

0150-12239-0000

TRANSMITTAL

TO The Council	DATE 09/01/2023	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

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
(Chris Thompson for)

MWS:ADN:06230052

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: 06-23-23	C.D. No. Citywide	CAO File No.: 0150-12239-0000
Contracting Department/Bureau: Department of Transportation		Contact: Emerson Belen (213) 972-5093	
Reference: Letter from the Department of Transportation, dated November 28, 2022; referred for report on December 5, 2022.			
Purpose of Contract: For landscape, maintenance, and repairs of Department of Transportation off-street parking facilities.			
Type of Contract: (X) New contract () Amendment, Contract No. [C-XXXXXX]		Contract Term Dates: April 1, 2023 through March 31, 2028 with an option for two two-year extensions.	
Contract/Amendment Amount: \$10,830,983			
Proposed amount \$ 10,830,983 + Prior award(s) \$ 0 = Total \$ 10,830,983			
Source of funds: Special Parking Revenue Fund			
Name of Contractor: Metro Services Group			
Address: 626 Wilshire Blvd, Suite 300, Los Angeles, CA 90017			
	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: %			
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 and City Council authorize the General Manager of the Department of Transportation (LADOT) to execute an operating agreement with Metro Services Group for a term of five years with the option of two additional two-year agreements at the sole discretion of the City for a total of nine years, subject to City Attorney review and approval as to form, at a cost not to exceed \$837,262 per year, plus an annual Consumer Price Index (CPI) adjustment, and total compensation to not exceed \$10,830,983 for the entire term of the contract.

SUMMARY

LADOT entered into Agreement C-120510 with Metro Services Group on June 12, 2012 to provide landscape, maintenance, and repair services. Two two-year options to extend the term of the agreement were exercised on May 14, 2017 and May 28, 2019. The agreement expired on June 11, 2021.

Due to the Coronavirus pandemic and City Council's subsequent Declaration of Local Emergency on March 6, 2020, LADOT was unable to conduct a Request for Proposals (RFP) process to address other critical impacts and support COVID-19 related programs. During this time, homeless encampments

<i>Andrew Neri</i>		<i>Yolanda Chavez</i>	
ADN	Analyst	0150-12239-0000	for City Administrative Officer

impacted off-street parking facilities, leading to an increase of maintenance and other safety concerns. During this time, LADOT 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. As a result, the City Council authorized LADOT to enter into a 15-month Sole Source Agreement with Metro Services group which expired on December 31, 2022.

On September 24, 2020, the Personnel Department determined that City employees possess the expertise to perform the work proposed to be contracted. Subsequently, on April 28, 2021, this Office determined that the work proposed to be contracted can be performed more economically by contractors than by City employees.

On April 11, 2022 LADOT issued an RFP for landscape, maintenance, and repair services of LADOT-owned off-street parking facilities managed by the Parking Facilities Division. LADOT received one proposal which was from Metro Services Group. The proposal was evaluated and scored based on the contractor’s experience and qualifications, performance measures, management plan, and the viability and cost effectiveness of the plan. Metro services received an average score of 87 based on the evaluation criteria listed in the table below.

Evaluation Criteria	Maximum Points
Qualification of Proposer	25
Qualification of Proposed Staff	25
Management Plan	30
Cost Effectiveness	20
Total:	100

Evaluation Criteria	Evaluator 1	Evaluator 2	Evaluator 3
Qualification of Proposer	21	25	23
Qualification of Proposed Staff	22	20	23
Management Plan	26	25	28
Cost Effectiveness	20	15	18
Total:	85	85	92

Under the proposed agreement, Metro Services Group will be responsible for providing recurring cleaning services for 87 off-street parking facilities, recurring landscape maintenance for 65 off-street parking facilities, and as-needed improvements for all of LADOT’s 109 off-street parking facilities. Some facilities require both cleaning and landscape maintenance services. A parking facilities manager will act as a single point of contact for the services, and oversight and compliance will be managed through regular meetings and reports. The contractor will also be responsible for providing special circumstance services that may include purchase of equipment and supplies, installation of materials and equipment, and the performance of special maintenance activities upon request. Failure to meet the standards listed in the contract will invoke performance penalties.

FISCAL IMPACT STATEMENT

Funding of \$837,262 for the first year of the proposed agreement for the landscaping and maintenance of the Department of Transportation’s 109 off-street parking facilities is budgeted in the Special Parking Revenue Fund Contractual Services account. 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's annual budget development process. The recommendation in this report complies with the City's Financial Policies in that budgeted funds are available for this purpose. There is no impact to the 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.

MWS:ADN:06230052

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: April 7, 2023

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

From: Connie Llanos, Interim General Manager 
Department of Transportation

Subject: **AGREEMENT BETWEEN THE LOS ANGELES DEPARTMENT OF TRANSPORTATION AND METRO SERVICES GROUP, INC. FOR THE LANDSCAPE, MAINTENANCE, AND REPAIR OF OFF-STREET PARKING FACILITIES**

SUMMARY

The City of Los Angeles Department of Transportation (LADOT) is requesting authority to execute a five-year contract, with two two-year options for a total of nine years with Metro Services Group for the continued landscape, maintenance, and repair of LADOT's off-street parking facilities.

RECOMMENDATIONS

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

AUTHORIZE the LADOT General Manager or his/her designee to negotiate and execute a five-year contract with Metro Services Group for the landscape, maintenance, improvements, and as needed repairs to LADOT off street parking facilities with an option to extend the contract up to for four additional years (two two-year options), with total compensation not-to-exceed \$9,728,327.

BACKGROUND

On September 29, 2011, LADOT issued a Request for Proposals (RFP) for landscape, maintenance, and repair services of LADOT owned off-street parking facilities. LADOT entered into an Agreement C-120510 with Metro Services Group on June 12, 2012 to provide those services. LADOT and Metro Services Group exercised options to extend the terms of the agreement for two additional two-year terms on May 14, 2017 and May 28, 2019. The contract expired on June 11, 2021.

LADOT originally intended to release a RFP for landscape, maintenance, and repair of LADOT's 109 off-street parking facilities prior to the 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 to address other critical impacts, develop and support COVID-19 related programs resulting in a delay of issuing an RFP to replace the agreement. Because the services performed by Metro Services Group are essential for public health and safety, which requires immediate and uninterrupted services, City Attorney recommended a Sole Source Agreement between LADOT and Metro Services Group to provide continued service on a month-to-month basis until a new service contract is in place. City Council authorized LADOT to enter into up to a 15-month Sole Source Agreement with Metro Services Group, which expired in December 2022. On

April 11, 2022, LADOT released a RFP for services for landscape, maintenance, and repairs of LADOT's 109 off-street parking facilities managed by Parking Facilities Division (PFD).

DISCUSSION

In response to the RFP released in April 2022, LADOT received only one proposal from Metro Services Group, LADOT's incumbent contractor. Metro Services Group is California-based, and contracts work with minority, and woman-owned business enterprises. LADOT staff reviewed the proposal to verify the proposer met the minimum qualifications, and to evaluate the proposer's experience, areas of expertise, accountability of work performed, performance measures, the firm's management plan, practicality and viability of the plan, cost effectiveness, and the firm's financial stability. The proposer met the minimum City requirements and received an average score of 87 points based on the general evaluation criteria listed below in Table 1. Therefore, LADOT recommends the City enter into an agreement with Metro Services Group for the landscape, maintenance, and repairs of LADOT's off-street parking facilities.

Table 1: Evaluation Criteria

Evaluation Criteria	Maximum Points
Qualification of Proposer	25
Qualification of Proposed Staff	25
Management Plan	30
Cost Effectiveness	20
Total	100

Attached is a draft of the proposed agreement with Metro Services Group that is still subject to final negotiations and City Attorney approval as to form and legality.

LADOT's Parking Enforcement and Traffic Control (PETC) previously utilized PFD's contract with Metro Services Group in order to landscape and maintain its off-street parking facilities. PETC expressed interest in continuing to use the new contract for its parking facilities maintenance needs. To account for PETC's anticipated use, LADOT requests the contract spending authority to be set at \$9,728,327.

FINANCIAL IMPACT STATEMENT

There is no impact to the General Fund. The PFD's estimated annual contract compensation of \$837,262 adjusted annually based on the Consumer Price Index, is budget annually in the Special Parking Revenue Fund (SPRF). Sufficient funds are included in the City's Adopted Fiscal Year 2022-2023 SPRF budget for the first year of the contract.

CL:BL:sf

Attachment

AGREEMENT NO. _____

BETWEEN

THE CITY OF LOS ANGELES

AND

METRO SERVICES GROUP

FOR THE LANDSCAPE, MAINTENANCE, AND REPAIRS OF LADOT OFF-STREET PARKING FACILITIES

This Agreement (the "Agreement" or "Contract") 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 Department of Transportation (hereinafter referred to as "LADOT") and Metro Services Group, a California Corporation (hereinafter referred to as "CONTRACTOR" or "Metro Services"), collectively, referred to as "Parties," or individually, as "Party" with reference to the following:

WITNESSETH

WHEREAS, on April 11, 2022, 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; and

WHEREAS, CONTRACTOR submitted a proposal on June 8, 2022 in response to the RFP, and after an evaluation of the proposal, Metro Service Group was selected as the recommended CONTRACTOR; and

WHEREAS, CONTRACTOR was identified by the panel the most responsive proposer to provide said services; and

WHEREAS, the City seeks to enter into a five (5) year contract with two (2) additional two-(2) year option extensions with Contractor to perform landscape and maintenance services in LADOT off-street parking facilities;

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, and in consideration of the promises, covenants, and agreements hereinafter set forth the Parties hereby agree as follows:

1. PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTICES

1.1. The Parties to this Agreement are:

- 1.1.1.** CITY – The CITY of Los Angeles, a municipal corporation, acting by and through LADOT, having its principal office at 100 South Main Street, 10th Floor, Los Angeles, California, 90012.

- 1.1.2.** CONTRACTOR – Metro Services Group, a California Corporation, having its principal office at 626 Wilshire Boulevard, Suite 300, Los Angeles, California 90017.

1.2. Representatives of the Parties

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

- 1.2.1.** The CITY’s representative is unless otherwise stated in the Agreement:

Connie Llanos, Interim General Manager
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012

With a copy to:

Brian Lee, Division Manager
Los Angeles Department of Transportation
Parking Facilities Division
100 South Main Street, 10th Floor
Los Angeles, California, 90012

- 1.2.2.** The CONTRACTOR’s representative is, unless otherwise stated in the Agreement:

Michael Oddo, President/CEO
Metro Services Group
626 Wilshire Boulevard, Suite 300
Los Angeles, CA 90017
With electronic copy to: michael@metroservices.com

1.3. Notices

- 1.3.1.** Formal notices, demands, and communications to be given by either Party must be made in writing (hardcopy or e-mail) and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing. Notice of breach of an agreement, if any, will be made in writing (sent via certified mail or email).

- 1.3.2.** If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accordance with this section, within five (5) working days of said change.

2. TERMS OF THE AGREEMENT

The Term of this Agreement will commence upon attestation by the Los Angeles City Clerk and will terminate five (5) years thereafter unless otherwise terminated in accordance with the termination provisions herein.

The LADOT General Manager or his/her designee shall have the right to extend the term of the Agreement administratively for two (2) additional two (2)-year periods, with the same terms and conditions, upon thirty (30) days written notice by the CITY to the CONTRACTOR prior to expiration of the Agreement term.

This Agreement will be in effect for an initial five-year term, which will commence upon attestation by the Los Angeles City Clerk and will terminate five (5) years thereafter (“Initial Term”), with two (2) two (2)-year option extensions for a total term of up to nine (9) years (the “Term”), unless otherwise terminated in accordance with the termination provisions herein. The CITY reserves the right to exercise one (1) or both two (2)-year extension options.

3. SCOPE OF SERVICES

3.1 Recurring Cleaning Services.

The following cleaning services shall be performed in accordance with the attached listing of the eighty-seven (87) off-street non-operated parking facilities and recommended frequency shown in Exhibit PF-3. The applicable cost sheets are Exhibits PF-4A and PF-4A1 (Supplemental Prime/Subcontractor Fixed Cost Detail). 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. For any work which LADOT deems to be of a highly specialized nature, LADOT may request that the CONTRACTOR provide up to three (3) separate cost estimates for such work and obtain LADOT approval before scheduling and performing such work.

3.1.1 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, Los Angeles Municipal Code Section 112.04(c). 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. CONTRACTOR shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, solid personal hygiene items, syringes, and other materials which could pose a health threat. CONTRACTOR shall immediately contact the Los Angeles Police Department if a weapon is found. CONTRACTOR must adhere to Cal/OSHA's Bloodborne Pathogens Standard (i.e., CCR 5193).

- 3.1.2 Public Sidewalks Abutting the Lots (Fixed Cost)** – CONTRACTOR shall keep public sidewalks free from loose debris, broken glass, sand leaves, and trash.
- 3.1.3 Drain and Catch Basin Maintenance (Fixed Cost)** - CONTRACTOR shall clean all drains and catch basins twice a year during the first (1st) week of the months of May and November.
- 3.1.4 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 twenty-four (24) hours of discovery. The trash and debris shall be disposed of at certified dump sites.
- 3.1.5 Light Fixtures (Fix Cost)** - CONTRACTOR shall notify LADOT within twenty-four (24) hours of discovery of tampered, damaged, or broken light fixtures.
- 3.1.6 Homeless Encampments (Variable Cost)** – Contractor shall remove waste and other remains left behind after LA Sanitation and Environment (LASAN) has performed a cleanup operation at a homeless encampment. CONTRACTOR will be notified by LADOT of the scheduled cleanup date.
- I. CONTRACTOR shall supply all labor, material, tools, protective clothing, gear, and equipment that is required or needed to perform the work to handle, remove, transport, and dispose of the waste materials and leave a clean site.
 - II. CONTRACTOR shall photograph the illegal dumping or encampment site before and after cleaning and provide an electronic copy of the photographs to LADOT.
 - III. CONTRACTOR shall notify the CITY when the work is complete.
- 3.1.7 Electric Vehicle Charging Stations (EVCS) (Fixed Cost)** – CONTRACTOR shall clean the surrounding ground of the EVCS and remove trash around the EVCS. CONTRACTOR shall notify LADOT when an EVCS has been vandalized and damaged. CONTRACTOR shall provide pictures of the damaged EVCS for LADOT reference.
- 3.1.8 Unauthorized Items (Variable Cost)** – CONTRACTOR shall notify LADOT of unauthorized items in the parking lots such as construction material, holiday decorations, trash bins, donation box, trailers, etc. within twenty-four (24) hours of discovery. Unauthorized items in the parking lots shall be removed by the CONTRACTOR and the area shall be cleaned. CONTRACTOR shall provide pictures of the unauthorized items for reference.

3.2 Recurring Landscape Maintenance

The following landscape maintenance shall be performed in accordance with the attached listing of sixty-five (65) parking facilities and recommended frequency shown in Exhibits PF-2 and PF-3. The applicable cost sheets are Exhibits PF-4B and PF-4B1 (Supplemental Prime/Subcontractor Fixed Cost Detail). 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. For any work which LADOT deems to be of a highly specialized nature, LADOT may request that the CONTRACTOR provide up to three (3) separate cost estimates for such work and obtain LADOT approval before scheduling and performing such work.

- 3.2.1 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.
- 3.2.2 Shrub Pruning (Fixed Cost)** – The CONTRACTOR shall be responsible for shrub pruning that shall be performed on a monthly basis to maintain shrub size and reduce overgrowth, remove deadwood, and maintain pathway clearance.
- 3.2.3 General Tree Care (Fixed Cost)** The CONTRACTOR shall manage the following:
- I. Sucker Removal – all suckers, lateral growth, and water sprouts to be removed monthly.
 - II. Hand Watering – If no sprinkler exists in the tree planter, trees shall be hand watered during each visit or as required during the winter months.
- 3.2.4 Weed Control (Fixed Cost)** - The CONTRACTOR shall 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.
- 3.2.5 Shrubbery and Group Cover Trimming (Variable Cost)** -The CONTRACTOR shall 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.

3.2.6 Tree Trimmings and Care (Variable Cost) – The CONTRACTOR shall 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.

The CONTRACTOR shall manage all the items listed below:

- 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 (1 1/2) 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 Limb - 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.

3.2.7 Landscape Pest Management (Variable Cost) – The CONTRACTOR shall perform landscape pest control once a year or as requested by LADOT to avoid infestation and disease. CONTRACTOR shall notify LADOT prior to the application of chemical substance.

- I. Chemical Application –The CONTRACTOR shall ensure that all work involving use of chemicals is completed 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 -The CONTRACTOR shall ensure 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 shall adhere to all regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California Agriculture and Natural Resources Statewide Integrated Pest Management Program (www.ipm.ucanr.edu).

3.2.8 Fertilization (Variable Cost) - The CONTRACTOR shall apply fertilizer twice (2) 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.

3.2.9 Irrigation (Variable Cost) - The CONTRACTOR shall 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 Condition – 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, paving, 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.

3.2.10 Testing of Backflow Devices (Variable Cost) - The CONTRACTOR shall 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.

3.2.11 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.

3.3 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 these cost estimates are to be provided on the cost sheet Exhibits PF-4C and PF-4C1 (Supplemental Prime/Subcontractor Fixed Cost Detail). All services listed below are designated as 'Variable Cost'. This is because these services will be performed on an intermittent or as-needed basis. For any work which LADOT deems to be of a highly specialized nature, LADOT may request that the CONTRACTOR 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.

3.3.1 Irrigation System Repair (Variable Cost) – The CONTRACTOR shall repair or replace as needed sprinkler heads, valve boxes, lines, risers, automatic controllers, and other components of the irrigation system.

The CONTRACTOR shall manage all the items listed below:

- 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 of written/telephonic notification thereof by LADOT. Any sprinkler components damaged by CONTRACTOR shall be replaced by CONTRACTOR's expense.

3.3.2 Shrub and Groundcover Replacement (Variable Cost) – The CONTRACTOR shall replace all damaged, diseased (untreatable), or dead shrubs and groundcovers. Replacement must occur within two (2) weeks upon discovery or in accordance with a time frame approved by LADOT. The damaged, diseased, or dead shrubs and ground covers will be replaced with similar materials of similar size unless otherwise notified in writing by LADOT. No plant known to be toxic to humans may be used. CONTRACTOR guarantees the life of all plants planted by CONTRACTOR for a period not less than ninety (90) days after planting. Any plant damaged or removed by CONTRACTOR shall be replaced by CONTRACTOR at CONTRACTOR's expense.

3.3.3 Tree Replacement (Variable Cost) – The CONTRACTOR shall replace any permanently damaged tree with the identical species of the permanently damaged tree. The replacement shall be a minimal twenty-four (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 (1/2") in diameter. Hose ties should allow for a minimum of three (3) additional inches of clearance beyond the diameter of the branch of the tree trunk being secured.
- IV. Proximity of Stakes – Stakes will not be placed closer than eight (8) inches from the trunk of the trees.
- 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 grinding.

3.3.4 Lighting System Improvement (Variable Cost) - The CONTRACTOR shall be familiar with the operation and maintenance requirements of each facility's electrical system including the master controls and photocells that operate the light timing systems.

The CONTRACTOR shall be responsible for procuring all approved bulbs/elements, electrical supplies, and light standard replacements. The 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 are 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.

The 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.

3.3.5 Graffiti Removal (Variable Cost) – The 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. All graffiti shall be reported to LADOT within twenty-four (24) hours of discovery. If the damage is more than thirty (30) square feet in area or affects the facility’s public art project, CONTRACTOR shall consult with LADOT prior to removal. The 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 the CONTRACTOR when cleaning graffiti from these surfaces, and the CONTRACTOR shall comply with all manufacturers' instructions for graffiti removal.

3.3.6 Response Time and Staffing for As-Needed Improvements - The CONTRACTOR shall respond within the timetable established by LADOT at the time of request 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 or any basis for damages, should the CITY elect to perform As-Needed Improvements through any other CONTRACTOR or CITY forces.

3.3.7 Written Estimates for As-Needed Improvements - Prior to performing any As-Needed Improvements specified herein, the CONTRACTOR shall, within five (5) business days, 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 LADOT. 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.

- 3.3.8 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 LADOT itemizing the costs of said As-Needed Improvements. CONTRACTOR shall submit all receipts for as-needed materials, plants or trees and copies of timesheets 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.

- 3.3.9 Permits for As-Needed Improvements** - The CONTRACTOR shall obtain all necessary permits required by the CITY for any As- Needed Improvements that may require a permit.

- 3.3.10 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 Parking Facilities 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, the CONTRACTOR will be responsible to immediately report within forty-eight (48) hours all such damage and unauthorized use of the lots to LADOT.

4. RESPONSIBILITIES

4.1 Contractual Responsibilities

- 4.1.1** The CONTRACTOR shall coordinate and manage all task-related facility activities and shall retain the personnel and services needed to perform the work.
- 4.1.2** The 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. In the execution of this Agreement, the CONTRACTOR shall adhere to all applicable federal and state workplace health and safety regulations.
- 4.1.3** The CONTRACTOR shall make inspections of off-street parking facilities, either daily or by the frequency as agreed upon by the CONTRACTOR and the CITY.
- 4.1.4** The 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 (10th) day of the following month.
- 4.1.5** The 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 4.1.12.I – Personnel.
- 4.1.6** CITY shall issue facilities keys to the 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. CONTRACTOR shall return the keys following the termination of this Agreement.
- 4.1.7** CITY shall issue the CONTRACTOR parking permits for all work vehicles assigned to the Agreement. Permits shall not be distributed to any individual's/CONTRACTOR's personnel not assigned to the Agreement.
- 4.1.8** The 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 are not limited to, downed trees due to high winds, power outages, etc.

4.1.9 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.

4.1.10 The CONTRACTOR shall establish a designated telephone number at which CONTRACTOR can receive messages at any time during the twenty four (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.

4.1.11 The 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, the CONTRACTOR shall serve in the best interest of the CITY and strive at all times to provide service in a manner which will be most cost effective.

4.1.12 The 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:

I. Personnel

The 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.

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 the 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.

II. Monitoring and Reporting

The 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.

The 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 to the CITY a Monthly Performance Report compiled from this log and submitted with the monthly invoice.

III. Performance Penalties

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.).

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.

Off-Street Parking Facilities Performance Penalties

- (1) Parking Facility Cleanliness - CONTRACTOR shall clean/sweep the parking facility, remove trash, and perform related work as described in the Scope of Services (Section 3). Failure to do so shall result in a performance penalty of One Hundred

Dollars (\$100) per operating day for each day that one (1) or more of the tasks that are inspected or reported do not meet the stated standard. Verification by CITY staff or two (2) verifiable patron complaints will result in the imposition of the performance penalty.

- (2) 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 (3) 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.
- (3) 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.
- (4) Electrical and Mechanical Systems - The CONTRACTOR shall ensure that all facility systems and controls are in good working order. Systems include electrical, lighting (photocells, 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 the CITY if delivery of repair parts exceeds the permitted time and, thereby, results in unavoidably delays the repair work.
- (5) Facilities Manager - The 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.

- (6) Response Time – The CONTRACTOR shall respond within the next business day to the messages left on the designated telephone number established by the CONTRACTOR. Failure to respond in the time frame indicated above shall result in a One Hundred Dollars (\$100) performance penalty per day for each day beyond the response time frame indicated.

4.2 Other Services

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.

5. 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 the CITY and is described in the Scope of Services (Section 3).

5.1 Fixed Costs

CITY agrees to pay CONTRACTOR a monthly compensation for said fixed costs services, including all allowable expenses incurred and incident thereto, for an amount not to exceed Fifty-Seven Thousand Two Hundred Seventy-One Dollars and Ninety Cents (\$57,271.90), Fixed Costs plus Consumer Price Index (CPI) for the Los Angeles area adjustment not to exceed five percent (5%) per year, as shown on Exhibit PF-4D: Prime/Subcontractor 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.

5.2 Variable Costs

- 5.2.1** CITY agrees to pay CONTRACTOR for satisfactory performance of variable cost work or unscheduled work at the hourly rates set forth in Exhibit PF-4E: 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.
- 5.2.2** 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 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.
- 5.2.3** Variable Cost work in excess of Two Hundred Fifty Dollars (\$250) 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.
- 5.2.4** 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 the 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 4.1.8, which requires immediate attention.
- 5.2.5** No work shall commence without written authorization by the CITY.

6. REIMBURSEMENT AND METHOD OF PAYMENT

6.1 Reimbursement

CITY shall reimburse CONTRACTOR in the amounts set forth in the Off-Street Parking Facilities Cost Sheet (Exhibit PF-4A to PF-4D) upon completion of work performed in the Scope of Services (Section 3). CONTRACTOR agrees that timing requirements of the work may obligate CONTRACTOR to make expenditures for the services prior to reimbursement by the CITY. The Parties also acknowledge and agree that the CITY shall not be obligated to reimburse CONTRACTOR for expenditures made for the services provided unless and until payment has been authorized and approved by the CITY.

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 include, but not be limited to: missed and/or neglected work tasks, late or untimely response, and incomplete and/or unacceptable task performance by CONTRACTOR's employees or agents (subcontractors).

6.2 Maximum Compensation

Total compensation not to exceed Ten Million Eight Hundred Thirty Thousand Nine Hundred Eighty-Three Dollars and Six Cents (\$10,830,983.06) for the life of the contract. The maximum annual compensation not to exceed Nine Hundred Eighty-Two Thousand two Hundred Sixty-Two Dollars and Seventy-Two Cents (\$982,262.72), adjusted annually for CPI-Los Angeles Area and not to exceed five percent (5%) per year. LADOT Parking Facilities Division annual expenditures on the contract is limited to Eight Hundred Thirty-Seven Thousand two Hundred Sixty-Two Dollars and Seventy-Two Cents (\$837,262.72), adjusted annually for CPI-Los Angeles Area and not to exceed five percent (5%) per year, payment of which shall be made in accordance with the Off-Street Parking Facilities Cost Sheet (Exhibit PF-4A to PF-4D).

6.3 Method of Payment and Reimburse

For services provided under this Agreement, CONTRACTOR will be reimbursed by the CITY in accordance with Section 6.1 (Reimbursement), and other conditions and provisions of this Section 6 (Reimbursement and Method of Payment) within thirty (30) calendar days after receipt and approval of the CONTRACTOR's invoices by the CITY. CONTRACTOR seeking monthly reimbursement shall submit documentation and invoices to the CITY prior to the tenth (10th) working day of the month for work performed during the previous month.

6.4 Invoice must be task specific, organized by the type of task, and must include the complete work product for the task. Every invoice should have a clear indication whether it belongs to Fixed Cost or Variable Cost tasks. Invoices for payment of services shall document all charges and fees collected, and is supported by appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. CITY may require, and CONTRACTOR shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement. All invoices are subject to audit. CONTRACTOR must include the following information on each invoice:

- Name and address of company or firm
- Date of invoice
- Invoice number
- Agreement number
- Date and description of services provided

- Amount of invoice
- Total amount payable

CONTRACTOR must submit invoices to: Vanessa Mauricio at vanessa.mauricioflores@lacity.org

- 6.5** The CITY will reimburse the CONTRACTOR on all the direct expenditures first before the indirect expenditures on an event-to-event basis. CONTRACTOR seeking reimbursement on a percent completion basis for individual events shall submit documentation and invoices to the CITY containing a report of the work performed and percent completion of the full event delivery. Pursuant to Standard Provisions for CITY Contracts, insurance costs are not eligible for reimbursement.
- 6.6** Backup Documentation for Services Billed Hourly: All eligible services provided by the CONTRACTOR, subcontractors, and vendors billed on an hourly basis shall include: a) brief description of services performed; b) fully burdened billing rate. Backup Documentation for Fixed-Fee Services: All services provided by the CONTRACTOR and subcontractors billed on a fixed-fee basis shall include: a) fully executed service contract agreement or documentation of services; b) brief description of services performed; or, c) basis for billing rate (e.g., number or quantity of items purchased, hourly rate, etc.).

7. WORK PERFORMANCE

- 7.1** The 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 the 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 the CITY, CONTRACTOR does not promptly take the necessary corrective steps, the 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.
- 7.2** The 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.
- 7.3** CITY reserves the right to increase or decrease 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-4D and PF-4E.

8. AUDIT, RECORDS, INSPECTION AND ACCESS

- 8.1** The 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.
- 8.2** The CITY or it's duly authorized representatives, upon forty-eight (48) hour notice to CONTRACTOR, shall have access and the right to 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.
- 8.3** The CONTRACTOR shall retain and reserve all aforementioned documents and records, at no cost to the 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.

9. PROJECT MANAGEMENT

- 9.1** Ana 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.
- 9.2** Lawrence Mira shall supervise the Facilities Manager, who in turn, shall oversee all staff and subcontractors assigned to Agreement. CONTRACTOR shall not replace Ana Salguero, the designated Facilities Manager or other key staff without prior notice to CITY and subsequent written approval by CITY.
- 9.3** CONTRACTOR shall not replace Ana Salguero or Lawrence Mira and/or other key staff without prior notice to CITY and subsequent written approval by CITY.

10. CONTRACTOR STATUS / SUBCONTRACTORS

- 10.1** The 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.
- 10.2** The CONTRACTOR shall be solely responsible to pay all CONTRACTOR's employee wages and benefits, and subcontractor fees. Without any additional expense to the 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. 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.

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

10.4 Independent CONTRACTOR. 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.

11. 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.

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

11.1.1 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

11.1.2 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.

11.1.3 Liability, Rights, and Remedies - Except for the provisions of Section 11.1.1, the CONTRACTOR shall have no claims for any other loss, expense, or damages for terminating the Contract for the CITY's convenience.

11.1.4 The termination rights in this Section 11 are not exclusive, shall not be exclusive, and are in addition to the termination rights provided by law or under this Agreement.

12. 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.

13. INDEMNIFICATION

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

14. INSURANCE

The CONTRACTOR must comply with all of the insurance requirements set forth in Attachment B (i.e., Form Gen 146) attached hereto and incorporated herein. Required insurance shall be fully paid for, and evidence of such payment provided to the CITY upon CITY's request, in advance of the signing of Agreement. Moreover, insurance certificates must include an Additional Insured Endorsement naming the CITY an additional insured, completed by CONTRACTOR's insurance company or its designee. CONTRACTOR must provide coverage that is primary with respect to any insurance or self-insurance of the CITY.

15. WORKER'S COMPENSATION

The 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.

16. STANDARD PROVISIONS FOR CITY CONTRACTS

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], attached hereto and incorporated herein as Attachment A.

17. 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 Los Angeles Administrative Code Section 10.50.1.

18. MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if CONTRACTOR 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 contract, and debarment.

19. CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

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 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 CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

20. COVID-19 VACCINATION ORDINANCE

Employees of CONTRACTOR and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "CONTRACTOR Personnel"), while performing services under this Agreement and prior to interacting in person with CITY employees, CONTRACTORS, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 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 Centers for Disease Control and Prevention.

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

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

21. GENERAL PROVISION

- 21.1** Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each party hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, California for any lawsuit filed there against it by the party arising from related to this Agreement.
- 21.2** Export. CONTRACTOR agrees not to export, report, or transfer, directly or indirectly, any CITY Data, or any products utilizing such data, in violation of United States export laws or regulations. Without limiting the foregoing, CONTRACTOR agrees that (a) it is not, and is not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (b) is not, and is not acting on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); and (c) it will not use any CITY Data for, and will not permit any CITY Data to be used for, any purpose prohibited by applicable law.
- 21.3** No Assignment. This contract is not to be assigned to a substitute CONTRACTOR, a successor in interest, or a purchaser of the contract without express permission of the CITY. If the CITY does not approve or grant permission to be a subsequent

CONTRACTOR to assume the services outlined in this contract, then the contract will be terminated.

- 21.4** No Third-Party Beneficiaries. Nothing herein is intended to create a third-party beneficiary in any subcontractor. CITY has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if CONTRACTOR uses subcontractors, CONTRACTOR remains responsible for complete and satisfactory performance of the terms of this Agreement.
- 21.5** Amendments. This Agreement may be amended by mutual agreement of the Parties. No amendment or modification to this Agreement or its attachments will be effective unless in writing and signed by an authorized signatory of each Party.
- 21.6** Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision(s) will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 21.7** No Waiver. Any waiver or failure to enforce any provision of this Agreement or its attachments on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 21.8** Counterparts and Electronic Signatures. This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by CITY) and sent by email shall be deemed original signatures.
- 21.9** Entire Agreement. This CITY Contract, 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, will be effective unless in writing and signed by an authorized signatory of each Party pursuant to Section 21.5 [Amendments.]
- 21.10** Number of Pages and Attachment. This Agreement is executed in three (3) triplicate originals, each of which is deemed to be an original. This Agreement includes 27 pages, two (2) Attachments, and 12 Exhibits which constitutes the entire understanding and agreement of the parties.
- 21.11** 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 order of precedence will be as follows:
1. This Agreement between the CITY of Los Angeles and Metro Services Group
 2. Attachment A – Standard Provisions for CITY Contracts (Rev. 9/22) [v.1]

3. Attachment B - Insurance Requirement (Form Gen 146)
4. Exhibit PF-1 through Exhibit PF-4

[Signature page follows]

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

THE CITY OF LOS ANGELES

METRO SERVICES GROUP

By: _____

Connie Llanos
Interim General Manager
Department of Transportation

Date: _____

By*: _____

Michael Oddo
President / CEO

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By**: _____

By: _____

Michael Nagle
Deputy City Attorney

Date: _____

Title: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

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

By: _____

Date: _____

City Agreement Number: _____

Council File Number: _____

* 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.

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

ATTACHMENT B
Insurance Requirement
Form Gen 146

EXHIBIT PF – 1

LADOT OFF STREET PARKING FACILITIES

EXHIBIT PF – 2

LADOT OFF STREET “OPERATED”
PARKING FACILITIES

EXHIBIT PF – 3

LADOT OFF STREET “NON - OPERATED”
PARKING FACILITIES

EXHIBIT PF – 4A

LADOT OFF STREET PARKING FACILITIES
Recurring Cleaning Services Fixed Cost Sheet

EXHIBIT PF – 4A1

LADOT OFF STREET PARKING FACILITIES
SUPPLEMENTAL Fixed Cost DETAIL
Recurring Cleaning Services

EXHIBIT PF – 4B

LADOT OFF STREET PARKING FACILITIES
Recurring Landscape Maintenance Fixed Cost Sheet

EXHIBIT PF – 4B1

LADOT OFF STREET PARKING FACILITIES
SUPPLEMENTAL Fixed Cost DETAIL
Recurring Landscape Maintenance

EXHIBIT PF – 4C

LADOT OFF STREET PARKING FACILITIES
As Needed Fixed Cost Sheet

EXHIBIT PF – 4C1

LADOT OFF STREET PARKING FACILITIES
SUPPLEMENTAL Fixed Cost DETAIL
As-Needed Improvements

EXHIBIT PF – 4D

LADOT OFF STREET PARKING FACILITIES
Prime/Sub-Contractor Combined Fixed Costs

EXHIBIT PF – 4D1

LADOT OFF STREET PARKING FACILITIES
SUPPLEMENTAL Fixed Cost DETAIL
Combined Services Cost

EXHIBIT PF – 4E

LADOT OFF STREET PARKING FACILITIES
Unit Costs Per Designated Variable Services
Year One