or unenforceable provision(s) shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- D. **No Assignment.** Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written

consent of the other Party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing shall be null and void.

- E. No Third-Party Beneficiaries. Nothing herein is intended to create a third-party beneficiary in any subcontractor. The CITY has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the CONTRACTOR uses subcontractors, the CONTRACTOR remains responsible for complete and satisfactory performance of the terms of this Agreement.
- F. Amendments. This Agreement may be amended by mutual agreement of the PARTIES. No amendment or modification to this Agreement or its Attachments shall be effective unless in writing and signed by an authorized signatory of each Party.
- G. No Waiver. Any waiver or failure to enforce any provision of this Agreement or its Attachments on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.
- H. Counterparts and Electronic Signatures. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one (1) 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 email shall be deemed original signatures.
- I. Entire Agreement. This Agreement and any exhibits, attachments, or documents incorporated herein by inclusion or by reference, constitutes the final, complete, and entire Agreement between the CITY and the CONTRACTOR, and supersedes and merges all prior discussions between the Parties. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, shall be effective unless in writing and signed by an authorized signatory of each Party pursuant to Section F - Amendments.
- J. Order of Precedence. Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and Schedule, the bodies of this Agreement shall be given priority in order of precedence as follows:
 - 1. This Agreement between the City of Los Angeles and Honee Bee Transportation, LLC and its Amendments
 - 2. Appendix B - Standard Provisions for City Contracts (Rev. 9/22) [v/1]
 - 3. Appendix C- As-Needed Charter Bus Transportation Service Program Request for Qualifications
 - 4. Appendix E - Proposal
 - 5. Attachment I - Cost Proposal

9. Effective the date of attestation by the City Clerk of this First Amendment, all references to "RFQ," "Addenda," and "Proposal" are replaced with the following:

Appendix A - Mandatory City Contract Requirements (revised 7/18)
Appendix C - As-Needed Charter Bus Transportation Service Program Request for
Qualifications
Appendix D - Addenda
Appendix E - Proposal

These Appendices are attached hereto and incorporated herein. To the extent the above referenced appendices were not attached to the original Agreement, the Parties both agree Appendices A, C, D, and E were intended to be attached and incorporated into the original Agreement. For the avoidance of doubt, the Parties agree they were bound by the terms and conditions set forth in this Agreement, including Appendices A, C, D, and E, as of the Effective Date of this Agreement. To the extent work was performed in accordance with the terms and conditions of this Amendment, including Appendices A, C, D, and E those services are hereby ratified.

10. Attachment I is hereby replaced in its entirety by Attachment I – Cost Proposal, attached hereto and incorporated herein.
11. Except herein amended, all other terms and conditions of this Agreement shall remain in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[SIGNATURE PAGE FOLLOWS]**

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

THE CITY OF LOS ANGELES

HONEE BEE TRANSPORTATION, LLC

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

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By**: _____

—
By: _____
Michael Nagle
Deputy City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

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

By: _____

Date: _____

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

If Contractor is a Limited Liability Company: Unless otherwise provided, the signature of two authorized managers is required. Cal. Corp. Code Sections 313 & 17703.01

City Agreement Number: C-132734-1

Council File Number: 19-0060

ATTACHMENT I

COST PROPOSAL

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
N/A	\$	\$	\$	\$	\$
N/A	\$	\$	\$	\$	\$
N/A	\$	\$	\$	\$	\$
N/A	\$	\$	\$	\$	\$
N/A	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
N/A	\$	\$	\$	\$	\$
N/A	\$	\$	\$	\$	\$
N/A	\$	\$	\$	\$	\$
N/A	\$	\$	\$	\$	\$
N/A	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$	\$	\$	\$	\$
Deadhead Miles	\$	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
VCR/TV	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
56/84	\$332.00	\$341.00	\$350.00	\$359.00	\$368.00
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
56/84	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ N/A				
Deadhead Miles	\$ N/A				

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	1
Lift-equipped	
Public Address System	
VCR/TV	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: WHEELCHAIR ACCESSIBLE BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
N/A	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
N/A	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (if applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ N/A	\$	\$	\$	\$
Deadhead Miles	\$	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
VCR/TV	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: TRANSIT VEHICLES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
N/A	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
N/A	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$	\$	\$	\$	\$
Deadhead Miles	\$	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
VCR/TV	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

(Contractor)

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
62 passengers	\$ 540.00	\$ 550.00
84 passengers	\$ 540.00	\$ 550.00
	\$	\$
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
62 passengers	\$ 95.00	\$ 100.00
84 passengers	\$ 95.00	\$ 100.00
	\$	\$
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$	\$
Deadhead Miles	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	2
Lift-equipped	
Public Address System	
VCR/TV	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

FIRST AMENDMENT
TO
AGREEMENT C-132739
BETWEEN
THE
CITY OF LOS ANGELES
AND
MISSION SCHOOL TRANSPORTATION, INC.
FOR THE OPERATION OF
CHARTER BUS PROGRAM

FIRST AMENDMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
MISSION SCHOOL TRANSPORTATION, INC.

THIS FIRST AMENDMENT to Agreement C-132739 is made and entered into by and between the City of Los Angeles, (hereinafter referred to as the “CITY”), a municipal corporation, acting by and through the Los Angeles Department of Transportation (hereinafter referred to as the “LADOT”), and Mission School Transportation Inc., (hereinafter referred to as the “CONTRACTOR”), collectively referred to as “Parties” and individually as “Party,” is entered into with reference to the following.

WHEREAS, the CITY desires to continue obtaining services to provide bus service recreational, employment/training, and educational trips known herein as the Charter Bus Program; and

WHEREAS, the CITY performed the City of Los Angeles Charter §1022 review and outreach and determined the work could be performed more economically and feasibly by interdependent contractors than by City employees, and

WHEREAS, on September 5, 2018, the CITY issued a Request for Qualifications (RFQ), which is on file in LADOT and is incorporated herein by reference, in accordance with City Charter §372 seeking qualified firms to provide charter bus services; and

WHEREAS, on October 18, 2018, the CONTRACTOR submitted a proposal (herein referred to as “Proposal”) in response to the RFQ and is incorporated herein by this reference; and

WHEREAS, LADOT has determined that the CONTRACTOR has the management and technical expertise and other assets necessary for the operations of the Charter Bus Program; and

WHEREAS, on February 1, 2019, the Parties entered into Agreement C-132739, wherein the CONTRACTOR agreed to provide on-call charter bus services requested in the time and manner set forth in the RFQ and Proposal (C.F. 19-0060) for a term from February 1, 2019, through January 31, 2024; and

WHEREAS, LADOT is in the process of preparing a new Request for Qualifications (RFQ), but requires continuation of the current Agreement C-132739 until the new contract can be awarded; and

WHEREAS, LADOT desires in this First Amendment to Agreement C-132733 to: a) extend the term of the agreement for one (1) year from February 1, 2024 to January 31, 2025, with an option to extend on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, for a total of eighteen (18) months; b) adjust the compensation with new rates for Year 6 and the month-to-month period (Attachment I - Cost Proposal); c) update the Standard Provisions for City Contracts (Rev. 9/22) [v.1]; d) add contracting language as required by ordinance of all City contracts; and e) incorporate Attachments and Exhibits; and

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the Parties hereto agree as follows:

1. **Section I. INTRODUCTIONS AND CONDITIONS PRECEDENT**, Subsection B.1.a, Representative of the Parties and Services of Notices, is hereby amended in its entirety to read as follows:

- a. The representative of the CITY shall be, unless otherwise stated in the Agreement:

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

With copies to:

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

2. **Section II. TERMS OF CONTRACT**, Subsection A.1, Contract Period, is hereby amended in its entirety, and Subsection A.4, Termination During the Month-to Month Extension is hereby added immediately after A.3 to read as follows:

1. This Agreement shall be in effect for six (6) years from February 1, 2019, through January 31, 2025. Thereafter, the CITY has the right to extend the Agreement on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, provided that the CITY provides a written notice to the CONTRACTOR of the CITY's intent to exercise the month-to-month extension no less than sixty (60) days prior to February 1, 2025.
4. Termination During the Month-to-Month Extension. If the CITY exercises its right to extend this Agreement on a month-to-month basis up to six (6) months, beyond January 31, 2025, provided the CITY provides the CONTRACTOR with a written notice of its intent to terminate this Agreement no less than sixty (60) days prior to the actual termination date of July 31, 2025.

3. **SECTION IV. COMPENSATION, INVOICING, AND REPORTING**, is hereby amended to add new Subsections A.2 and A.3 immediately after Subsection A.1 , Compensation, to read as follows:

2. The CONTRACTOR's rate(s) (hourly, monthly, etc.) will include all administrative cost, labor, supervision, material, fuel cost, transportation, taxes, equipment, and supplies.
3. Chargeable Service to City is as follows:

Regular trips are from the initial point of pickup to the destination and back to the point of return. Split trips are from the destination drop-off until the scheduled destination pickup for return back to the point of origin, or another specified location. There will be

a break in service at no charge to the City.

The Contractor must submit the invoice for payment to the LADOT Charter Bus Coordinator. Subject to acceptance and approval by LADOT Charter Bus Coordinator, payment will be made within thirty (30) calendar days.

4. **SECTION VI. STANDARD CONTRACT PROVISIONS**, Subsection A, is hereby amended in its entirety to read as follows:

By entering into this Agreement with the CITY, the CONTRACTOR agrees to abide by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], which is attached hereto and incorporated herein as Appendix B.

5. Appendix B, Standard Provisions for City Contracts, referenced in **SECTION VI, STANDARD CONTRACT PROVISIONS** of this Agreement, is hereby replaced in its entirety by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto and incorporated herein as Appendix B.
6. Effective the date of attestation by the City Clerk of this First Amendment, all references to Standard Provision throughout the Agreement are hereby deleted and replaced with Standard Provision for City Contracts (Rev. 9/22) [v.1].
7. This Agreement is hereby amended by adding a new **SECTION VIII. CITY COMPLIANCE REQUIREMENTS**, Subsection A, Disclosure of Border Wall Contracting Ordinance, Subsection B, Municipal Lobbying Ordinance, Subsection C, Fair Chance Initiative for Hiring Ordinance, D. Consultant Evaluation Ordinance, and E. COVID-19 Vaccination Ordinance, immediately following SECTION VII, MISCELLANEOUS, to read as follows:

A. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The CITY may terminate this Agreement at any time if CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1. The CONTRACTOR shall complete and upload a Disclosure Ordinance Affidavit on www.rampla.org.

B. MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Consultant qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contracts, and debarment.

C. FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE

The CONTRACTOR shall be subject to the Fair Chance Initiative for Hiring Ordinance (CONTRACTOR'S Fair Chance Initiative for Hiring Ordinance Use of Criminal History for Consideration of Employment Applications Ordinance). The Ordinance provides, among other things, that contractors and/or subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Fair Chance Initiative for Hiring Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

The CONTRACTOR seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

D. CONSULTANT EVALUATION ORDINANCE

At the end of this Agreement, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the contract. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

E. COVID-19 VACCINATION ORDINANCE

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

Prior to assigning CONTRACTOR Personnel to perform In-Person Services, the CONTRACTOR shall obtain proof that such CONTRACTOR Personnel have been fully vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this Agreement.

The CONTRACTOR shall grant medical or religious exemptions (“Exemptions”) to CONTRACTOR Personnel as required by law. If the CONTRACTOR wishes to assign CONTRACTOR Personnel with Exemptions to perform In-Person Services, the CONTRACTOR shall require such CONTRACTOR Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by the CONTRACTOR. If CONTRACTOR Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

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

8. This Agreement is hereby amended by adding a new **SECTION IX. GENERAL PROVISIONS** immediately following SECTION VIII. MISCELLANEOUS to read as follows:

- A. **Governing Law and Venue.** This Agreement and any action related thereto shall 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 other Party arising from or related to this Agreement.
- B. **Export.** The 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, the 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 shall not use any CITY Data for, and shall not permit any CITY Data to be used for, any purpose prohibited by applicable law.
- C. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall remain enforceable and the invalid or unenforceable provision(s) shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- D. **No Assignment.** Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written

consent of the other Party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing shall be null and void.

- E. No Third-Party Beneficiaries. Nothing herein is intended to create a third-party beneficiary in any subcontractor. The CITY has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the CONTRACTOR uses subcontractors, the CONTRACTOR remains responsible for complete and satisfactory performance of the terms of this Agreement.
- F. Amendments. This Agreement may be amended by mutual agreement of the PARTIES. No amendment or modification to this Agreement or its Attachments shall be effective unless in writing and signed by an authorized signatory of each Party.
- G. No Waiver. Any waiver or failure to enforce any provision of this Agreement or its Attachments on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.
- H. Counterparts and Electronic Signatures. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one (1) 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 email shall be deemed original signatures.
- I. Entire Agreement. This Agreement and any exhibits, attachments, or documents incorporated herein by inclusion or by reference, constitutes the final, complete, and entire Agreement between the CITY and the CONTRACTOR, and supersedes and merges all prior discussions between the Parties. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, shall be effective unless in writing and signed by an authorized signatory of each Party pursuant to Section F - Amendments.
- J. Order of Precedence. Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and Schedule, the bodies of this Agreement shall be given priority in order of precedence as follows:
 - 1. This Agreement between the City of Los Angeles and Mission School Transportation Inc. and its Amendments
 - 2. Appendix B - Standard Provisions for City Contracts (Rev. 9/22) [v/1]
 - 3. Appendix C- As-Needed Charter Bus Transportation Service Program Request for Qualifications
 - 4. Appendix E - Proposal
 - 5. Attachment I - Cost Proposal

9. Effective the date of attestation by the City Clerk of this First Amendment, all references to "RFQ," "Addenda," and "Proposal" are replaced with the following:

Appendix A - Mandatory City Contract Requirements (revised 7/18)
Appendix C - As-Needed Charter Bus Transportation Service Program Request for
Qualifications
Appendix D - Addenda
Appendix E - Proposal

These Appendices are attached hereto and incorporated herein. To the extent the above referenced appendices were not attached to the original Agreement, the Parties both agree Appendices A, C, D, and E were intended to be attached and incorporated into the original Agreement. For the avoidance of doubt, the Parties agree they were bound by the terms and conditions set forth in this Agreement, including Appendices A, C, D, and E, as of the Effective Date of this Agreement. To the extent work was performed in accordance with the terms and conditions of this Amendment, including Appendices A, C, D, and E those services are hereby ratified.

10. Attachment I is hereby replaced in its entirety by Attachment I – Cost Proposal, attached hereto and incorporated herein.
11. Except herein amended, all other terms and conditions of this Agreement shall remain in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[SIGNATURE PAGE FOLLOWS]**

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

THE CITY OF LOS ANGELES

MISSION SCHOOL TRANSPORTATION INC.

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

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By**: _____

—
By: _____
Michael Nagle
Deputy City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

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

By: _____

Date: _____

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

If Contractor is a Limited Liability Company: Unless otherwise provided, the signature of two authorized managers is required. Cal. Corp. Code Sections 313 & 17703.01

City Agreement Number: C-132739-1

Council File Number: 19-0060

ATTACHMENT I

COST PROPOSAL

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$ NO BID	\$ NO BID	\$ NO BID	\$ NO BID	\$ NO BID
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours In Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$	\$	\$	\$	\$
Deadhead Miles	\$	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
VCR/TV	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
26 Adults or 40 Children	\$ 327.00	\$ 337.00	\$ 347.00	\$ 359.00	\$ 372.00
48 Adults or 72 Children	\$ 327.00	\$ 337.00	\$ 347.00	\$ 359.00	\$ 372.00
52 Adults or 78 Children	\$ 332.00	\$ 342.00	\$ 352.00	\$ 365.00	\$ 377.00
54 Adults or 81 Children	\$ 332.00	\$ 342.00	\$ 352.00	\$ 365.00	\$ 377.00
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
26 Adults or 40 Children	\$ 75.00	\$ 77.25	\$ 79.60	\$ 82.35	\$ 85.25
48 Adults or 72 Children	\$ 75.00	\$ 77.25	\$ 79.60	\$ 82.35	\$ 85.25
52 Adults or 78 Children	\$ 75.00	\$ 77.25	\$ 79.60	\$ 82.35	\$ 85.25
54 Adults or 81 Children	\$ 75.00	\$ 77.25	\$ 79.60	\$ 82.35	\$ 85.25
	\$	\$	\$	\$	\$

c. Mileage Rate (if applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ N/A	\$	\$	\$	\$
Deadhead Miles	\$ N/A	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	50
Lift-equipped	see next section
Public Address System	50
VCR/TV	0

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: WHEELCHAIR ACCESSIBLE BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
6 WC and 8 walk-on	\$ 327.00	\$ 337.00	\$ 347.00	\$ 359.00	\$ 372.00
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
6 WC and 8 walk-on	\$ 60.00	\$ 62.00	\$ 64.00	\$ 66.00	\$ 68.00
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (if applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ N/A	\$	\$	\$	\$
Deadhead Miles	\$ N/A	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	50
Lift-equipped	50
Public Address System	50
VCR/TV	0

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: TRANSIT VEHICLES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$ NO BID	\$ NO BID	\$ NO BID	\$ NO BID	\$ NO BID
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (if applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$	\$	\$	\$	\$
Deadhead Miles	\$	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
VCR/TV	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
	\$	\$
NO BID	\$	\$
	\$	\$
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
	\$	\$
NO BID	\$	\$
	\$	\$
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$	\$
Deadhead Miles	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
VCR/TV	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
40 passengers	\$ 525.00	\$ 550.00
72 passengers	\$ 525.00	\$ 550.00
78 - 84 passengers	\$ 525.00	\$ 550.00
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
40 passengers	\$ 95.00	\$ 100.00
72 passengers	\$ 95.00	\$ 100.00
78 - 84 passengers	\$ 95.00	\$ 100.00
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$ N/A	\$ N/A
Deadhead Miles	\$ N/A	\$ N/A

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	50
Lift-equipped	see next page
Public Address System	50
VCR/TV	0

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: WHEELCHAIR ACCESSIBLE BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
24 ambulatory/1 WC	\$ 525.00	\$ 550.00
20 ambulatory/2 WC	\$ 525.00	\$ 550.00
16 ambulatory/3 WC	\$ 525.00	\$ 550.00
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
24 ambulatory/1 WC	\$ 95.00	\$ 100.00
20 ambulatory/2 WC	\$ 95.00	\$ 100.00
16 ambulatory/3 WC	\$ 95.00	\$ 100.00
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$ N/A	\$ N/A
Deadhead Miles	\$ N/A	\$ N/A

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	50
Lift-equipped	50
Public Address System	0
VCR/TV	0

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: TRANSIT VEHICLES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
	\$	\$
NO BID	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
	\$	\$
NO BID	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$	\$
Deadhead Miles	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
VCR/TV	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

FIRST AMENDMENT

TO

AGREEMENT C-132736

BETWEEN

THE

CITY OF LOS ANGELES

AND

SCREAMLINE INVESTMENT CORPORATION DBA
TOURCOACH CHARTER AND TOURS

FOR THE OPERATION OF

CHARTER BUS PROGRAM

FIRST AMENDMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
SCREAMLINE INVESTMENT CORPORATION DBA
TOURCOACH CHARTER AND TOURS

THIS FIRST AMENDMENT to Agreement C-132736 is made and entered into by and between the City of Los Angeles, (hereinafter referred to as the “CITY”), a municipal corporation, acting by and through the Los Angeles Department of Transportation (hereinafter referred to as the “LADOT”), and Screamlane Investment Corporation DBA Tourcoach Charter and Tours, (hereinafter referred to as the “CONTRACTOR”), collectively referred to as “Parties” and individually as “Party,” is entered into with reference to the following.

WHEREAS, the CITY desires to continue obtaining services to provide bus service recreational, employment/training, and educational trips known herein as the Charter Bus Program; and

WHEREAS, the CITY performed the City of Los Angeles Charter §1022 review and outreach and determined the work could be performed more economically and feasibly by interdependent contractors than by City employees, and

WHEREAS, on September 5, 2018, the CITY issued a Request for Qualifications (RFQ), which is on file in LADOT and is incorporated herein by reference, in accordance with City Charter §372 seeking qualified firms to provide charter bus services; and

WHEREAS, on October 18, 2018, the CONTRACTOR submitted a proposal (herein referred to as “Proposal”) in response to the RFQ and is incorporated herein by this reference; and

WHEREAS, LADOT has determined that the CONTRACTOR has the management and technical expertise and other assets necessary for the operations of the Charter Bus Program; and

WHEREAS, on February 1, 2019, the Parties entered into Agreement C-132736, wherein the CONTRACTOR agreed to provide on-call charter bus services requested in the time and manner set forth in the RFQ and Proposal (C.F. 19-0060) for a term from February 1, 2019, through January 31, 2024; and

WHEREAS, LADOT is in the process of preparing a new Request for Qualifications (RFQ), but requires continuation of the current Agreement C-132736 until the new contract can be awarded; and

WHEREAS, LADOT desires in this First Amendment to Agreement C-132733 to: a) extend the term of the agreement for one (1) year from February 1, 2024 to January 31, 2025, with an option to extend on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, for a total of eighteen (18) months; b) adjust the compensation with new rates for Year 6 and the month-to-month period (Attachment I - Cost Proposal); c) update the Standard Provisions for City Contracts (Rev. 9/22) [v.1]; d) add contracting language as required by ordinance of all City contracts; and e) incorporate Attachments and Exhibits; and

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the Parties hereto agree as follows:

1. **Section I. INTRODUCTIONS AND CONDITIONS PRECEDENT**, Subsection B.1.a, Representative of the Parties and Services of Notices, is hereby amended in its entirety to read as follows:

- a. The representative of the CITY shall be, unless otherwise stated in the Agreement:

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

With copies to:

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

2. **Section II. TERMS OF CONTRACT**, Subsection A.1, Contract Period, is hereby amended in its entirety, and Subsection A.4, Termination During the Month-to Month Extension is hereby added immediately after A.3 to read as follows:

1. This Agreement shall be in effect for six (6) years from February 1, 2019, through January 31, 2025. Thereafter, the CITY has the right to extend the Agreement on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, provided that the CITY provides a written notice to the CONTRACTOR of the CITY's intent to exercise the month-to-month extension no less than sixty (60) days prior to February 1, 2025.
4. Termination During the Month-to-Month Extension. If the CITY exercises its right to extend this Agreement on a month-to-month basis up to six (6) months, beyond January 31, 2025, provided the CITY provides the CONTRACTOR with a written notice of its intent to terminate this Agreement no less than sixty (60) days prior to the actual termination date of July 31, 2025.

3. **SECTION IV. COMPENSATION, INVOICING, AND REPORTING**, is hereby amended to add new Subsections A.2 and A.3 immediately after Subsection A.1 , Compensation, to read as follows:

2. The CONTRACTOR's rate(s) (hourly, monthly, etc.) will include all administrative cost, labor, supervision, material, fuel cost, transportation, taxes, equipment, and supplies.
3. Chargeable Service to City is as follows:

Regular trips are from the initial point of pickup to the destination and back to the point of return. Split trips are from the destination drop-off until the scheduled destination pickup for return back to the point of origin, or another specified location. There will be a break in service at no charge to the City.

The Contractor must submit the invoice for payment to the LADOT Charter Bus Coordinator. Subject to acceptance and approval by LADOT Charter Bus Coordinator, payment will be made within thirty (30) calendar days.

4. **SECTION VI. STANDARD CONTRACT PROVISIONS**, Subsection A, is hereby amended in its entirety to read as follows:

By entering into this Agreement with the CITY, the CONTRACTOR agrees to abide by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], which is attached hereto and incorporated herein as Appendix B.

5. Appendix B, Standard Provisions for City Contracts, referenced in **SECTION VI, STANDARD CONTRACT PROVISIONS** of this Agreement, is hereby replaced in its entirety by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto and incorporated herein as Appendix B.
6. Effective the date of attestation by the City Clerk of this First Amendment, all references to Standard Provision throughout the Agreement are hereby deleted and replaced with Standard Provision for City Contracts (Rev. 9/22) [v.1].
7. This Agreement is hereby amended by adding a new **SECTION VIII. CITY COMPLIANCE REQUIREMENTS**, Subsection A, Disclosure of Border Wall Contracting Ordinance, Subsection B, Municipal Lobbying Ordinance, Subsection C, Fair Chance Initiative for Hiring Ordinance, D. Consultant Evaluation Ordinance, and E. COVID-19 Vaccination Ordinance, immediately following SECTION VII, MISCELLANEOUS, to read as follows:

A. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The CITY may terminate this Agreement at any time if CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1. The CONTRACTOR shall complete and upload a Disclosure Ordinance Affidavit on www.rampla.org.

B. MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Consultant qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying

entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contracts, and debarment.

C. FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE

The CONTRACTOR shall be subject to the Fair Chance Initiative for Hiring Ordinance (CONTRACTOR'S Fair Chance Initiative for Hiring Ordinance Use of Criminal History for Consideration of Employment Applications Ordinance). The Ordinance provides, among other things, that contractors and/or subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Fair Chance Initiative for Hiring Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

The CONTRACTOR seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

D. CONSULTANT EVALUATION ORDINANCE

At the end of this Agreement, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the contract. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

E. COVID-19 VACCINATION ORDINANCE

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

Prior to assigning CONTRACTOR Personnel to perform In-Person Services, the CONTRACTOR shall obtain proof that such CONTRACTOR Personnel have been fully vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this Agreement.

The CONTRACTOR shall grant medical or religious exemptions (“Exemptions”) to CONTRACTOR Personnel as required by law. If the CONTRACTOR wishes to assign CONTRACTOR Personnel with Exemptions to perform In-Person Services, the CONTRACTOR shall require such CONTRACTOR Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by the CONTRACTOR. If CONTRACTOR Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

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

8. This Agreement is hereby amended by adding a new **SECTION IX. GENERAL PROVISIONS** immediately following SECTION VIII. MISCELLANEOUS to read as follows:

- A. **Governing Law and Venue.** This Agreement and any action related thereto shall 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 other Party arising from or related to this Agreement.
- B. **Export.** The 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, the 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 shall not use any CITY Data for, and shall not permit any CITY Data to be used for, any purpose prohibited by applicable law.
- C. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall remain enforceable and the invalid or unenforceable provision(s) shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

- D. No Assignment. Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing shall be null and void.
- E. No Third-Party Beneficiaries. Nothing herein is intended to create a third-party beneficiary in any subcontractor. The CITY has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the CONTRACTOR uses subcontractors, the CONTRACTOR remains responsible for complete and satisfactory performance of the terms of this Agreement.
- F. Amendments. This Agreement may be amended by mutual agreement of the PARTIES. No amendment or modification to this Agreement or its Attachments shall be effective unless in writing and signed by an authorized signatory of each Party.
- G. No Waiver. Any waiver or failure to enforce any provision of this Agreement or its Attachments on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.
- H. Counterparts and Electronic Signatures. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one (1) 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 email shall be deemed original signatures.
- I. Entire Agreement. This Agreement and any exhibits, attachments, or documents incorporated herein by inclusion or by reference, constitutes the final, complete, and entire Agreement between the CITY and the CONTRACTOR, and supersedes and merges all prior discussions between the Parties. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, shall be effective unless in writing and signed by an authorized signatory of each Party pursuant to Section F - Amendments.
- J. Order of Precedence. Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and Schedule, the bodies of this Agreement shall be given priority in order of precedence as follows:
 - 1. This Agreement between the City of Los Angeles and Screamline Investment Corporation DBA Tourcoach Charter and Tours and its Amendments
 - 2. Appendix B - Standard Provisions for City Contracts (Rev. 9/22) [v/1]
 - 3. Appendix C- As-Needed Charter Bus Transportation Service Program Request for Qualifications
 - 4. Appendix E - Proposal
 - 5. Attachment I - Cost Proposal

9. Effective the date of attestation by the City Clerk of this First Amendment, all references to “RFQ,” “Addenda,” and “Proposal” are replaced with the following:

Appendix A - Mandatory City Contract Requirements (revised 7/18)
Appendix C - As-Needed Charter Bus Transportation Service Program Request for Qualifications
Appendix D - Addenda
Appendix E - Proposal

These Appendices are attached hereto and incorporated herein. To the extent the above referenced appendices were not attached to the original Agreement, the Parties both agree Appendices A, C, D, and E were intended to be attached and incorporated into the original Agreement. For the avoidance of doubt, the Parties agree they were bound by the terms and conditions set forth in this Agreement, including Appendices A, C, D, and E, as of the Effective Date of this Agreement. To the extent work was performed in accordance with the terms and conditions of this Amendment, including Appendices A, C, D, and E those services are hereby ratified.

10. Attachment I is hereby replaced in its entirety by Attachment I – Cost Proposal, attached hereto and incorporated herein.
11. Except herein amended, all other terms and conditions of this Agreement shall remain in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[SIGNATURE PAGE FOLLOWS]**

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

THE CITY OF LOS ANGELES

**SCREAMLINE INVESTMENT CORPORATION
DBA TOURCOACH CHARTER AND TOURS**

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

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By**: _____

By: _____
Michael Nagle
Deputy City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

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

By: _____

Date: _____

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

If Contractor is a Limited Liability Company: Unless otherwise provided, the signature of two authorized managers is required. Cal. Corp. Code Sections 313 & 17703.01

City Agreement Number: C-132736-1
Council File Number: 19-0060

ATTACHMENT I

COST PROPOSAL

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
24	\$ 325.00	\$ 330.00	\$ 335.00	\$ 340.00	\$ 345.00
28	\$ 335.00	\$ 340.00	\$ 345.00	\$ 350.00	\$ 355.00
38	\$ 365.00	\$ 370.00	\$ 375.00	\$ 380.00	\$ 385.00
47	\$ 385.00	\$ 390.00	\$ 395.00	\$ 400.00	\$ 405.00
56	\$ 404.00	\$ 405.00	\$ 406.00	\$ 407.00	\$ 408.00

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
24	\$ 76.00	\$ 77.00	\$ 78.00	\$ 79.00	\$ 80.00
28	\$ 82.00	\$ 83.00	\$ 84.00	\$ 85.00	\$ 86.00
38	\$ 87.00	\$ 88.00	\$ 89.00	\$ 90.00	\$ 92.00
47	\$ 96.00	\$ 97.00	\$ 98.00	\$ 99.00	\$ 100.00
56	\$ 100.00	\$ 102.00	\$ 103.00	\$ 104.00	\$ 105.00

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ 4.30	\$ 4.35	\$ 4.40	\$ 4.45	\$ 4.50
Deadhead Miles	\$ 4.05	\$ 4.10	\$ 4.15	\$ 4.20	\$ 4.25

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	50
Lift-equipped	6
Public Address System	38
VCR/TV	38

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
N/A	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$	\$	\$	\$	\$
Deadhead Miles	\$	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
VCR/TV	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: WHEELCHAIR ACCESSIBLE BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
56	\$ 404.00	\$ 405.00	\$ 406.00	\$ 407.00	\$ 408.00
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
56	\$ 100.00	\$ 102.00	\$ 103.00	\$ 104.00	\$ 105.00
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (if applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ 4.30	\$ 4.35	\$ 4.40	\$ 4.45	\$ 4.50
Deadhead Miles	\$ 4.05	\$ 4.10	\$ 4.15	\$ 4.20	\$ 4.25

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	6
Lift-equipped	6
Public Address System	6
VCR/TV	6

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: TRANSIT VEHICLES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
42	\$ 365.00	\$ 370.00	\$ 375.00	\$ 380.00	\$ 385.00
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
42	\$ 87.00	\$ 88.00	\$ 89.00	\$ 90.00	\$ 92.00
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$	\$	\$	\$	\$
Deadhead Miles	\$	\$	\$	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	35
Lift-equipped	35
Public Address System	0
VCR/TV	0

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

Tourcoach Charter & tours

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
24	\$500.00	\$530.00
28	\$550.00	\$578.00
38	\$550.00	\$578.00
47	\$620.00	\$630.00
56	\$640.00	\$650.00

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
24	\$100.00	\$105.00
28	\$110.00	\$115.00
38	\$110.00	\$115.00
47	\$120.00	\$126.00
56	\$135.00	\$140.00

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$5.50	\$5.75
Deadhead Miles	\$5.30	\$5.50

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	50
Lift-equipped	1
Public Address System	50
VCR/TV	5

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
No school buses	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$	\$
Deadhead Miles	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	
Lift-equipped	
Public Address System	
VCR/TV	

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: TRANSIT VEHICLES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
42	\$450.00	\$475.00
	\$	\$
	\$	\$
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
42	\$125.00	\$132.00
	\$	\$
	\$	\$
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$N/A	\$N/A
Deadhead Miles	\$	\$

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	25
Lift-equipped	10
Public Address System	No
VCR/TV	No

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

FIRST AMENDMENT
TO
AGREEMENT C-132737
BETWEEN
THE
CITY OF LOS ANGELES
AND
TRANSIT SYSTEMS UNLIMITED INC.
FOR THE OPERATION OF
CHARTER BUS PROGRAM

FIRST AMENDMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
TRANSIT SYSTEMS UNLIMITED INC.

THIS FIRST AMENDMENT to Agreement C-132737 is made and entered into by and between the City of Los Angeles, (hereinafter referred to as the “CITY”), a municipal corporation, acting by and through the Los Angeles Department of Transportation (hereinafter referred to as the “LADOT”), and Transit Systems Unlimited Inc., (hereinafter referred to as the “CONTRACTOR”), collectively referred to as “Parties” and individually as “Party,” is entered into with reference to the following.

WHEREAS, the CITY desires to continue obtaining services to provide bus service recreational, employment/training, and educational trips known herein as the Charter Bus Program; and

WHEREAS, the CITY performed the City of Los Angeles Charter §1022 review and outreach and determined the work could be performed more economically and feasibly by interdependent contractors than by City employees, and

WHEREAS, on September 5, 2018, the CITY issued a Request for Qualifications (RFQ), which is on file in LADOT and is incorporated herein by reference, in accordance with City Charter §372 seeking qualified firms to provide charter bus services; and

WHEREAS, on October 18, 2018, the CONTRACTOR submitted a proposal (herein referred to as “Proposal”) in response to the RFQ and is incorporated herein by this reference; and

WHEREAS, LADOT has determined that the CONTRACTOR has the management and technical expertise and other assets necessary for the operations of the Charter Bus Program; and

WHEREAS, on February 1, 2019, the Parties entered into Agreement C-132737, wherein the CONTRACTOR agreed to provide on-call charter bus services requested in the time and manner set forth in the RFQ and Proposal (C.F. 19-0060) for a term from February 1, 2019, through January 31, 2024; and

WHEREAS, LADOT is in the process of preparing a new Request for Qualifications (RFQ), but requires continuation of the current Agreement C-132737 until the new contract can be awarded; and

WHEREAS, LADOT desires in this First Amendment to Agreement C-132733 to: a) extend the term of the agreement for one (1) year from February 1, 2024 to January 31, 2025, with an option to extend on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, for a total of eighteen (18) months; b) adjust the compensation with new rates for Year 6 and the month-to-month period (Attachment I - Cost Proposal); c) update the Standard Provisions for City Contracts (Rev. 9/22) [v.1]; d) add contracting language as required by ordinance of all City contracts; and e) incorporate Attachments and Exhibits; and

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, the Parties hereto agree as follows:

1. **Section I. INTRODUCTIONS AND CONDITIONS PRECEDENT**, Subsection B.1.a, Representative of the Parties and Services of Notices, is hereby amended in its entirety to read as follows:

a. The representative of the CITY shall be, unless otherwise stated in the Agreement:

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

With copies to:

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

2. **Section II. TERMS OF CONTRACT**, Subsection A.1, Contract Period, is hereby amended in its entirety, and Subsection A.4, Termination During the Month-to Month Extension is hereby added immediately after A.3 to read as follows:

1. This Agreement shall be in effect for six (6) years from February 1, 2019, through January 31, 2025. Thereafter, the CITY has the right to extend the Agreement on a month-to-month basis up to six (6) months, from February 1, 2025 to July 31, 2025, provided that the CITY provides a written notice to the CONTRACTOR of the CITY's intent to exercise the month-to-month extension no less than sixty (60) days prior to February 1, 2025.

4. Termination During the Month-to-Month Extension. If the CITY exercises its right to extend this Agreement on a month-to-month basis up to six (6) months, beyond January 31, 2025, provided the CITY provides the CONTRACTOR with a written notice of its intent to terminate this Agreement no less than sixty (60) days prior to the actual termination date of July 31, 2025.

3. **SECTION IV. COMPENSATION, INVOICING, AND REPORTING**, is hereby amended to add new Subsections A.2 and A.3 immediately after Subsection A.1 , Compensation, to read as follows:

2. The CONTRACTOR's rate(s) (hourly, monthly, etc.) will include all administrative cost, labor, supervision, material, fuel cost, transportation, taxes, equipment, and supplies.

3. Chargeable Service to City is as follows:

Regular trips are from the initial point of pickup to the destination and back to the point of return. Split trips are from the destination drop-off until the scheduled destination

pickup for return back to the point of origin, or another specified location. There will be a break in service at no charge to the City.

The Contractor must submit the invoice for payment to the LADOT Charter Bus Coordinator. Subject to acceptance and approval by LADOT Charter Bus Coordinator, payment will be made within thirty (30) calendar days.

4. **SECTION VI. STANDARD CONTRACT PROVISIONS**, Subsection A, is hereby amended in its entirety to read as follows:

By entering into this Agreement with the CITY, the CONTRACTOR agrees to abide by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], which is attached hereto and incorporated herein as Appendix B.

5. Appendix B, Standard Provisions for City Contracts, referenced in **SECTION VI, STANDARD CONTRACT PROVISIONS** of this Agreement, is hereby replaced in its entirety by the Standard Provisions for City Contracts (Rev. 9/22) [v.1], attached hereto and incorporated herein as Appendix B.
6. Effective the date of attestation by the City Clerk of this First Amendment, all references to Standard Provision throughout the Agreement are hereby deleted and replaced with Standard Provision for City Contracts (Rev. 9/22) [v.1].
7. This Agreement is hereby amended by adding a new **SECTION VIII. CITY COMPLIANCE REQUIREMENTS**, Subsection A, Disclosure of Border Wall Contracting Ordinance, Subsection B, Municipal Lobbying Ordinance, Subsection C, Fair Chance Initiative for Hiring Ordinance, D. Consultant Evaluation Ordinance, and E. COVID-19 Vaccination Ordinance, immediately following SECTION VII, MISCELLANEOUS, to read as follows:

A. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The CITY may terminate this Agreement at any time if CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1. The CONTRACTOR shall complete and upload a Disclosure Ordinance Affidavit on www.rampla.org.

B. MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Consultant qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contracts, and debarment.

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The CONTRACTOR shall be subject to the Fair Chance Initiative for Hiring Ordinance (CONTRACTOR'S Fair Chance Initiative for Hiring Ordinance Use of Criminal History for Consideration of Employment Applications Ordinance). The Ordinance provides, among other things, that contractors and/or subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Fair Chance Initiative for Hiring Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

The CONTRACTOR seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

D. CONSULTANT EVALUATION ORDINANCE

At the end of this Agreement, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the contract. A CONTRACTOR who receives a " Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

E. COVID-19 VACCINATION ORDINANCE

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

Prior to assigning CONTRACTOR Personnel to perform In-Person Services, the CONTRACTOR shall obtain proof that such CONTRACTOR Personnel have been fully

vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this Agreement.

The CONTRACTOR shall grant medical or religious exemptions (“Exemptions”) to CONTRACTOR Personnel as required by law. If the CONTRACTOR wishes to assign CONTRACTOR Personnel with Exemptions to perform In-Person Services, the CONTRACTOR shall require such CONTRACTOR Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by the CONTRACTOR. If CONTRACTOR Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

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

8. This Agreement is hereby amended by adding a new **SECTION IX. GENERAL PROVISIONS** immediately following SECTION VIII. MISCELLANEOUS to read as follows:

- A. **Governing Law and Venue.** This Agreement and any action related thereto shall 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 other Party arising from or related to this Agreement.
- B. **Export.** The 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, the 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 shall not use any CITY Data for, and shall not permit any CITY Data to be used for, any purpose prohibited by applicable law.
- C. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall remain enforceable and the invalid or unenforceable provision(s) shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

- D. No Assignment. Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing shall be null and void.
- E. No Third-Party Beneficiaries. Nothing herein is intended to create a third-party beneficiary in any subcontractor. The CITY has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the CONTRACTOR uses subcontractors, the CONTRACTOR remains responsible for complete and satisfactory performance of the terms of this Agreement.
- F. Amendments. This Agreement may be amended by mutual agreement of the PARTIES. No amendment or modification to this Agreement or its Attachments shall be effective unless in writing and signed by an authorized signatory of each Party.
- G. No Waiver. Any waiver or failure to enforce any provision of this Agreement or its Attachments on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.
- H. Counterparts and Electronic Signatures. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one (1) 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 email shall be deemed original signatures.
- I. Entire Agreement. This Agreement and any exhibits, attachments, or documents incorporated herein by inclusion or by reference, constitutes the final, complete, and entire Agreement between the CITY and the CONTRACTOR, and supersedes and merges all prior discussions between the Parties. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, shall be effective unless in writing and signed by an authorized signatory of each Party pursuant to Section F - Amendments.
- J. Order of Precedence. Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and Schedule, the bodies of this Agreement shall be given priority in order of precedence as follows:
 - 1. This Agreement between the City of Los Angeles and Transit Systems Unlimited Inc. and its Amendments
 - 2. Appendix B - Standard Provisions for City Contracts (Rev. 9/22) [v/1]
 - 3. Appendix C- As-Needed Charter Bus Transportation Service Program Request for Qualifications
 - 4. Appendix E - Proposal
 - 5. Attachment I - Cost Proposal

9. Effective the date of attestation by the City Clerk of this First Amendment, all references to "RFQ," "Addenda," and "Proposal" are replaced with the following:

Appendix A - Mandatory City Contract Requirements (revised 7/18)
Appendix C - As-Needed Charter Bus Transportation Service Program Request for Qualifications
Appendix D - Addenda
Appendix E - Proposal

These Appendices are attached hereto and incorporated herein. To the extent the above referenced appendices were not attached to the original Agreement, the Parties both agree Appendices A, C, D, and E were intended to be attached and incorporated into the original Agreement. For the avoidance of doubt, the Parties agree they were bound by the terms and conditions set forth in this Agreement, including Appendices A, C, D, and E, as of the Effective Date of this Agreement. To the extent work was performed in accordance with the terms and conditions of this Amendment, including Appendices A, C, D, and E those services are hereby ratified.

10. Attachment I is hereby replaced in its entirety by Attachment I – Cost Proposal, attached hereto and incorporated herein.
11. Except herein amended, all other terms and conditions of this Agreement shall remain in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
[SIGNATURE PAGE FOLLOWS]**

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

THE CITY OF LOS ANGELES

TRANSIT SYSTEMS UNLIMITED INC.

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

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By**: _____

—
By: _____
Michael Nagle
Deputy City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

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

By: _____

Date: _____

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

If Contractor is a Limited Liability Company: Unless otherwise provided, the signature of two authorized managers is required. Cal. Corp. Code Sections 313 & 17703.01

City Agreement Number: C-132737-1

Council File Number: 19-0060

ATTACHMENT I

COST PROPOSAL

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
55	\$650	\$665	\$675	\$685	\$700
47	\$570	\$585	\$595	\$605	\$615
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
55	\$100	\$102.50	\$105	\$107.50	\$110
47	\$90	\$92	\$94	\$96	\$98
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ N/A				
Deadhead Miles	\$ N/A				

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	15
Lift-equipped	15
Public Address System	15
VCR/TV	15

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
18-20	\$425	\$435	\$445	\$455	\$465
40	\$505	\$520	\$530	\$540	\$550
47	\$570	\$585	\$595	\$605	\$615
55	\$650	\$665	\$675	\$685	\$700
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
18-20	\$65	\$66	\$67	\$68	\$69
40	\$75	\$77	\$78	\$80	\$80
47	\$90	\$92	\$94	\$96	\$98
55	\$100	\$102.50	\$105	\$107.50	\$110
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ N/A				
Deadhead Miles	\$ N/A				

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	60
Lift-equipped	40
Public Address System	15
VCR/TV	20

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

(Contractor)

TYPE OF SERVICE: WHEELCHAIR ACCESSIBLE BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
18-20	\$ 425	\$ 435	\$ 445	\$ 455	\$ 465
40	\$ 505	\$ 520	\$ 530	\$ 540	\$ 550
47	\$ 570	\$ 585	\$ 595	\$ 605	\$ 615
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
18-20	\$ 65	\$ 66	\$ 67	\$ 68	\$ 69
40	\$ 75	\$ 77	\$ 78	\$ 80	\$ 80
47	\$ 90	\$ 92	\$ 94	\$ 96	\$ 98
55	\$ 100	\$ 102.5	\$ 105	\$ 107.5	\$ 110
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ N/A				
Deadhead Miles	\$ N/A				

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	50
Lift-equipped	50
Public Address System	4
VCR/TV	8

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: TRANSIT VEHICLES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
18-20	\$ 425	\$ 435	\$ 445	\$ 455	\$ 465
40	\$ 505	\$ 520	\$ 530	\$ 540	\$ 550
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
18-20	\$ 65	\$ 66	\$ 67	\$ 68	\$ 69
40	\$ 75	\$ 77	\$ 78	\$ 80	\$ 80
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

c. Mileage Rate (If applicable)

	Year 1	Year 2	Year 3	Year 4	Year 5
Live Miles	\$ N/A				
Deadhead Miles	\$ N/A				

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	60
Lift-equipped	28
Public Address System	1
VCR/TV	8

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: AIR-CONDITIONED COACH BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
47	\$ 725.00	\$ 768.50
55	\$ 825.00	\$ 874.50
	\$	\$
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
47	\$ 147.00	\$ 156.00
55	\$ 160.00	\$ 170.00
	\$	\$
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$ N/A	\$ N/A
Deadhead Miles	\$ N/A	\$ N/A

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	15
Lift-equipped	15
Public Address System	15
VCR/TV	10

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: ECONOMY SCHOOL BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
18	\$ 545.00	\$ 577.50
40	\$ 645.00	\$ 683.50
47	\$ 725.00	\$ 768.50
55	\$ 825.00	\$ 874.50
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
18	\$ 101.75	\$ 108.00
40	\$ 126.50	\$ 134.00
47	\$ 147.00	\$ 156.00
55	\$ 160.00	\$ 170.00
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$ N/A	\$ N/A
Deadhead Miles	\$ N/A	\$ N/A

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	60
Lift-equipped	40
Public Address System	15
VCR/TV	20

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: WHEELCHAIR ACCESSIBLE BUSES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
18	\$ 545.00	\$ 577.50
40	\$ 645.00	\$ 683.50
47	\$ 725.00	\$ 768.50
55	\$ 825.00	\$ 874.50
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
18	\$ 101.75	\$ 108.00
40	\$ 126.50	\$ 134.00
47	\$ 147.00	\$ 156.00
55	\$ 160.00	\$ 170.00
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$ N/A	\$ N/A
Deadhead Miles	\$ N/A	\$ N/A

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	50
Lift-equipped	50
Public Address System	4
VCR/TV	8

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.

TYPE OF SERVICE: TRANSIT VEHICLES

All charges shall be computed from the point of pickup to the point of return. Trips are either straight through or split based on actual travel time (3 hour minimum for each direction) whichever is greater.

1. a. 3 Hour Minimum

Bus Capacity # of Passengers	3 Hour Minimum Rate	
	Year 6	Year 7 (month-to-month)
18	\$ 545.00	\$ 577.50
40	\$ 645.00	\$ 683.50
	\$	\$
	\$	\$
	\$	\$

b. Additional Hours in Excess of 3 Hour Minimum

Bus Capacity # of Passengers	Hourly Rate	
	Year 6	Year 7 (month-to-month)
18	\$ 101.75	\$ 108.00
40	\$ 126.50	\$ 134.00
	\$	\$
	\$	\$
	\$	\$

c. Mileage Rate (If applicable)

	Year 6	Year 7 (month-to-month)
Live Miles	\$ N/A	\$ N/A
Deadhead Miles	\$ N/A	\$ N/A

2. Please indicate the number of buses within your fleet that have the following special equipment:

Special Equipment	# of Buses
Air-Conditioning/Heating	60
Lift-equipped	28
Public Address System	1
VCR/TV	8

3. Specify below any restrictions (hours, weekends, etc.) that may apply to the buses used for this contract.