

# TRANSMITTAL

0150-12019-0000

TO  
The Council

DATE  
02/22/2022

COUNCIL FILE NO.  
C-120510

FROM  
The Mayor

COUNCIL DISTRICT  
Citywide

## **Proposed Sole Source Contract Between the Los Angeles Department of Transportation and Metro Services Group for Landscape, Maintenance, and Repairs of Off-Street Parking Facilities**

Transmitted for your consideration.  
See the City Administrative Officer report attached.

  
\_\_\_\_\_  
MAYOR

(Andre Herndon for)

MWS:LDM:06220047t

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

To: The Mayor	Date: 2/22/22	C.D. No. Citywide	CAO File No.: 0150-12019-0000
Contracting Department/Bureau: Department of Transportation		Contact: Sophia Fong (213) 972-4942	
Reference: Letter from the Department of Transportation, dated December 30, 2021, referred for report by the Mayor on January 11, 2022			
Purpose of Contract: For Landscape, Maintenance, and Repairs of Department of Transportation Off-Street Parking Facilities.			
Type of Contract: ( ) New contract (X) Amendment, Contract No. C-120510		Contract Term Dates: June 12, 2012 to September 30, 2022 with three month-to-month extensions	
Contract/Amendment Amount: \$8,505,000			
Approved Amount \$7,290,000 + Proposed amount: \$1,215,000			
Source of funds: \$54,000 from the General Fund. \$1,161,000 from Special Parking Revenue Fund.			
Name of Contractor: Metro Services Group			
Address: 5057 W. Washington Blvd, Los Angeles, CA 90016			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 32 %			
Contractor has complied with:		Yes	No
8. Business Inclusion Program		X	
9. Equal Benefits & First Source Hiring Ordinances		X	
10. Contractor Responsibility Ordinance		X	
11. Disclosure Ordinances		X	
12. Bidder Certification CEC Form 50		X	
13. Prohibited Contributors (Bidders) CEC Form 55		X	
14. California Iran Contracting Act of 2010		X	

**RECOMMENDATION**


That the Mayor authorize the General Manager of the Department of Transportation (DOT) to execute a sole source contract with Metro Services Group for a term of two years to provide landscaping maintenance, cleaning services and as-needed repairs and improvements to 109 City-owned off-street parking facilities at a cost not to exceed \$1,215,000 and forward to the Council for consideration.

**SUMMARY**

On September 29, 2011, DOT released a Request for Proposal (RFP) to solicit proposals from qualified contractors to perform landscape, maintenance, and repairs of DOT owned off-street parking facilities.

On January 14, 2011, the Personnel Department determined that City employees possess the expertise to perform the work proposed to be contracted, but that the work assignments exceeded staffing ability. Subsequently, on December 14, 2011, this Office determined that the work proposed to be contracted can be performed more economically by contractors than City employees.

DOT entered into Agreement C-120510 with Metro Services Group on June 12, 2012 to provide landscape, maintenance, and repair services. On May 14, 2017, DOT and Metro Services Group

Lindsey D. Moore			 City Administrative Officer
LM	Analyst	0150-12019-0000.	

entered into the First Amendment to Agreement C-120510 to exercise the option to extend the term of the agreement through June 11, 2019.

On May 28, 2019, DOT and Metro Services Group entered into the Second Amendment to exercise the option to extend the terms of the agreement for two additional years. The second amendment expired on June 11, 2021.

Due to the Coronavirus pandemic and City Council's subsequent Declaration of Local Emergency on March 6, 2020, DOT was unable to conduct a RFP development process to address other critical impacts and support COVID-19 related programs. During this time, homeless encampments continued to grow, leading to an increase of maintenance and other safety concerns. During this time, DOT continued to provide uninterrupted service of essential maintenance and repairs of these facilities beyond the contract on a month-to-month basis because of the public health and safety ramifications.

Since Metro Services Group is familiar with the existing operation, they can provide continuous maintenance during the lengthy RFP process. Thus, a sole source contract is more feasible during the remainder of the 2021-2022 and 2022-2023 fiscal years. If a sole source contract is not used, this could potentially lead to a gap in service, and could impact public health and safety within Los Angeles. This amendment would allow the existing contractor to receive payment for services rendered and to continue this critical public service while the RFP process is underway. We have determined that DOT will likely not be able to execute a new contract by June 30, 2022. Therefore, it is now recommended that the term of this contract be extended through September 30, 2022 with an option for three month-to-month extensions to allow sufficient time to complete the process.

As of December 1, 2021, the current contract for maintenance, landscaping and repairs of off-street parking facilities has cost approximately \$352,475. DOT projects that their anticipated costs from July 1, 2021 to December 31, 2022 will be approximately \$1,215,000 under the sole source contract. Funding of \$1,161,000 is provided within the Special Parking Revenue Fund. Approximately \$54,000 of the contract will be paid through the General Fund, Contractual Services Account for regular landscape services at four Parking Enforcement and Traffic Control field offices.

Metro Services Group has complied with the City's contracting requirements and ordinances. Consistent with Los Angeles Administrative Code Section 10.5, Council approval is required as the contract exceeds three years.

### **FISCAL IMPACT STATEMENT**

Approval of the recommendation will obligate the City to \$1,215,000. These funds have been identified and are available in the 2021-22 and 2022-2023 Special Parking Revenue Fund Budget. There is a \$54,000 impact to the City General Fund.


### **FINANCIAL POLICIES STATEMENT**

The recommendation in this report complies with the City Financial Policies in that budgeted funds are available for this purpose.

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL MEMORANDUM

Date: December 30, 2021

To: The Honorable Eric Garcetti, Mayor  
Attention: Heleen Ramirez, Legislative Coordinator

From: Seleta J. Reynolds, General Manager   
Department of Transportation

Subject: **SOLE SOURCE CONTRACT BETWEEN THE LOS ANGELES DEPARTMENT OF  
TRANSPORTATION AND METRO SERVICES GROUP FOR LANDSCAPE, MAINTENANCE,  
AND REPAIRS OF LADOT OFF-STREET PARKING FACILITIES**

**SUMMARY**

The Los Angeles Department of Transportation (LADOT) requests authorization to execute a sole source contract with Metro Services Group to extend services an additional year, with an option of early termination, for uninterrupted, essential maintenance services of LADOT off-street parking facilities.

**RECOMMENDATION**

That the Council, subject to the concurrence by the Mayor:

APPROVE and AUTHORIZE the LADOT General Manager to execute a sole source contract with Metro Services Group to extend services up to an additional one year for the purpose of providing landscape, maintenance, and repair services for LADOT off-street parking facilities for a not to exceed amount of \$810,000.

**BACKGROUND**

On September 29, 2011, LADOT released a Request for Proposal (RFP) to solicit proposals from qualified contractors to perform landscape, maintenance, and repairs of LADOT owned off-street parking facilities. LADOT entered into Agreement C-120510 with Metro Services Group on June 12, 2012 to provide landscape, maintenance, and repair services. On May 14, 2017, LADOT and Metro Services Group entered into the First Amendment to Agreement C-120510 to exercise the option to extend the term of the agreement through June 11, 2019. On May 28, 2019, LADOT and Metro Services Group entered into the Second Amendment to exercise the option to extend the terms of the agreement for two additional years. The second amendment expired on June 11, 2021.

**DISCUSSION**

LADOT originally intended to release an RFP for landscape, maintenance, and repair of LADOT owned off-street parking facilities prior to June 11, 2021 contract expiration date. Due to the Coronavirus (COVID-19) pandemic and City Council's subsequent Declaration of Local Emergency on March 6, 2020 in

response to the pandemic, LADOT redirected staff who worked on the RFP development to address other critical impacts, and develop and support COVID-19 related programs.

On March 17, 2020, City Council approved a motion (CF 20-0147) instructing Los Angeles Sanitation and Environment (LASAN) and all relevant agencies to halt seizure and confiscation of materials, and suspend enforcement of the provisions of Los Angeles Municipal Code Section 56.11 that require homeless tents to come down during daytime hours. In the past year homeless encampments continued to grow in both number and size inside most of the 109 LADOT off-street parking facilities, creating higher than usual trash, vandalism, and health concerns. LADOT had no option but to carry on with uninterrupted service of essential maintenance and repairs of these facilities beyond the contract term on a month-to-month basis (a provision that was mistakenly included in the contract) since suspension of services would gravely jeopardize public health and safety for the patrons that use the parking facilities.

The normal procedure for a competitive selection process would be to issue an RFP, which requires significant staff time and resources to develop the document, and extensive time for RFP approval and evaluation of responses that in its totality could take up to a year to complete. There is insufficient time to release a new RFP and have a gap in this public health and safety service. A rushed competitive bidding process without proper time for evaluation and vetting was determined by the Department to not be practical or advantageous.

Given the short time frame to cover the essential maintenance services before the new RFP is finalized, it would be impractical to seek another contractor to meet LADOT's requirements. The advantage of using the existing contractor, Metro Services Group, is they are familiar with the existing operation (having served the City for years, developed an effective work plan, and provided satisfactory service), and can effectively provide continuous maintenance operations for the short duration until an RFP is released and new contract executed. To allow the existing contractor to receive payment for services rendered, continue this critical public service, and allow sufficient time for the RFP process, LADOT, after consulting with the Office of the City Attorney, requests authority to execute a sole source contract with the current contractor for up to 12 months.

#### Compensation

The table below outlines the total costs for Contract C-120510 for maintenance, landscaping, and repairs of off-street parking facilities and the anticipated costs for the services for the 12-month sole source contract.

Service Year	Estimated Costs	Total Spent	+/- Difference
Year 1 – -Date range of Year 1	\$810,000	\$615,129	\$194,871
Year 2 – Date range of Year 2	\$810,000	\$623,659	\$186,341
Year 3 – Date range of Year 3	\$810,000	\$714,429	\$95,571
Year 4 – Date Range of year 4	\$810,000	\$659,559	\$150,441
Year 5 – Date Range of year 5	\$810,000	\$670,639	\$139,361
Year 6 – Service 6/12/17 – 6/11/18	\$810,000	\$660,531	\$139,361
Year 7 – Service 6/12/18 – 6/11/19	\$810,000	\$678,590	\$131,410
Year 8 – Service 6/12/19 – 6/11/20	\$810,000	\$663,514	\$146,486
Year 9 – Service 6/12/20 – 6/11/21	\$810,000	\$709,447	\$100,553

Sole Source Contract 6/12/2021 – 6/11/2022	\$810,000	\$352,475*	n/a
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\*as of December 1, 2021

LADOT negotiated a cost proposal with Metro Services Group for the sole source contract on fixed monthly cost and variable cost for additional approved services rendered.

#### **FISCAL IMPACT STATEMENT**

Funding for this contracted service for an additional year is estimated at \$810,000 and is budgeted in the Special Parking Revenue Fund. Approximately \$36,000 of the contract ceiling is paid through the General Fund, Contractual Services Account for regular landscape services at four Parking Enforcement and Traffic Control field offices. These funds have been identified and are available for FY 2022. There is no additional impact to the City's General Fund for this contract.

SJR:KH:sf

Attachments

# CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: June 13, 2012

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FROM (DEPARTMENT): Transportation

CONTACT PERSON: Belkis Del Valle

PHONE: 213.972.4938

CONTRACT NO.: C-120510

COUNCIL FILE NO.: 12-0638

ADOPTED BY COUNCIL: 5/22/12

DATE

APPROVED BY BPW: n/a

DATE

NEW CONTRACT X

AMENDMENT NO.     

ADDENDUM NO.     

SUPPLEMENTAL NO.     

CHANGE ORDER NO.     

CONTRACTOR NAME: Metro Services Group

TERM OF CONTRACT: 6/13/12

THROUGH: 6/12/17

TOTAL AMOUNT: \$810,000

## PURPOSE OF CONTRACT:

To provide management of landscaping, maintenance and repairs of City-owned off-street municipal parking facilities.

**AGREEMENT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
METRO SERVICES GROUP**

This Agreement is made and entered by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "**CITY**"), and Metro Services Group (hereinafter referred to as "**CONTRACTOR**").

**WITNESSETH**

Whereas, CITY is desirous of obtaining services for the management of landscaping, maintenance and repairs of City-owned off-street municipal parking facilities;

Whereas, CITY issued a Request for Proposals (RFP) on September 29, 2011 to solicit proposals from companies interested in providing such services;

Whereas, CONTRACTOR, submitted a proposal (hereinafter referred to as "PROPOSAL") dated November 21, 2011, in response to the RFP;

Whereas, said PROPOSAL was selected by CITY as the most responsive proposal received for said services;

Whereas, the Mayor and Council have approved the selection, and have authorized the General Manager of the Department of Transportation to execute a contract with CONTRACTOR; and

Now, therefore, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

**1. APPOINTMENT**

CITY hereby contracts with CONTRACTOR, to provide management of landscaping, maintenance and repairs of City-owned off-street municipal parking facilities per Exhibit PF-2 according to the terms and conditions as set forth in this AGREEMENT.

**2. TERM**

The term of this AGREEMENT shall be five (5) years commencing from the date of this AGREEMENT is executed by all parties, and attested by the City Clerk.

The CITY shall have the right to extend the term of the Agreement for two (2) additional two (2)-year period, with the same terms and conditions, upon thirty (30) days written notice by the CITY to the CONTRACTOR prior to expiration of the contract term.

The CITY reserves the right to invoke a month-to-month clause with 30-day written notice to CONTRACTOR and continue the Agreement under the terms and conditions until another contract is awarded and in place to ensure continuation of services.

### **3. DUTIES**

#### **3.1 Scope of Work**

- 3.1.1 CONTRACTOR shall perform the services as fully described in Exhibit PF-1 (Scope of Services).

#### **3.2 Contractual Responsibilities**

- 3.2.1 CONTRACTOR shall coordinate & manage all task-related facility activities and shall retain the personnel and services needed to perform the work.
- 3.2.2 CONTRACTOR shall schedule routine maintenance tasks, supervise task work, develop administrative procedures, keep project financial records, prepare monthly invoices, develop methods to maximize station management efficiency, and obtain bids for variable task work.
- 3.2.3 CONTRACTOR shall make inspections of off-street parking facilities, either daily or by the frequency as agreed upon by the CONTRACTOR and CITY.
- 3.2.4 CONTRACTOR shall provide a monthly summary report that includes employee and subcontractor evaluations, individual station maintenance information and documented operational problems, patron complaints, incidents, a description of action taken regarding these issues, and other relevant information requested by the CITY. The summary report shall be submitted by the tenth (10<sup>th</sup>) day of the following month.
- 3.2.5 CONTRACTOR shall assess the performance of all company personnel and sub-contractors assigned to this AGREEMENT. CONTRACTOR shall evaluate the efficiency and effectiveness of said personnel and the cost-to-service economy of subcontractors. CONTRACTOR shall replace project personnel, if necessary, to ensure smooth and effective operation and high quality maintenance of the project. CITY shall be apprised of and approve personnel changes per Section 3.2.12.1 - Personnel.

- 3.2.6 CITY shall issue facilities keys to CONTRACTOR. CONTRACTOR shall be responsible for all the keys to, such as electrical boxes, irrigation controllers, etc. and any other keys required to maintain the facilities. Keys shall be handled in a secure and accountable manner, and shall not be distributed to any individuals not assigned to the AGREEMENT.
- 3.2.7 CITY shall issue contractor's parking permit to all work vehicles assigned to the agreement. Permits shall not be distributed to any individuals/contractor's personnel not assigned to the agreement.
- 3.2.8 CONTRACTOR shall monitor CITY-owned Parking Facilities on a daily basis, and shall report to CITY staff immediately any emergency situations that occur. Emergency situations shall include but not limited to downed trees due to high winds, power outages, etc.
- 3.2.9 The performance of the CONTRACTOR's service under this agreement shall be in the capacity of an independent contractor, and be it understood that no employee of the CONTRACTOR shall be a City employee by virtue of the contract agreement.
- 3.2.10 CONTRACTOR shall establish a toll free telephone number at which CONTRACTOR can receive messages at any time during the 24-hour day. CONTRACTOR must respond to these messages during the same workday. In case of emergency or for other communication needs occurring outside business hours of 7:00 AM to 4:00 PM, Monday through Friday, CONTRACTOR must include in the outgoing message, the telephone numbers for the local law enforcement and fire departments. The CONTRACTOR's telephone number will be posted at each facility site.
- 3.2.11 CONTRACTOR shall not enter into agreements with any other party for use of equipment or personnel dedicated to Off-Street Parking Facilities programs without the approval of CITY. CONTRACTOR shall present to CITY a list of all grants or funding agreements, if any, that CONTRACTOR has entered with any other public or private organizations. In fulfilling its responsibilities to this agreement, CONTRACTOR shall serve in the best interest of City and strive at all times to provide service in a manner which will be most cost effective.
- 3.2.12 CONTRACTOR shall present a Management Plan for the Off-Street Parking Facilities that outlines CONTRACTOR's approach to the facility management and landscaping issues within sixty (60) days

from the execution of the agreement. CONTRACTOR shall be responsible for the following:

3.2.12.1 Personnel

- a. CONTRACTOR shall designate a full time Facilities Manager dedicated to the Agreement who will instruct and supervise staff, obtain proposals for capital improvements and variable work, oversee all work at the sites and be responsible for the satisfactory performance, or any reasonable performance standard established by CITY, of all employees and/or subcontractors as described in this RFP. The Facilities Manager will act as the liaison between CITY and the regular full and part time staff employed on the project, the subcontractors, CONTRACTOR's senior management and the parking patrons. The Facilities Manager shall also be responsible for the accurate submission of monthly invoices to CITY for the **Fixed Costs** and **Variable Costs** that were incurred during that month.
- b. CONTRACTOR shall be solely responsible to pay all CONTRACTOR's employee wages and benefits, and subcontractor fees. Without any additional expense to CITY, CONTRACTOR shall comply with the requirements of liability, worker's compensation, employment insurance and social security. CONTRACTOR shall hold City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personal and personnel practices.
- c. CITY must have written notifications or requests for new hires or reassignments of key project personnel under the Agreement. CITY must grant approvals to these requests before any change takes place. CONTRACTOR shall submit a list of all personnel involved in the project with resumes describing their educational and employment background and the specific duties that each employee will perform. The new employee resumes shall be submitted to CITY at least five (5) working days prior to start of work. CONTRACTOR is responsible to ensure CITY that

all personnel or their replacement, temporary or otherwise, shall be present to perform the scheduled work.

#### 3.2.12.2 Documentation

- a. CONTRACTOR will be required to maintain all project records as requested by CITY. For the purpose of audit and investigation, CITY, or any of its duly authorized representatives, shall have access to any and all CONTRACTOR's original books, documents, papers and records that pertain to the contract. Said original books, documents, papers and records must be retained by CONTRACTOR within Southern California or at a CITY approved location for three (3) years following final payment under the contract. All project invoices and related records are subject to audit by City. All project records prepared by CONTRACTOR shall be owned by City and shall be made available to City at no charge.
- b. CONTRACTOR shall prepare monthly invoices due by the tenth (10th) working day of the month for work performed during the previous month. Invoices for payment of services shall document all charges and fees and be prepared in such form and supported by such copies of invoices, payrolls and other documents as may be required by the CITY to establish that the charges are "allowable". Invoices must be task specific, organized by the type of task, and must include the completed work product for the task. Every invoice should have a clear indication whether it belongs to **Fixed Cost** or **Variable Cost** tasks and it will be verified and determined by CITY.
- c. Invoices that include errors will be returned to CONTRACTOR for correction. CITY reserves the right to retain up to twenty (20) percent of the invoiced amount until the submitted work product is formally accepted by CITY.

### 3.2.12.3 Monitoring and Reporting

- a. CONTRACTOR and CITY shall meet on a quarterly basis, or as needed, during the contract period, to discuss any problems or issues that may arise and review recommended work proposals.
- b. CONTRACTOR shall keep a daily log of all incidents that have occurred at the facilities and the tasks performed under the facility maintenance program, and shall provide CITY a Monthly Performance Report compiled from this log and submitted with the monthly invoice.

### 3.2.12.4 Performance Penalties

- a. CITY monitors and evaluates CONTRACTOR service in terms of management abilities and adequacies, cost control and overall performance of CONTRACTOR. Monitoring will include, but not be limited to: (1) Facility cleanliness; (2) Adherence to task performance schedule; (3) Quality in landscaping maintenance; and (4) Proper operation of all facility electrical and mechanical systems (lighting, irrigation, etc.).
- b. CITY reserves the right to assess Performance Penalties against CONTRACTOR. Penalties will be assessed based on CONTRACTOR's performance failure to meet the established standards as set forth in the Agreement. These standards and performance penalties applied thereto, shall include the following performance criteria for Off-Street Parking Facilities and be charged based upon CITY's inspections or the specified number of verifiable patron complaints in each category.
- c. Off-Street Parking Facilities Performance Penalties
  - i. **Parking Facility Cleanliness -**  
CONTRACTOR shall clean/sweep the parking facility, remove trash and perform related work as described in the Scope of Services (Exhibit PF-1). Failure to do so shall result in a performance penalty of One Hundred Dollars

(\$100) per operating day for each day that one or more of the tasks that are inspected or reported do not meet the stated standard. Verification by CITY staff or two (3) verifiable patron complaints will result in the imposition of the performance penalty.

ii. **Adherence to Task Performance Schedule -**

Tasks identified in this Agreement must be performed at scheduled intervals in order to maintain the facility at an acceptable standard of safety and cleanliness. If within any thirty (30) day period, three of the tasks are not performed as described in the proposal, and non-performance is verifiable by CITY staff or by two (2) credible patron complaints, the penalty shall be One Hundred Dollars (\$100) per each task not performed.

iii. **Landscaping and Irrigation - CONTRACTOR**

shall ensure that landscaped areas of the facilities and the access roadways/entrances are cleaned of trash and weeds; that the ground is mulched and that plants are fed on a schedule at least twice per year and replaced when necessary. Weed abatement, pre-emergence procedures, plant feeding/amending and tree pruning will be performed on the schedule that appears in CONTRACTOR's annual Work Plan. Tree pruning and staking are critical at facilities located in high wind areas. The seasonal watering schedule shall be adhered to and all irrigation systems shall be functioning and in good order. Failure to perform any of the tasks shall evoke a penalty of One Hundred Dollars (\$100) per day for each day the task is not performed as per the Management Plan schedule.

iv. **Electrical and Mechanical Systems -**

CONTRACTOR shall ensure that all facility systems and controls are in good working order. Systems include electrical, lighting (photo cells, timers), irrigation (timers), fire service and/or any other facility mechanical

systems. Failure to repair the system within three (3) days shall result in a penalty of One Hundred Dollars (\$100) per day for each operating day that the system(s) is not functioning. CONTRACTOR shall inform City if delivery of repair parts exceeds the permitted time and, thereby, unavoidably delays the repair work.

- v. **Facilities Manager** – CONTRACTOR's Facilities Manager is responsible for notifying CITY, in a timely fashion, of any pertinent problems or maintenance issues that could constitute a future problem, and suggest ways to correct the potential problem. Failure to do so shall result in a One Hundred Dollars (\$100) performance penalty. CITY reserves the right to request the CONTRACTOR to replace the Facilities Manager if the person is deemed inadequate in performance.

### **3.3 Other Services**

- 3.3.1 The CITY reserves the right to request the CONTRACTOR to perform other services in special circumstances, the initial cost of which shall be assumed by the CONTRACTOR. The cost of services will be reimbursed to the CONTRACTOR at a form and methodology mutually agreed upon by both the CITY and CONTRACTOR, provided the CONTRACTOR obtained prior written approval from the CITY to perform these services at an agreed-upon price. Such services may include, but are not limited to, the purchase of equipment and supplies, the installation of materials and equipment, and the performance of special maintenance activities in connection to the landscaping, maintenance and repair of City-Owned parking facilities.

## **4. COMPENSATION**

CITY shall compensate CONTRACTOR for work which CONTRACTOR has performed under the Fixed and Variable Cost categories. Work shall be delivered in the manner satisfactory and acceptable to CITY and is described in the Scope of Services (Exhibit PF-1).

### **4.1 Fixed Costs**

4.1.1 Commencing from the date this AGREEMENT is executed by all parties through June 30, 2013, CITY agrees to pay CONTRACTOR a monthly compensation for said fixed costs services, including all allowable expenses incurred and incident thereto, an amount not to exceed a ceiling price of Forty-nine Thousand Eight Hundred Ninety dollars (\$49,890) for Fixed Costs, as shown on Exhibit PF-5: Prime/Sub-Contractor Combined Fixed Costs. Should the commencement date of the AGREEMENT not begin on the first day of the calendar month, the monthly compensation paid to the CONTRACTOR for the then ending month shall be prorated.

#### **4.2 Variable Costs**

4.2.1 CITY agrees to pay CONTRACTOR for satisfactory performance of variable cost work or unscheduled work at the hourly rates set forth in Exhibit PF-6: Unit Costs per Designated Variable Services. The hourly rates as provided shall include all applicable labor surcharges such as taxes, insurance and fringe benefits, as well as indirect costs, general and administrative expenses, overhead and profit. Compensation will be based upon the specified hourly rates multiplied by the number of service hours.

4.2.2 Variable Cost or unscheduled work in excess of One Thousand Dollars (\$1,000) that CONTRACTOR cannot perform shall be subcontracted by CONTRACTOR after CONTRACTOR obtains at least three (3) bids for performance of said work and submits bids to CITY for selection of bidder. CONTRACTOR shall not charge commission for the performance of subcontracted Variable Cost work nor apply any percentage mark-up to either labor or materials required for variable work under this contract.

4.2.3 Variable Cost work in excess of Two Hundred Fifty Dollars (\$250.00) will require CITY's approval of a written cost estimate prepared by CONTRACTOR or subcontractor, with the type and quantity of materials specified and the number of labor hours indicated. CITY reserves the right to change this cost ceiling as it deems necessary, with appropriate notice to CONTRACTOR.

4.2.4 If at any time CONTRACTOR has reason to believe that the total cost of the Variable Cost work will exceed the written cost estimate, CONTRACTOR shall notify CITY in writing to that effect and provide the revised estimate of the total cost of the performance and the work. Work that exceeds the cost estimate must be approved by CITY prior to start or continuation of work. No work shall commence without written authorization by the CITY except in the

case of emergency work, as described in Section 3.2.8, which requires immediate attention.

#### **4.3 CPI Adjustment on Monthly Compensation**

Beginning July 1, 2013 and each year on July 1 throughout the term of this agreement, the monthly compensation for the just ending fiscal year shall be revised by an amount equal to the adjustment to the CPI (as defined hereafter) and become the monthly compensation paid for the next 12 months. As used herein, the defined term "CPI" shall mean the Consumer Price Index for All Items, All Urban Consumers for the Los Angeles-Riverside-Orange County, California Area published by the Bureau of Labor Statistics of the U.S. Department of Labor.

### **5. INVOICE PROCEDURES**

- 5.1 Invoices for payment of services shall document all charges and fess collected, and is prepared in such form and supported by such copies of original invoices, payrolls and other documents as may be required by CITY to establish that the charges are allowable.
- 5.2 CITY requires the statement "I certify under penalty of perjury that I have complied with the provisions of the City's Living Wage Ordinance", followed by the signature of an authorized company signee shall appear on every invoice that contains payment of CONTRACTOR employee salaries.
- 5.3 CITY shall pay CONTRACTOR upon submission of approved monthly requests for payment. Invoices for previous month's work should be submitted by the tenth (10<sup>th</sup>) day of the following month.
- 5.4 CONTRACTOR shall present two (2) copies of the monthly invoices with supporting documentation to:

City of Los Angeles  
Department of Transportation  
Parking Facilities Division  
100 South Main Street, 10<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attention: Rene Sagles, Division Manager

- 5.5 CITY, at its discretion, may withhold payment for work that was deemed unsatisfactory in either the Fixed or Variable Cost categories. Unsatisfactory work performance shall in included, but not limited to, missed and/or neglected work tasks, late or untimely response,

incomplete and/or unacceptable task performance by CONTRACTOR's employees or agents (subcontractors).

- 5.6 CITY agrees to pay CONTRACTOR amounts billed less disputed costs, if any, within thirty (30) days following receipt of invoice. Payment of expense disputes shall be resolved in an expedient manner.
- 5.7 In rendering service hereunder, CONTRACTOR shall be and remain an independent CONTRACTOR. It is expressly understood and acknowledged by the parties hereto that any invoices payable hereunder shall be paid in gross amount, without reduction for any federal or state withholding or other payroll taxes, or any other governmental taxes or charges. CONTRACTOR is responsible for assuming and remitting any applicable federal or state withholding taxes, estimated tax payments, social security payments, unemployment compensation payments, or any other fees, taxes or expenses whatsoever.

## **6. WORK PERFORMANCE**

- 6.1 CONTRACTOR guarantees that all work performed shall be in accordance with this AGREEMENT and shall provide one (1) year warranty for all the work performed. Warranty shall begin one (1) year, from the time that CITY accepts the work, or the manufacturer's warranty period. In the event of failure of this warranty, CONTRACTOR shall take the necessary actions to correct the failure and the consequences thereof, at CONTRACTOR's sole expense, in the most expeditious manner as permitted by existing circumstances. If upon notification by CITY, CONTRACTOR does not promptly take the necessary corrective steps, CITY without waiving any other rights or remedies it may have at law or otherwise may correct the failure or cause other to do so and deduct from CONTRACTOR's monthly invoice the sum of the expenses and costs incurred in connection therewith.
- 6.2 CONTRACTOR shall be subject to liquidated damages for failure to commence performance of work as stipulated in the contract. Liquidated damages of Four Hundred Dollars (\$400) per day will be assessed for every calendar day that work does not commence.
- 6.3 CITY reserves the right to increase or decreases level of services as stated in the AGREEMENT, with thirty (30) days written notice to CONTRACTOR. The costs for such service adjustment shall be derived from the hourly rates for services as set forth in Exhibits PF-5 and PF-6.

## **7. AUDIT, RECORDS, INSPECTION AND ACCESS**

- 7.1 CONTRACTOR shall keep full and accurate records and accounts of all activities in connection with this AGREEMENT including without limitation reasonable substantiation of all expenses incurred based upon actual costs.
- 7.2 CITY or it's duly authorized representatives, shall have the right upon forty-eight (48) hours notice to CONTRACTOR, to audit and copy as desired all records, receipts, vouchers, payrolls, time sheets, time cards, expense reports, purchase orders, receiving reports, delivery tickets, vendor quotations, and data, journals and ledgers, data stored in computers, and all other data relating to the services rendered by CONTRACTOR under this AGREEMENT necessary to audit and verify charges by CONTRACTOR under this CITY contract.
- 7.3 CONTRACTOR shall retain and reserve all aforementioned documents and records, at no cost to CITY for a period of three (3) years, in a local office location in Southern California, following an audit of PROJECT cost, and grant secure all necessary access thereto.

## **8. PROJECT MANAGEMENT**

- 8.1 Anna Salguero shall be the Principal-in-Charge, and the full-time Facilities Manager designated by CONTRACTOR, shall assume ultimate responsibility for, and participate in, all activities.
- 8.2 Alberto Penate shall supervise the Facilities Manager, who in turn, shall oversee all staff and subcontractors assigned to AGREEMENT. CONTRACTOR shall not replace Anna Salguero, the designated Facilities Manager or other key staff without prior notice to CITY and subsequent written approval by CITY.

## **9. CONTRACTOR STATUS/SUBCONTRACTORS**

- 9.1 CONTRACTOR shall refrain from any action which would create or tend to create obligations, expressed or implied, on behalf of CITY, it being understood that CONTRACTOR is not and shall not be the legal representative or agent of CITY and that CONTRACTOR shall not be authorized to make any promise, warrant or representation except as specifically provided for this AGREEMENT or as otherwise agreed to in writing between the parties.
- 9.2 CITY shall have no liability to any subcontractor(s) for payment for service under this AGREEMENT or other work performed by CONTRACTOR, and any subcontract entered into by CONTRACTOR pursuant to the conduct of service under this AGREEMENT shall duly note that the responsibility

for payment for the service performed shall be the sole responsibility of CONTRACTOR.

- 9.3 CONTRACTOR will not replace subcontractors without prior notice to CITY and subsequent written approval by CITY.

## 10. TERMINATION

The CONTRACTOR's performance pursuant to the contract may be terminated in whole, or in part, by the City upon thirty (30) days written notice in the form of a "Notice of Termination" provided to the CONTRACTOR by the City. Upon receipt of such Notice, the CONTRACTOR shall cease all work immediately or on the date, if any, specified in the said Notice, whichever is later, and thereafter take all reasonable steps not to incur additional costs associated with the contract. The CONTRACTOR shall promptly submit its termination claim for payment to the CITY.

- 10.1 Termination may be commenced by the CITY upon the occurrence of any of the following events:

10.1.1 **Cancellation for Default** - Whenever the CONTRACTOR shall default in its performance of the contract and fails to cure such default within a period of ten (10) days after receipt from the City of a notice specifying the default. The City reserves the right to procure the articles of services from other sources and to hold the CONTRACTOR responsible for any excess costs incurred by the City. In addition, the CONTRACTOR will be required to perform the services for a minimum of six (6) months from the time the first request is granted and/or until the City is able to set a new CONTRACTOR in place; or,

10.1.2 **Termination for Convenience** - Whenever for any reason the CITY shall determine that such termination is at the convenience of, or in the best interest of the City. If the CITY elects to terminate the contract for its convenience, such termination shall be effective upon thirty (30) calendar days after delivery of said Notice to the CONTRACTOR, unless a later date is specified in the same Notice of Termination. The CITY shall, thereafter, pay the CONTRACTOR for maintenance services provided through the date of termination. Thereafter, the CONTRACTOR shall have no further claims or recourse against the CITY under the contract.

10.1.3 **Liability, Rights and Remedies** - Except for the provisions of item 1, the CONTRACTOR shall have no claims for any other loss, expense, or damages for terminating the Contract for the City's convenience.

**11. BUSINESS TAX REGISTRATION CERTIFICATE (BTRC)**

The selected proposer must provide evidence of a valid City of Los Angeles Business Tax Registration Certificate (BTRC) prior to contract execution. During the term of the contract the BTRC must remain in force.

**12. IDEMNIFICATION**

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any and all CITY's Agents, Employees, Assigns, and Successors in Interest from and against all suits and cause of action, claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person including CONTRACTOR's employees and agents, or damage of or destruction to any property of either party hereto or of third parties, arising in any manner by reason of, or incident to, the performance of this AGREEMENT on the part of CONTRACTOR or subcontractor under any tier.

**13. INSURANCE**

CONTRACTOR shall comply with all of the insurances requirements set forth in the RFP and under this AGREEMENT. Prior to contract execution, CONTRACTOR shall provide evidence of insurance coverage.

**14. WORKER'S COMPENSATION**

CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and that it will comply with such provisions at all such times as they may apply during the performance of the work under this AGREEMENT.

**15. STANDARD PROVISIONS FOR CITY CONTRACTS**

Hereby incorporated by reference into this AGREEMENT are the Standard Provisions for City Contracts, revised March 2009.

**16. CONTRACT MODIFICATIONS**

This AGREEMENT fully expresses all understanding of the parties concerning matters covered and shall constitute the total AGREEMENT. Except as may otherwise be provided herein, no addition to, or alternation, the parties, their

officers, agents or employees shall be valid unless made in the form of contract amendment, which must be approved by the Mayor and/or Council and executed by the parties.

## **17. MISCELLANEOUS**

- 17.1 Neither party assumes any liability for failure to fulfill the terms and conditions of this AGREEMENT caused by events beyond the reasonable control of each party. Such events, may include, but are not restricted to, the following: acts of God, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions strikes, freight embargoes, and unusually severe weather conditions, but in every case the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR or its subcontractors.
- 17.2 CONTRACTOR may not assign or subcontract this AGREEMENT, or any right, duty, or obligation existing hereunder, whether by operation of law or any other manner without the prior express written consent of CITY which shall neither be unreasonably withheld or delayed.
- 17.3 This AGREEMENT, the RFP, the PROPOSAL and all exhibits hereto contain the entire understanding between CONTRACTOR and CITY. No modification or addition to this AGREEMENT shall have any effect whatsoever unless set forth in writing and signed by both parties hereto. All modifications shall be done with contract amendments, which must be approved by Mayor and/or Council, and executed by all parties, as provided in Section 16.
- 17.4 All legal notices hereunder and communications with respect to this AGREEMENT shall be effective upon the mailing thereof by register or certified mail, return receipt requested and postage prepaid to the persons below:

### **CITY:**

Jaime de la Vega  
General Manager  
Department of Transportation  
City of Los Angeles  
100 S. Main St., 10<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 928-8470

### **CONTRACTOR:**

Michael Oddo  
President/CEO  
Metro Services Group  
5057 West Washington Blvd.  
Los Angeles, CA 90016  
(310) 995-8950

- 17.5 Written cost estimates, work authorizations and similar project related communications will be exchanged between the following named below:

**CITY:**

Rene M. Sagles, Sr. MA II  
Parking Facilities Division  
Department of Transportation  
City of Los Angeles  
100 S. Main St., 10<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 972-8464

**CONTRACTOR:**

Alberto Penate, Los Angeles  
Branch Manager  
Metro Services Group  
5057 W. Washington Blvd.  
Los Angeles, CA 90016  
(310) 857-8611

- 17.6 This AGREEMENT shall be binding on and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.
- 17.7 In the event that either party brings suit to enforce the provisions of this AGREEMENT, the prevailing party shall be entitled to recover its reasonable cost and attorney's fees.
- 17.8 This AGREEMENT shall be governed by the law of the State of California, excluding the conflict of law rules of that State.
- 17.9 At the end of this contract, the CITY will conduct an evaluation of the CONTRACTOR's performance. The CITY may also conduct evaluations of the CONTRACTOR's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of work product or service performed; the timeliness of the performance; the CONTRACTOR's compliance with budget requirements, and the expertise of personnel that the CONTRACTOR assigns to the contract. The 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 CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks with awarding other personal services contracts.


In witness thereof, the authorized parties have below signed:

**METRO SERVICES GROUP:**

  
Michael Oddo, President/CEO

Date: 05-31-12

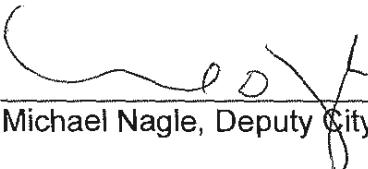
**CITY OF LOS ANGELES:**

  
Jaime de la Vega, General Manager  
Department of Transportation

Date: 06/12/12

**APPROVED AS TO FORM AND LEGALITY:**

Carmen A. Trutanich  
City Attorney

  
Michael Nagle, Deputy City Attorney

Date: 6/7/12

ATTEST:  
June Lagmay  
City Clerk

  
Deputy City Clerk



Date: 6/13/12

Contract Number: C-120510

Council File: \_\_\_\_\_

## SCOPE OF SERVICES

### 1. RECURRING Cleaning Services

Unless otherwise specified, the following cleaning services shall be performed in accordance with the attached listing of the ninety-four (94) off-street non-operated parking facilities and recommended frequency shown in **Exhibit PF-4**. Please note that the services listed below are designated as either 'Fixed Cost' or 'Variable Cost'. Fixed costs are associated with those services with a designated work schedule, while variable costs are associated with those services without a designated work schedule. Any work which LADOT deems to be highly specialized nature, LADOT reserves the right to request that the selected proposer provide up to three (3) separate cost estimates for such work and obtain LADOT approval before scheduling and performing such work.

- a. **Sweeping (Fixed Cost)** - Contractor shall sweep the off-street parking facilities using a motorized sweeping machine. Areas not readily accessible to the sweeper will be cleaned by muffled backpack blowers consistent with the City's Leaf Blower Ordinance. Loose debris, broken glass, sand, leaves and trash will be picked up and collected into a pick-up truck for later disposal. Contractor shall manually clean all areas such as stairways, walkways and behind wheel-stops that are not accessible to the sweeping machine. Also included are weed removal and planter cleaning.
- b. **Public Sidewalks Abutting the Lots** - Public sidewalks shall be kept free from debris.
- c. **Drain and Catch Basin Maintenance** - All drains and catch basins shall be cleaned twice a year during the months of May and November
- d. **Trash and Bulky Item Removal (Fixed Cost)** – Contractor shall empty trash receptacles at each visit and replace plastic liners as needed. Contractor shall remove bulky items such as abandoned furniture and construction materials within 24 hours of discovery. The trash and debris shall be disposed of at certified dump sites.

- e. **Light Fixtures (Variable Cost)** – Contractor shall clean all facility light covers and reflectors at least once a year as per schedule or as deemed necessary by LADOT.

## 2. **RECURRING Landscape Maintenance**

Unless otherwise specified, the following landscape maintenance shall be performed in accordance with the attached listing of seventy-five (75) off-street parking facilities and recommended frequency shown in **Exhibits PF-2 and PF-3**. Please note that the services listed below are designated as either 'Fixed Cost' or 'Variable Cost'. Fixed costs are associated with those services with a designated work schedule, while variable costs are associated with those services without a designated work schedule or on an as-needed basis. Any work which LADOT deems to be of a highly specialized nature, LADOT reserves the right to request that the selected proposer provide up to three (3) separate cost estimates for such work and obtain LADOT approval before scheduling and performing such work.

- a. **General Cleanup (Fixed Cost)** - The Contractor shall be responsible for removal of trash, weeds, leaves, grass, branches, clippings, trimmings, and other debris from areas on and around off-street parking lots as well as all landscaped areas, curbs, gutter expansion joints, lot walkways, and sidewalks adjacent to the parking lots. No use of gasoline-powered leaf blowers shall be permitted. Electric leaf blowers may be used. This trash and debris shall be bagged and trucked to a proper disposal site.
- b. **Shrub Pruning (Fixed Cost)** – Shrub pruning shall be performed on a monthly basis.
- c. **General Tree Care (Fixed Cost)** -
  - i. Sucker Removal - all suckers, lateral growth and water sprouts to be removed monthly.
  - ii. Hand Watering - If no sprinkler exists in tree planter, trees shall be hand watered during each visit or as required during the winter months.

- d. **Weed Control (Fixed Cost)** - Control weed growth in ground cover shrub beds and tree planters twice a month. Weeds will be removed from all planter areas. Methods for removal can include hand removal, cultivation, or chemical eradication.
- e. **Shrubby and Ground Cover Trimming (Variable Cost)** - Restrict growth of shrubbery and ground cover to areas behind curbs and walkways, and within planter beds. Vines shall be trimmed or staked to clear walkways.
- f. **Tree Trimming and Care (Variable Cost)** - Shape, trim, and prune all trees once a year throughout the grounds. Tree trimming shall be coordinated with LADOT so as not to disrupt off-street parking operations.
  - i. Removal/Cutting of Branches - Remove all dead, broken, insect-infested and damaged branches. Cuts must be flush with the parent limb or trunk to promote proper healing. Any cuts exceeding one and one half (1½) inches shall be treated with wound dressing.
  - ii. Maintaining Clearances - Maintain nine (9) foot clearances for branches overhanging walks and fourteen (14) foot clearances for branches overhanging curb lines into the paved sections of the lots. Trimming of the trees should also provide adequate clearance for any obstructed traffic control and lot identification signage and light standards on the parking lot.
  - iii. Shortening of Limbs - Shorten the length of limbs which extend beyond the natural perimeter of an otherwise symmetrical form.
  - iv. Vine Removal - Vines shall be removed from all trees. Vine tendrils shall be removed in a manner which does not injure trees or cause scarring of low branches and tree trunks.
  - v. Debris Removal - Tree trimming debris shall be removed from the lot on the day of the pruning.

- vi. Final Pruning Cuts - Final pruning cuts shall be made without leaving a stub. They shall be made in such a manner to favor the earliest covering of the wound by callus growth. This requires that the wound be as small as practicable, and the cut be reasonably flush within the shoulder ring area and that the tissues at the edge of the cut be alive and healthy. Extremely flush cuts which produce large wounds and weaken the tree at the cut shall not be made.
- g. **Pest Control (Variable Cost)** - Control pests once a year. Notify LADOT prior to application of chemical substance to the planters.
  - i. Chemical Application - All work involving use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License and the filing of Material Safety Data Sheets (MSDS) with LADOT are required prior to chemical application.
  - ii. Permits - All chemicals requiring a special permit for use must be registered by the Contractor with the appropriate government offices. A permit must be obtained prior to application of chemicals to the planters. A copy of this permit shall be sent to LADOT prior to application.
  - iii. Compliance with Regulations - The Contractor will adhere to all regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California.
- h. **Fertilization (Variable Cost)** - Apply fertilizer twice a year during the months of May and November to provide a healthy color in all plants with foliar feeding, as applicable. Fertilizer should be balanced inorganic 16-6-8 ration with trace elements or as recommended by the Contractor subject to approval by LADOT. Contractor shall provide LADOT with the schedule of fertilizer application on each off-street parking lot.

- i. **Irrigation (Variable Cost)** - Irrigate, including hand watering and bleeding of valves once a year, to maintain adequate growth rate and appearance. Irrigation controllers shall be regulated to include the following:
  - i. Line Conditions - Monitor all systems within jurisdiction of this specification and correct for: coverage, adjustment, clogging of lines and removal of obstacles, including plant materials which obstruct the spray. Control valve boxes are to be unobstructed.
  - ii. Excess Water Conditions - Check and adjust sprinkler heads causing excessive run-off, including slope areas, or which spray directly onto roadways, pavings, or walkways within or adjacent to the municipal off-street parking lots.
  - iii. Notification of Need for Repair or Replacement - Contractor shall inform LADOT immediately of any leaking or defective or deficient valves or valve boxes, lines, risers, sprinklers, pipes and automatic controllers or any other sprinkler system component.
- j. **Testing of Backflow Devices (Variable Cost)** - Contractor is required to test backflow devices at certain lots designated by the Los Angeles County Flood Control Department once a year to satisfy the requirements of the Los Angeles County Flood Control Department.
- k. **The Contractor Recommended Improvements and Estimates** - Within thirty (30) days of commencing the General Recurring and Appurtenant Maintenance, the Contractor shall provide a written evaluation of each municipal off-street parking lot to LADOT with recommendations for improvements to the lots. The evaluation shall include, but not be limited to, the status of plants, shrubs, ground cover, sprinkler system and tree replacement. The written evaluation shall also include a cost estimate and implementation schedule of all improvements including labor, plants, materials and tree replacement cost. Acting on this advice shall be at LADOT's discretion.

### 3. **As-Needed Improvements**

The As-Needed Improvements to be performed shall include the furnishing of all labor, materials and equipment, to repair, replace or install various components. The management component is considered 'Fixed Costs' and all services listed below are designated as 'Variable Cost'. This is because these services will be performed on an intermittent or as-needed basis. Any work which LADOT deems to be of a highly specialized nature, LADOT reserves the right to request that the selected proposer provide up to three (3) separate cost estimates for such work and obtain LADOT approval before scheduling and performing such work.

LADOT shall provide written authorization to the Contractor to perform the As-Needed work including, but not limited to, repairs, replacements, or improvements in order to add new, modify existing, or refurbish existing landscaping and/or irrigation systems, etc. Work resulting from Contractor's negligence shall NOT be considered As-Needed Improvements and shall be performed and paid for by the Contractor.

Additional improvements, repairs and replacements shall include, but not be limited to, the following and shall be performed on an as-needed basis.

- a. **Irrigation System Repair (Variable Cost)** - Contractor shall repair or replace as needed sprinkler heads, valve boxes, lines, risers, automatic controllers and other components of the irrigation system.
  - i. Irrigation Replacement Requirements - Replacement components shall be of original materials. If the original materials are not available, substitutes can be used subject to approval by LADOT.
  - ii. Standards - All materials and workmanship shall be in accordance with applicable City Plumbing ordinances, except when the provisions of these specifications exceed such requirements.
  - iii. Replacement Schedule - Replacement of any damaged, missing, or leaking sprinkler components shall be within five (5) working days after Contractor's discovery of said items or written/telephonic notification thereof by LADOT. Any sprinkler

component damaged by Contractor shall be replaced by Contractor at Contractor's expense.

- b. **Shrub and Ground Cover Replacement (Variable Cost)** - All damaged, diseased (untreatable), or dead shrubs and ground covers will be replaced. Replacement must occur within two (2) weeks time or in accordance with a time frame approved by LADOT. They will be replaced with the similar materials and be of similar size unless otherwise notified in writing by LADOT. No plant known to be toxic to humans may be used. Contractor guarantees all plants planted by Contractor for ninety (90) days after planting. Any plant damaged or removed by Contractor shall be replaced by Contractor at Contractor's expense.
- c. **Tree Replacement (Variable Cost)** - Any permanently damaged tree shall be replaced with the identical species of the permanently damaged tree. The replacement shall be a minimal 24-inch boxed container size specimen. Substitutions will require written approval by LADOT. Contractor shall guarantee the life of the replacement tree for a period of not less than ninety (90) days. Any tree permanently damaged or destroyed through negligence or by willful misconduct of the Contractor shall be replaced by the Contractor at the Contractor's expense.

Contractor shall stake and support all replacement trees with the following:

- i. Treated Tree Stakes - Tree stakes shall be treated badge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon sizes. There shall be no less than two (2) stakes per tree.
- ii. Guy wires - Guy wires shall be installed where required and plant ties will be pliable, zinc-coated ten (10) gauge wire and two (2) ties per tree.
- iii. Hose Covering - Hose for covering wire will be either new or used garden hose at least one-half inch ( $\frac{1}{2}$ ") in diameter. Hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch of tree trunk being secured.
- iv. Proximity of Stakes - Stakes will not be placed closer

than eight (8) inches from the trunk of the tree.

- v. Check Stakes and Ties - Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and re-tied to prevent girdling.

- d. **Lighting System Improvement (Variable Cost)** - Contractor shall be familiar with the operation and maintenance requirements of each facility's electrical system including the master controls and photo cells that operate the light timing systems.

Contractor shall be responsible for procuring all approved bulbs/elements, electrical supplies and light standard replacements. Contractor shall be responsible for replacing burned light bulbs/lighting elements for parking lot lighting. Light bulbs shall be replaced when identified as burned out or if the safety of parking patrons and employees is affected. Contractor shall repair and maintain all wiring, conduit and pull boxes for the station electrical system and shall inspect all photocells at least annually to ensure satisfactory operation.

Contractor is responsible for replacing or repairing all damaged light standards and foundations. Should it be necessary to order additional standards or major lighting components, LADOT must first authorize the purchase, and the materials and installation labor shall be invoiced as a separate cost item.

- e. **Graffiti Removal (Variable Cost)** - Contractor shall remove graffiti that has been marked on signage, wheel stops, lighting poles, dumpsters, and on other areas within the off-street parking facility within 24 hours of discovery. If the damage is more than 30 square feet in area or affects the facility's public art project, Contractor shall consult with LADOT prior to removal. All graffiti shall be reported to LADOT. Contractor must be prepared to use appropriate solvents/power wash on fixture surfaces or sandblasting for concrete surfaces as necessary. Where cement stucco and concrete block is exposed, a clear anti-graffiti coating is applied as part of the station construction specifications. This fact should be noted by Contractor when cleaning graffiti from these surfaces, and the Contractor shall comply with all manufacturers' instructions for graffiti removal.

- f. **Response Time and Staffing for As-Needed Improvements** - Contractor shall respond within the timetable established by LADOT and shall provide the necessary staffing to accomplish the Additional Work. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by any means available to perform the Additional Work. There shall be no obligation by the City to the Contractor on any basis for damages, should the City elect to perform As-Needed Improvements through any other contractor or City forces.
- g. **Written Estimates for As-Needed Improvements** - Prior to performing any As-Needed Improvements specified herein, the Contractor shall, in a timely manner, prepare and submit a written description of the work with an estimate based on Contractor's bid price for tree trimming, landscape labor, irrigation labor, and/or Contractor's wholesale cost for materials, plants, and trees in addition to Contractor's bid percentage markup. LADOT reserves the right to request from Contractor receipts of wholesale cost for materials, plants and trees purchased for the Additional Work. **NO ADDITIONAL WORK SHALL COMMENCE WITHOUT WRITTEN AUTHORIZATION FROM DOT.** As-Needed Improvement work shall commence on a timetable established by LADOT and the Contractor shall diligently proceed to complete the work within the time allotted.
- h. **Compensation and Invoices for As-Needed Improvements** - Compensation for As-Needed Improvements shall be at the Contractor's bid price for landscape labor, irrigation labor and care rates. Materials, plants and trees shall be at Contractor's wholesale cost plus Contractor's markup as bid. Upon completion of any As-Needed Improvements, Contractor shall submit an invoice to DOT itemizing the costs of said As-Needed Improvements. Contractor shall submit all receipts for as-needed materials, plants or trees and copies of time sheets for staff time or additional labor with Contractor's invoice for As-Needed Improvements.

Any work not provided for elsewhere shall be considered as Additional Work and shall be paid pursuant to Contractor's bid price for labor and materials costs and markup percentage, as bid.

- i. **Permits for As-Needed Improvements** – Contractor shall obtain all necessary permits required by the City for any As-Needed Improvements that may require a permit.
- j. **Written Approval For Maintenance Service** – The Contractor shall not schedule, provide, or render any maintenance services to LADOT unless authorized and approved in writing by the Division Head of the Off-Street Parking Division. The Contractor shall not be paid for maintenance services to any off-street parking facility without said written paid authorization by the Division Head of the Parking Facilities Division.

Contractor will not be responsible for pothole repairs, removal of homeless encampments, repairs to damaged fences, walls or other structures. However, Contractor will be responsible to immediately report within forty-eight (48) hours all such damage and unauthorized use of the lots to LADOT.

## LADOT OFF-STREET PARKING FACILITIES

No.	DOT Lot No.	Street Address	Community	ZIP	Rvnu Equip / Operator	Total Spaces	Facility Type	Grnd Area in Sq. Ft.	Cleaning Frequency	Trash Cans	Landscape Maint Frequency
1	601	14401 Friar St.	Van Nuys	91401_2125	GSD	237	Structure	43,340	-	-	Weekly
2	602	11320 Chandler Blvd.	North Hollywood	91601_3118	Metered	46	Surface Lot	13,031	Weekly	2	-
3	609	14521 Friar St.	Van Nuys	91401_2309	GSD	76	Surface Lot	29,700	-	-	Weekly
4	610	14532 Gilmore St.	Van Nuys	91411	GSD	138	Surface Lot	50,765	-	-	Weekly
5	613	2010 S. Pisani Pl.	Venice	90291_3817	Free	55	Surface Lot	25,380	Bi-Weekly	3	-
6	614	728 S. Cochran Ave.	Miracle Mile	90036_3813	Pay Station	41	Surface Lot	39,150	Weekly	3	Weekly
7	616	1411 Electric Ave.	Venice	90291_3733	Free	29	Surface Lot	9,216	Bi-Weekly	3	Weekly
8	617	1511 Electric Ave.	Venice	90291_3735	Free	22	Surface Lot	11,200	Bi-Weekly	3	Weekly
9	618	7134 Remmet Ave.	Canoga Park	91301_2015	Free	19	Surface Lot	7,500	Bi-Weekly	2	Weekly
10	619	1451 Gardner St.	Hollywood	90046_3408	Metered	22	Surface Lot	26,725	Weekly	2	Weekly
11	620	14607 Sylvan St.	Van Nuys	91411_2327	GSD	53	Surface Lot	24,000	-	-	Weekly
12	621	7120 Baird Ave.	Reseda	91335_4128	Free	81	Surface Lot	33,600	Bi-Weekly	3	Weekly
13	622	7131 Canby Ave.	Reseda	91335_4304	Free	62	Surface Lot	25,994	Bi-Weekly	2	Weekly
14	623	8707 S. Menlo Ave.	Vermont Vista	90044_4813	Free	77	Surface Lot	31,680	Bi-Weekly	4	-
15	624	7222 Baird Ave.	Reseda	91335	Free	78	Surface Lot	33,573	Bi-Weekly	6	Weekly
16	625	3416 W. 43rd St.	Leimert Park	90008_4906	Metered	173	Surface Lot	14,859	Twice a week	7	Weekly
17	626	3328 W. 43rd St.	Leimert Park	90008_4570	Metered	105	Surface Lot	12,320	Twice a week	4	Weekly
18	627	11231 Magnolia Blvd.	North Hollywood	91601_3703	Pay Station	47	Surface Lot	15,000	Weekly	3	Weekly
19	628	2418 Daly St.	Lincoln Heights	90031_2221	Pay Station	28	Surface Lot	9,617	Weekly	2	Weekly
20	629	14591 Dickens St.	Sherman Oaks	91403_3765	GSD	198	Structure	15,000	-	-	-
21	630	14517 Erwin St.	Van Nuys	91411_2341	GSD	75	Surface Lot	28,000	-	-	Weekly
22	631	14402 Gilmore St.	Van Nuys	91401_1429	GSD	68	Surface Lot	30,000	-	-	Weekly
23	632	5345 11th Ave.	Hyde Park	90043_4817	Free	32	Surface Lot	15,000	Weekly	2	Weekly
24	633	5407 11th Ave.	Hyde Park	90043_2511	Free	32	Surface Lot	15,000	Bi-Weekly	2	Weekly
25	634	5701 11th Ave.	Hyde Park	90043_2501	Free	36	Surface Lot	16,313	Bi-Weekly	2	Weekly
26	635	119 N. Ave. 56	Highland Park	90042_4116	Metered-Free	84	Surface Lot	34,875	Bi-Weekly	5	-
27	636	5712 E Marmion Wy	Highland Park	90042_4206	Metered-Free	62	Surface Lot	21,845	Bi-Weekly	2	-
28	637	124 N. Ave. 59	Highland Park	90042_4208	Metered-Free	36	Surface Lot	13,500	Bi-Weekly	2	-
29	638	120 S. Ave. 58	Highland Park	90042_4704	Metered	28	Surface Lot	7,244	Weekly	2	-
30	639	116 S. Ave. 56	Highland Park	90042_4608	Metered-Free	45	Surface Lot	17,525	Bi-Weekly	3	-
31	640	7130 Darby Ave.	Reseda	91335	Free	46	Surface Lot	20,825	Bi-Weekly	2	Weekly
32	641	462 W. 9th St.	San Pedro	90015_1504	Metered	102	Surface Lot	14,000	Weekly	4	Weekly
33	642	1421 S. Wooster St.	Crestview	90035_3406	Pay Station	49	Structure	9,600	Twice a week	5	-
34	643	1147 Echo Park Ave.	Echo Park	90026_4212	Pay Station	37	Surface Lot	7,006	Twice a week	3	-
35	644	7219 Remmet Ave.	Canoga Park	91303_1532	Metered	18	Surface Lot	12,962	Weekly	2	Weekly
36	645	1540 Purdue Ave.	West LA	90025_3105	Pay Station	37	Surface Lot	15,600	Weekly	2	-
37	646	3528 Larga Ave.	Atwater Village	90039_1926	Free	38	Surface Lot	13,500	Bi-Weekly	3	Weekly
38	647	474 W. 8th St.	San Pedro	90014_3002	Metered	41	Surface Lot	13,994	Weekly	2	Weekly
39	649	1533 N Schrader Blvd	Hollywood	90028_7203	PCI	55	Surface Lot	21,422	-	-	Weekly
40	650	928 Marine Ave.	Wilmington	90744_4415	Free	40	Surface Lot	15,300	Bi-Weekly	2	Weekly
41	651	1516 Barry Ave.	West LA	90025_2904	Pay Station	20	Surface Lot	9,000	Weekly	2	-
42	652	1530 Butler Ave.	West LA	90025_3002	Metered	43	Surface Lot	12,500	Weekly	2	-
43	653	1547 Corinth Ave.	West LA	90025_3201	Pay Station	38	Surface Lot	11,500	Weekly	2	Weekly
44	654	1611 Beloit Ave.	West LA	90025_3106	Metered	20	Surface Lot	16,800	Weekly	2	-
45	655	11312 Idaho Ave.	West LA	90025_3108	Pay Station	17	Surface Lot	6,750	Weekly	2	-
46	656	1615 Colby Ave.	West LA	90025_3013	Pay Station	33	Surface Lot	14,390	Weekly	3	-
47	657	221 Avenue 22	Lincoln Heights	90031_2206	Free	40	Surface Lot	15,500	Bi-Weekly	3	Weekly
48	658	216 Avenue 24	Lincoln Heights	90031_2210	Metered	60	Surface Lot	12,600	Weekly	2	Weekly
49	659	2334 Daly St.	Lincoln Heights	90031_2263	Pay Station	80	Surface Lot	8,769	Twice a week	4	Weekly
50	660	154 Ave. 24	Lincoln Heights	90031_2256	Pay Station	51	Surface Lot	14,400	Twice a week	3	Weekly
51	661	2416 Workman St.	Lincoln Heights	90031_2320	Free	46	Surface Lot	16,500	Bi-Weekly	2	-
52	662	1152 Lemoyne St.	Echo Park	90026_3207	Metered	73	Surface Lot	14,850	Twice a week	4	-
53	663	1146 Logan St.	Echo Park	90026_3211	Metered	34	Surface Lot	7,000	Twice a week	3	-
54	664	4883 Navarro St.	El Sereno	90032_2228	Free	30	Surface Lot	12,250	Bi-Weekly	2	-
55	665	323 W. 87th St.	Vermont Vista	90003_3313	Free	65	Surface Lot	31,347	Bi-Weekly	3	-

No.	DOT Lot No.	Street Address	Community	ZIP	Rvnu Equip / Operator	Total Spaces	Facility Type	Grnd Area in Sq. Ft.	Cleaning Frequency	Trash Cans	Landscape Maint Frequency
56	668	5058 Meridian St	Eagle Rock	90042_1723	Metered	45	Surface Lot	24,500	Weekly	2	-
57	669	5033 Lincoln Ave.	Eagle Rock	90042_2343	Metered	42	Surface Lot	29,122	Weekly	2	-
58	670	1710 Cherokee Ave.	Hollywood	90028_4818	PCI	386	Structure	49,385	- -	-	-
59	671	672 S Detroit St.	Miracle Mile	90036_4102	Pay Station	50	Surface Lot	23,255	Weekly 3	3	Weekly
60	672	124 S. Ave. 57	Highland Park	90042_4702	Metered-Free	32	Surface Lot	13,125	Bi-Weekly	2	Weekly
61	673	117 S. Ave. 58	Highland Park	90042_4703	Metered-Free	32	Surface Lot	14,030	Bi-Weekly	2	Weekly
62	674	7220 Jordan Ave.	Canoga Park	91303	Free	35	Surface Lot	10,994	Bi-Weekly	2	Weekly
63	675	4642 Russell Ave.	Los Feliz	90027_4240	Pay Station	32	Surface Lot	12,251	Weekly 4	4	Weekly
64	676	1146 Glendale Blvd.	Echo Park	90026	Metered	9	Surface Lot	3,974	Weekly 1	1	-
65	678	8509 S. Broadway	Vermont Vista	90003_3334	Free	61	Surface Lot	22,800	Bi-Weekly	3	Weekly
66	679	1711 Sunset Blvd.	Echo Park	90026_3224	Metered	14	Surface Lot	10,170	Twice a week 2	2	Weekly
67	680	1036 Broxton Ave.	Westwood	90024_2824	GSD	366	Structure	29,072	- -	-	-
68	681	15216 Sunset Blvd.	Pacific Palisades	90272_3611	Pay Station	25	Surface Lot	75,200	Weekly 2	2	-
69	682	318 N. Breed St.	Boyle Heights	90033_1802	Pay Station	28	Surface Lot	48,285	Twice a week 2	2	Weekly
70	683	445 W. 5th St.	San Pedro	90013_1001	Metered	26	Surface Lot	11,882	Weekly 2	2	Weekly
71	684	460 W. 7th St.	San Pedro	90014_1602	Pay Station	85	Surface Lot	47,250	Weekly 4	4	Weekly
72	685	2386 Malcolm Ave.	Rancho Park	90064_2206	Pay Station	19	Surface Lot	10,150	Weekly 1	1	Weekly
73	686	5063 Caspar Ave.	Eagle Rock	90041_1967	Metered	29	Surface Lot	5,909	Weekly 3	3	Weekly
74	687	7141 Remmet Ave.	Canoga Park	91303_2016	Free	21	Surface Lot	7,244	Bi-Weekly	2	Weekly
75	688	1156 Clark Dr.	Crestview	90035_1400	Pay Station	27	Structure	13,380	Twice a week 4	4	-
76	689	8866 Pico Blvd.	Crestview	90035_3302	Pay Station	39	Surface Lot	17,578	Weekly 2	2	Weekly
77	690	12225 Ventura Blvd	Studio City	91604_2519	GSD	397	Structure	41,859	- -	-	Weekly
78	691	682 S. Vermont Ave.	Wilshire Center	90005_1348	GSD	65	Surface Lot	24,600	- -	-	Weekly
79	692	601 S. Vermont Ave.	Wilshire Center	90005_1347	Metered	57	Surface Lot	15,000	Weekly 3	3	Weekly
80	694	209 N Larchmont Blvd	Hancock Park	90004_3706	Pay Station	34	Surface Lot	15,312	Weekly 4	4	-
81	695	123 N. Ave. 57	Highland Park	90042_4115	Metered-Free	38	Surface Lot	16,875	Bi-Weekly	2	Weekly
82	696	835 Avalon Blvd.	Wilmington	90744_4501	Free	14	Surface Lot	6,750	Bi-Weekly	2	Weekly
83	697	2332 Workman St.	Lincoln Heights	90031_2616	Free	26	Surface Lot	13,200	Bi-Weekly	2	Weekly
84	698	2367 Prosser Ave.	Century City	90064_2323	Pay Station	28	Surface Lot	19,476	Weekly 2	2	Weekly
85	699	529 11th St.	San Pedro	90015_2308	Free	40	Surface Lot	18,900	Bi-Weekly	2	Weekly
86	700	239 W. 86th Pl.	Vermont Vista	90003_3307	Free	21	Surface Lot	8,640	Bi-Weekly	2	-
87	701	2150 Dell Ave.	Venice	90291_4526	PCI	150	Surface Lot	78,269	- -	-	Weekly
88	702	1625 N. Vine St.	Hollywood	90028_8802	TBD	457	Structure		under	-	-
89	703	123 S Robertson Blvd	Carthay	90048_3207	GSD	334	Structure	23,616	- -	-	-
90	704	7128 Jordan Ave.	Canoga Park	91303	Metered	37	Surface Lot	19,800	Weekly	2	Weekly
91	705	21901 W Costanso St	Woodland Hills	90015	Pay Station	29	Surface Lot	37,200	Weekly	2	-
92	707	2377 Midvale Ave.	Rancho Park	90064_2103	Pay Station	40	Surface Lot	10,922	Twice a week	4	Weekly
93	711	3528 Garden Ave.	Atwater Village	90039_1922	Free	34	Surface Lot	13,500	Bi-Weekly	3	Weekly
94	712	7246 Baird Ave.	Reseda	91335	Free	34	Surface Lot	15,000	Bi-Weekly	2	Weekly
95	713	249 N. Chicago St.	Boyle Heights	90033_2906	Pay Station	69	Surface Lot	27,150	Weekly -	-	Weekly
96	715	2371 Overland Ave.	Century City	90064_2209	Pay Station	27	Surface Lot	19,970	Weekly	2	Weekly
97	725	7117 Remmet Ave.	Canoga Park	91303_2016	Free	17	Surface Lot	7,500	Bi-Weekly	2	Weekly
98	731	200 N. Venice Blvd.	Venice	90015_3532	PCI	177	Surface Lot	101,433	- -	-	Weekly
99	732	218 N Larchmont Blvd	Hancock Park	90004_3707	GSD	167	Structure	19,224	- -	-	-
100	735	396 W 6th St.	San Pedro	90731_2622	Pay Station	50	Surface Lot	11,760	Weekly	3	Weekly
101	740*	301 S. Main St.	Venice	90291_2523	PCI-Pay Station	42	Surface Lot	12,768	Weekly	1	Weekly
102	742	1637 N. Wilcox Ave.	Hollywood	90028_6205	PCI	149	Surface Lot	45,674	- -	-	Weekly
103	744	8463 S. Vermont Ave.	Vermont Knolls	90044_3448	Pay Station	23	Surface Lot	8,800	Weekly	2	Weekly
104	745	6801 Hollywood Bl.	Hollywood	90028	NSP	3021	Structure	216,100	- -	-	-
105	747	5000 N Vineland Ave	North Hollywood	91601	Metered-Free	73	Surface Lot	19357	Bi-Weekly	4	-
106	748	11010 Santa Monica Bl	West LA	90025	Pay Station	24	Surface Lot	10,500	Weekly	2	Weekly
107	749	4702 W Washington	Longwood	90016	Free	7	Surface Lot	4,600	Bi-Weekly	1	Weekly
108	750	4600 W Washington	Longwood	90016	Free	22	Surface Lot	11,500	Bi-Weekly	2	Weekly
109	751	4601 W Washington	Lafayette Square	90019	Free	60	Surface Lot	24,300	Bi-Weekly	2	Weekly
110	752	6265 Sylmar St.	Van Nuys	91401	GSD	302	Structure	38810	- -	-	-
111	753	414 E Temple St	Downtown	90012	GSD	397	Surface Lot	30342	- -	-	-
112	755	237 S. Los Angeles St	Downtown	90012	GSD	63	Surface Lot	22,000	- -	-	-
113	761	1608 S. Pacific Ave.	Venice	90291_5112	Pay Station	14	Surface Lot	6,300	Weekly	1	Weekly

No.	DOT Lot No.	Street Address	Community	ZIP	Rvnu Equip / Operator	Total Spaces	Facility Type	Grnd Area in Sq. Ft.	Cleaning Frequency	Trash Cans	Landscape Maint Frequency
114	762	15314 W. Dickens St	Sherman Oaks	91403	Pay Station	42	Surface Lot	12,500	Weekly	2	-
115	763	101 N. Judge John Aiso St	Downtown	90012	TBD	300	Structure	50,000	under construction		-
116	764	4318 Degnan Blvd.	Leimert Park	90008_4570	Pay Station	93	Surface Lot	30,700	Weekly	2	Weekly
117	799	14758 Ventura Blvd.	Sherman Oaks	91403_3542	Pay Station	20	Surface Lot	15,600	Weekly	2	Weekly

**Notes:** GSD: General Services Department of City of Los Angeles

PCI: Parking Concepts, Inc.

TBD: Under Construction/Operator TBD

NSP: New South Parking

\* Services required during non-summer months only

\*\* Pay Station with free short-term parking


Cleaning and Landscape Maintenance: 63 Facilities

Cleaning Services only: 31 Facilities

Landscape Maintenance only: 12 Facilities

No Recurring Services: 11 Facilities

NOTE: "-" denotes no service provided or required.

**EXHIBIT PF-5**  
**Off-Street Parking Facilities**  
**Prime/Sub-Contractor Combined Fixed Costs**

FIXED COSTS	Contractor OR SubContractor	Hourly Rate	Estimated Weekly Hours Wk'd	Estimated Weekly Costs	Year 1 Total Cost	Year 2 through Year 5
<b>Management</b>						<p>LADOT will calculate the Total Cost for Years 2 through 5 based upon yearly adjustments equal to the adjustment to the CPI (as defined hereafter). As used herein, the defined term "CPI" shall mean the Consumer Price Index for All Items, All Urban Consumers for the Los Angeles-Riverside-Orange County, California Area published by the Bureau of Labor Statistics of the U.S. Department of Labor</p>
Salaries and Related Costs:						
- Facilities Mgr Salary		22.00	40	880.00	45,760.00	
- Other Staff Salary		25.20	56	1,411.20	73,382.40	
- Employee Benefits		7.62	96	731.52	38,039.04	
- Other (e.g., Payroll Taxes - Explain)		4.28	96	410.78	21,360.77	
Total Salaries & Related Costs			288	3,433.50	178,542.21	
Expenses:						
- Office Expense/Supplies					0	
- Insurance (e.g., Gen Liability)					inc above	
Total Expenses					0	
<b>Total Management Costs</b>					\$ 178,542.21	
<b>Services</b>	Contractor OR Sub-Contractor	Per Svc Rate	Est Wkly Hrs Worked	Estimated Wkly Cost	Year 1 Total Cost	
<b>Recurring Cleaning Services:</b>						
- Sweeping		29.50	120.88266	3,566.04	185,434.00	
- Trash & Bulky Item Removal		29.50	55	1,622.50	84,370.00	
<b>Total Recurring Cleaning Costs</b>					\$ 269,804.00	
<b>Services</b>	Contractor OR Sub-Contractor	Per Svc Rate	Est Wkly Hrs Worked	Estimated Wkly Cost	Year 1 Total Cost	
<b>Recurring Landscaping Maintenance:</b>						
- General Cleanup		29.50	70	2,065.00	107,380.00	
- Shrub Pruning		29.50	10	295.00	15,340.00	
- General Tree Care		29.50	8	236.00	12,272.00	
- Weed Control		29.50	10	295.00	15,340.00	
<b>Total Recurring Landscape Costs</b>					\$ 150,332.00	
<b>TOTAL COMBINED SERVICES FIXED COSTS</b>					\$ 598,678.21	

**EXHIBIT PF-6**  
**Off-Street Parking Facilities**  
**Unit Costs Per Designated Variable Services**

	LABOR COST	MATERIALS COST	TOTAL UNIT COST
<b><u>RECURRING CLEANING:</u></b>			
Light Fixtures	55.00	12.00	67.00
<b><u>RECURRING LANDSCAPE MAINTENANCE:</u></b>			
Shrubby and Ground Cover Trimming	53.00	8.00	61.00
Tree Trimming and Care	53.00	8.00	61.00
Pest Control	53.00	27.00	80.00
Fertilization	53.00	18.00	71.00
Irrigation	43.50	28.00	71.50
Testing of Backflow Devices	43.50	25.00	68.50
<b><u>AS-NEEDED IMPROVEMENTS:</u></b>			
Irrigation System Repair	43.50	85.00	128.50
Shrub and Ground Cover Replacement	53.00	36.80	89.80
Tree Replacement	212.00	342.70	554.70
Lighting System Improvement	220.00	300.00	520.00
Graffiti Removal	55.00	12.00	67.00
<p>Note 1: All costs should be quoted as per single incident.</p> <p>Note 2: CPI (Consumer Price Index) increases will apply to contract years 2 through 5.</p>			

# CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: 5/14/18

**(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)**

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): Transportation

CONTACT PERSON: Linda Evans PHONE: 213 972-4925

CONTRACT NO.: C-120510 COUNCIL FILE NO.: 12-0638

ADOPTED BY COUNCIL: 5/22/12  
DATE

APPROVED BY BPW: N/A  
DATE

NEW CONTRACT \_\_\_\_  
AMENDED AND RESTATED \_\_\_\_  
ADDENDUM NO. \_\_\_\_  
SUPPLEMENTAL NO. \_\_\_\_  
CHANGE ORDER NO. \_\_\_\_  
AMENDMENT X

CONTRACTOR NAME: Metro Servies Group

TERM OF CONTRACT: 6/12/17 THROUGH: 6/12/19

TOTAL AMOUNT: \$810,000

## PURPOSE OF CONTRACT:

To provide management of landscaping, maintenance and repairs of City - Owned Off - Street municipal parking facilities.

**NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET**

**FIRST AMENDMENT TO CONTRACT C-120510  
BETWEEN  
THE CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION  
AND  
METRO SERVICES GROUP**

**THIS FIRST AMENDMENT TO THE AGREEMENT** is made and entered into by and between the City of Los Angeles, a municipal corporation, acting through the Department of Transportation (herein after referred to as "CITY"), Metro Services Group (hereinafter referred to as "CONTRACTOR"), and collectively referred to as "Parties".

**WHEREAS**, CITY and CONTRACTOR executed a five (5) year agreement commencing from contract execution until June 13, 2017;

**WHEREAS**, CITY reserves the right to extend the term of the Agreement for two (2) additional two (2) years term with the same terms and conditions;

**WHEREAS**, CITY and CONTRACTOR mutually agreed to extend the term of the Agreement for two additional years;

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

This AMENDMENT shall extend the duration of Agreement for two (2) additional years, from June 12, 2017 until June 12, 2019. All Terms and conditions shall remain the same.

SECTION 15 – STANDARD PROVISIONS FOR CITY CONTRACTS shall be amended to read as follows:

Hereby incorporated by reference into this AGREEMENT are the Standard Provisions for City Contracts (Rev 10/17).

IN WITNESS WHEREOF, the CITY and CONTRACTOR have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first stated above.

**APPROVED AS TO FORM AND LEGALITY:**

Michael Feuer, City Attorney

By: \_\_\_\_\_

Michael Nagler  
Deputy City Attorney

Date: \_\_\_\_\_

4/10/18

**CITY OF LOS ANGELES**

By: \_\_\_\_\_

Seema J. Reynolds  
General Manager  
Department of Transportation

Date: \_\_\_\_\_

6:10:10

**METRO SERVICES GROUP:**

\_\_\_\_\_  
Michael Oddo, President/CEO

Date: \_\_\_\_\_

04-05-18

**ATTEST:**

Holly L. Wolcott, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

5-15-18



Contract Number C-120510

Council File 12-0638

# CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: 5/28/19

**(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)**

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): Transportation

CONTACT PERSON: Linda Evans PHONE: (213) 972-4925

CONTRACT NO.: C-120510 COUNCIL FILE NO.: 12- 0638

ADOPTED BY COUNCIL: 5/22/12

DATE

APPROVED BY BPW: N/A

DATE

NEW CONTRACT         
AMENDED AND RESTATED         
ADDENDUM NO.         
SUPPLEMENTAL NO.         
CHANGE ORDER NO.         
AMENDMENT SUd

CONTRACTOR NAME: Metro Services Group

TERM OF CONTRACT: 6/12/19 THROUGH: 6/12/21

TOTAL AMOUNT: \$810,000

## PURPOSE OF CONTRACT:

To provide management of landscaping, maintenance and repairs of City - Owned Off - Street municipal parking facilities.

**NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET**

**SECOND AMENDMENT TO CONTRACT C-120510  
BETWEEN  
CITY OF LOS ANGELES  
DEPARTMENT OF TRANSPORTATION  
AND  
METRO SERVICES GROUP**

**THIS SECOND AMENDMENT TO THE AGREEMENT** is made and entered into by and between the City of Los Angeles, a municipal corporation, acting through the Department of Transportation (herein after referred to as "CITY ") and Metro Services Group (hereinafter referred to as "CONTRACTOR"). Collectively the parties are referred to as "Parties".

**WHEREAS**, the CITY and the CONTRACTOR executed a five (5) year agreement commencing from contract execution from June 12, 2012 to June 12, 2017;

**WHEREAS**, the CITY and the CONTRACTOR executed the first two-year contract extension commencing from June 12, 2017, until June 12, 2019 as provided in Agreement C-120510;

**WHEREAS**, the CITY desires to extend the second two-year contract extension, commencing from June 12, 2019 until June 12, 2021, with the same terms and conditions as provided in Agreement C-120510;

**WHEREAS**, the CONTRACTOR agreed to extend the term of the Agreement for an additional two years, with the same terms and conditions as provided in the Agreement C-120510;

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

This Second Amendment shall: a) extend the duration of Agreement C-120510 for an additional two years, commencing from June 12, 2019 until June 12, 2021; b) replace the Standard Provisions for City Contracts Rev 10/17) with the Standard Provisions for City Contract Rev. 10/17) [v.3] attached hereto and incorporated herein; c) incorporate the City requirements, including the Fair Chance Initiative for Hiring Ordinance and the Disclosure of Border Wall Contracting Ordinance to read as follows:

**Fair Chance Initiative for Hiring Ordinance**

The CONTRACTOR shall be subject to the Fair Chance Initiative for Hiring Ordinance (Contractors' 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.

Additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance can be found on the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**Disclosure of Border Wall Contracting Ordinance**

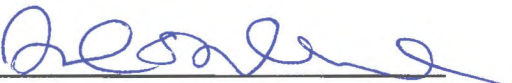
The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall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

The CONTRACTOR shall complete and upload a Disclosure of Border Wall Contracting Ordinance Affidavit on the Los Angeles Business Assistance Virtual Network ([labavn.org](http://labavn.org)).

IN WITNESS WHEREOF, the CITY and CONTRACTOR have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first stated above.

For: THE CITY OF LOS ANGELES  
Department of Transportation

For: METRO SERVICES GROUP

By:   
Saleta J. Reynolds, General Manager

By:   
Michael Oddo, President  
and Chief Executive Officer

Date: 5-22-19


Date: May 21, 2019

APPROVED AS TO FORM AND LEGALITY:  
Michael N. Feuer, City Attorney

By:   
Michael Nagle, Deputy City Attorney

Date: 5/16/19

ATTESTED:  
Holly Wolcott, City Clerk

By:   
Deputy City Clerk



Date: 5-28-19

Contract Number C-120510  
Council File 12-0638