

APPROVED
AUG 08 2018

BOARD REPORT **BOARD OF RECREATION AND PARK COMMISSIONERS** **NO.** 18-159

DATE: August 8, 2018 **C.D.** _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AS-NEEDED TREE PRUNING AND REMOVAL / URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA COLLECTION AWARD OF CONTRACTS

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	S. Pifa-Cortez	_____
H. Fujita	_____	* N. Williams	<u>AW</u>



General Manager

Approved x Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that competitive bidding is not practicable or advantageous as it is necessary for the Department of Recreation and Parks (RAP) to be able to call upon contractors to perform tree pruning and removal / urban forestry consulting services and tree inventory data collection services on an as-needed and on an occasional, but frequent, basis without engaging in a new competitive bidding process for each individual project to be performed; however, from among as-needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor;
2. Find, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP to provide tree pruning and removal / urban forestry consulting services and tree inventory data collection projects;
3. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project for which tree pruning and removal / urban forestry consulting services and tree inventory data collection work may be performed is not reasonably practicable or compatible with RAP's interest of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and

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expertise, and that it is therefore necessary to have several as-needed contractors for these types of services available when called upon by RAP to perform services;

4. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ personnel with sufficient time or necessary expertise to undertake all of the park facilities' tree pruning and removal / urban forestry consulting services and tree inventory data collection projects in a timely manner, and it is more feasible, economical, and in RAP's best interest to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent, basis without engaging in a new competitive bidding process for each individual project to be performed;
5. Approve the award of contracts (Contracts) in accordance with the details set forth in the Summary of this Report and in substantially the form attached at Attachment 1 and 2 to this Report, between RAP and the following contractors listed below for as-needed tree pruning and removal / urban forestry consulting services and tree inventory data collection services for a three-year period, in an amount not to exceed Seven Million Dollars (\$7,000,000.00) per year, and instruct staff to award such Contracts, subject to approval of the Mayor and the City Attorney as to form:

Contractors for Tree Pruning and Removal:

Mariposa Landscapes, Inc.
6232 Santos Diaz St.
Irwindale, CA 91702

Thrifty Tree Service, Inc.
18625 Topham St.
Tarzana, CA 91335

California Arbor Care, Inc.
3770 East Grand Ave.
Pomona, CA 91776

Arborwell, Inc.
2337 American Ave.
Hayward, CA 94545

Contractors for Urban Forestry Consulting Services and Tree Inventory Data Collection

Dudek
605 Third St.
Encinitas, CA 92024

Davey Resource Group, Inc.
6005 Capistrano Ave., Suite A
Atascadero, CA 93422

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ACRT Pacific, LLC.
3443 Deer Park Dr. Suite B
Stockton, CA 95219

ArborPro, Inc.
22605 La Palma Ave., #509
Yorba Linda, CA 92887

Contractors for Tree Pruning and Removal and Urban Forestry Consulting Service and Tree Inventory Data Collection

International Environmental Corporation
16654 Soledad Canyon Rd., #526
Canyon Country, CA 91387

Great Scott Tree Service, Inc.
10761 Court Ave.
Stanton, CA 90680

6. Direct the Board of Recreation and Park Commissioners' (Board) Secretary to transmit the proposed Contracts to the Mayor in accordance with Executive Directive No. 3 and to the City Attorney for review and approval as to form;
7. Authorize RAP's General Manager or designee to make technical corrections as necessary to carry out the intent of this Report; and
8. Authorize the Board President and Secretary to execute the Contracts upon receipt of the necessary approvals.

SUMMARY

RAP is in need of tree pruning and removal / urban forestry consulting services and tree inventory data collection services, which current staffing can only provide on a limited basis because RAP does not have available in its employ personnel with sufficient time or the necessary expertise. Therefore, one (1) or more tree pruning and removal / urban forestry consulting services and tree inventory data collection contracts are required. With over 440 park locations under the jurisdiction of RAP, tree pruning and removal / urban forestry consulting services and tree inventory data collection service contracts are critical to maintaining and expanding our current park facility infrastructures.

Contracting the tree pruning and removal / urban forestry consulting services and tree inventory data collection services will provide RAP with additional resources to supplement current City work forces. In addition, these as-needed Contracts will provide RAP a tool to meet current and future tree pruning and removal / urban forestry consulting services and tree inventory data collection projects.

On November 1, 2017, the Board approved a Request for Qualifications (RFQ) for Tree Pruning and Removal / Urban Forestry Consulting Services and Tree Inventory Data Collection (Report

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No. 17-237), which was released on March 1, 2018. On April 10, 2018, a Mandatory Pre-Qualifications Conference was held; and on May 1, 2018, a Non-Mandatory Technical Review Conference was held. On May 22, 2018, the deadline for submission of proposals; RAP received eleven (11) proposals in response to the RFQ. Responders were asked to provide qualifications in either Tree Pruning and Removal, or Urban Forestry Consulting Services and Tree Inventory Data Collection, or in both Tree Pruning and Removal, and Urban Forestry Consulting Service and Tree Inventory Data Collection. The responders were:

- 1) Mariposa Landscapes, Inc.
- 2) Thrifty Tree Service, Inc.
- 3) California Arbor Care, Inc.
- 4) Arborwell, Inc.
- 5) International Environmental Corporation
- 6) Great Scott Tree Service, Inc.
- 7) Dudek
- 8) Davey Resource Group, Inc.
- 9) ACRT Pacific, LLC.
- 10) ArborPro, Inc.
- 11) West Coast Arborist, Inc.

Responses were evaluated in two (2) levels. Level I review consisted of evaluating all required compliance and submittal documents as required per City ordinance. Level II review was conducted by RAP staff for minimum qualifications as stated in the RFQ. The minimum qualifications determine the responder's knowledge and experience to perform terms and specifications in the contract. If RAP staff cannot verify a responder's minimum qualifications, it may result in the disqualification of a responder. The responder must successfully pass Level I review before staff will proceed to Level II review.

RAP staff verified the minimum qualifications and the references (as stated in RFQ Document) posing questions to the respondent's references regarding their ability to produce a quality product, meet all necessary standards, and complete projects in a timely manner and on budget. Additionally, the references were also asked whether the respondent was effective in their correspondence and communications with governing agencies. All of the references for each of the respective respondents, responded favorably to questions and highly recommended each respective respondent. It was then determined that the aforementioned respondents should be included in a pre-qualified list for providing tree pruning and removal / urban forestry consulting services and tree inventory data collection and be eligible to bid on future RAP projects.

West Coast Arborist, Inc. submitted a response but failed to complete the Business Inclusion Program as required. Due to this reason this responder's submission could not be considered for a contract award under the RFQ.

The following responders had minor informalities which the Board could waive and allow the responders a period of two weeks from date of notice to correct: Arborwell, Inc. failed to submit the ADA Compliance Form, and Identifying Company Representatives Form; Great Scott Tree Service, Inc. failed to submit the Respondent's Checklist and page 6 which is a page that

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identifies the business name, address, and which qualifier(s) they are responding for (it should be noted that while the responder did not indicate the qualifier(s) which they were applying for, upon evaluation of their full submission it was clear that the responder applied for both qualifications based on their references supplied and other documentation provided); ArborPro, Inc. did submit the Iran Contracting 2010 Compliance Affidavit signed, however, they failed to place a date next to their signature. RAP staff is recommending the BOARD waive these minor informalities and allow staff to gather the additional information, as this will increase competition among vendors on our pre-qualified list and be in the best interests of RAP.

Four (4) responders met the minimum qualifications and requirements for the RFQ for tree pruning and removal. All four (4) were highly recommended by all business references across all criteria. Therefore, RAP staff recommends the following contractors receive a contract award for tree pruning and removal:

- 1) Mariposa Landscapes, Inc.
- 2) Thrifty Tree Service, Inc.
- 3) California Arbor Care, Inc.
- 4) Arborwell, Inc.

Four (4) responders met the minimum qualifications and requirements for the RFQ for urban forestry consulting service and tree inventory data collection. All four (4) were highly recommended by all business references across all criteria. Therefore, RAP staff recommends the following contractors receive a contract award for urban forestry consulting service and tree inventory data collection:

- 1) Dudek
- 2) Davey Resource Group, Inc.
- 3) ACRT Pacific, LLC.
- 4) ArborPro, Inc.

Two (2) responders met the minimum qualifications and requirements for the RFQ for tree pruning and removal and urban forestry consulting service and tree inventory data collection. The two (2) were both highly recommended by all business references across all criteria. Therefore, RAP staff recommends the following contractors receive a contract award for tree pruning and removal and a contract for urban forestry consulting service and tree inventory data collection to the following:

- 1) International Environmental Corporation
- 2) Great Scott Tree Service, Inc.

RAP is seeking authorization from the Board for the Board President and Secretary to execute a contract with each of the qualified respondents, subject to City Attorney's and Mayor's approval. The selected pre-qualified contractors are recommended to the Board for a three-year contract, in an amount not-to-exceed an annual expenditure of Seven Million Dollars (\$7,000,000.00) per year. The contract amount is an estimate and RAP does not guarantee that the contract maximum amount will be reached. The contracted services that RAP is requesting shall be on an as-needed, non-exclusive basis. RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. The contract awarded through this RFQ shall

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be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev.10/17)[v.3]. Funding for projects will be provided from various funding sources.

It should be noted that the contractors qualified for urban forestry consulting services and tree inventory data collection will be solicited to perform a comprehensive park tree inventory project, funding for which was recently awarded to RAP via a competitive grant from CalFire in the amount of \$1,300,000.

FISCAL IMPACT STATEMENT

Awarding and executing these as-needed Contracts has no impact to RAP's General Fund as funding will be identified on a per-project basis.

This Board Report was prepared by Robert Feld, Senior Management Analyst I, and reviewed by Chief Management Analyst Matthew Rudnick, Finance Division.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A - Generic Proposed Contract Urban Forestry Consulting and Tree Inventory Data Collection
- 2) Exhibit B - Generic Proposed Contract Tree Pruning and Removal
- 3) Standard Provisions for City Contracts (Rev.10/17)[v.3]

CONTRACT

Exhibit A

BETWEEN

THE CITY OF LOS ANGELES

DEPARTMENT OF RECREATION AND PARKS

AND

NAME OF COMPANY

FOR URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA
COLLECTION

This CONTRACT ("Contract" or "Agreement") is made and entered into this ____ day of _____ 2018, by and between the City of Los Angeles, (herein referred to as "CITY"), a municipal corporation, acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP") and its Board of Recreation and Park Commissioners (herein referred to as "BOARD"), and **NAME OF COMPANY**, (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR shall be referred to hereinafter each as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the CITY and is responsible for the maintenance and improvements for such facilities and infrastructure;

WHEREAS, RAP requires the services of an experienced and responsible contractor to perform services related to urban forestry consulting and tree inventory data collections (herein referred as "UFCS and TIDC") in the CITY;

WHEREAS, a Request for Qualification (RFQ) was released on March 1, 2018, and seven (7) responses to the RFQ for UFCS and TIDC services were received on May 22, 2018;

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the UFCS and TIDC of RAP's parks and properties as specified in the Request for Qualification (RFQ);

WHEREAS, CONTRACTOR has the necessary equipment and staff possessing sufficient knowledge, expertise, certifications / licenses, and experience required to provide the necessary services and has indicated its willingness to perform such services;

WHEREAS, RAP, pursuant to Charter Section 371(e)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on contractors to perform this work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor;

WHEREAS, RAP, pursuant to Charter Section 372 and Los Angeles Administrative Code Section 10.15(a)(2), finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this Agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;

WHEREAS, the BOARD, as the contract awarding authority, finds pursuant to Charter Section 1022, that the work can be performed more economically or feasibly by independent contractors than by RAP employees because RAP does not have available in its employ, personnel with sufficient time or the necessary expertise to undertake UFCS and TIDC in a timely manner, and therefore it is more feasible and economical and in the RAP's best interest to secure these services by contract with contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed;

NOW, THEREFORE, RAP AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 **Parties**

The Parties to this Contract are:

CITY - The City of Los Angeles Department of Recreation and Parks, a municipal corporation, having its principal office at 221 North Figueroa Street, Suite 350, Los Angeles, California 90012.

CONTRACTOR – **NAME OF COMPANY REPRESENTATIVE**
NAME OF COMPANY
ADDRESS OF COMPANY
ADDRESS OF COMPANY

1.2 **Representatives**

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

CITY's representative will be

Michael A. Shull, General Manager (or designee)
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

With copies to:

Ramon Barajas, Assistant General Manager

Planning and Construction Branch, Dept. Rec. & Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

Telephone Number: (213) 202-2661
Fax Number: (213) 202-2611

With additional copies to:

Steve Dunlap, Principal Grounds Maintenance Supervisor II
Recreation and Parks
3900 Chevy Chase Dr.
Los Angeles, CA 90039

Telephone Number (213) 485-6547
FAX Number (213) 847-0820

CONTRACTOR'S representative will be:

NAME OF COMPANY REPRESENTATIVE
NAME OF COMPANY
ADDRESS OF COMPANY
ADDRESS OF COMPANY

Telephone Number: **To Be Determined**
Fax Number: **To Be Determined**

1.3 Notices

Formal notices, demands and communications to be given hereunder by either Party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested and will be deemed communicated as of the date of receipt.

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

SECTION 2 - TERM OF CONTRACT

The term of this CONTRACT shall be for three (3) years from the date of execution of this Agreement, subject to earlier termination by RAP as provided in Appendix A – The Standard Provisions for City Contracts (10/17) [v.3].

SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

CONTRACTOR shall provide URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA COLLECTION, which may include (but are not limited to) the following:

1. Urban Forest Planning
2. Park Tree Inventories
3. Ecosystem Services and Values reporting

4. Urban Tree Canopy Studies
5. Climate Change and Climate Adaptation Strategies and Planning
6. Tree Management Software and Custom Programming
7. GIS Mapping, Architecture and Programming
8. Tree & Environmental Preservation Planning
9. Construction Monitoring for Tree Protection
10. Tree Risk Assessment
11. Wood Decay Evaluation Using Resistograph or Sonic Technology
12. Tree Forensics and Expert Witness Testimony
13. Pest Detection, Prescription and Treatment
14. Conduct educational workshops for staff, public, and other stakeholders

CONTRACTOR shall provide these professional services on an as-needed (on-call) basis. All consulting services require providing recommendations based on arboricultural best management practices, RAP's Urban Forestry Program and Tree Care Manual, the California Model Water Efficient Landscape Ordinance and City policies and procedures. CONTRACTOR shall maintain current certification as an ISA Certified Arborist with TRAQ certification and/or ASCA Consulting Arborist, and/or other advanced professional certification distinction as required.

Management of Public Trees

CONTRACTOR shall serve as a professional advisor to City regarding our parks' tree health and risk assessment, and CONTRACTOR shall provide the following as requested by the CITY:

1. Manage and coordinate the planting, maintenance, removal and preservation/protection of public trees.
2. Work with staff and the public to develop and assist with tree planting and tree care activities. Provide inspections and risk assessment on the health and safety of trees on City property, including recommendations for removal, or maintenance.
3. Process site reviews and Tree Risk Assessment Reports in a timely manner.
4. Document all correspondence related to tree inspection including update the City tree software management system.
5. Advise on the use of accepted tree care standards and best management practices (BMP).
6. Provide on-site consultation to clarify and confirm criteria related to tree preservation Professional Urban Forestry Consulting Services

Tree risk assessment

Tree risk assessment requires expertise within many disciplines. The topic considers aspects of biomechanics: architecture, structure, decay and other defects, root characteristics, wood properties; site conditions: topography, geomorphology, soils and hydrology; and weather conditions: endemic and catastrophic storms, wind, snow, ice, and rain. The City expects the CONTRACTOR to stay current in the scientific literature related to tree risk assessment, related technology, pest management, etc.; and use that knowledge to help make sound professional judgments on behalf of our clients to enhance public safety.

Materials and Equipment

CONTRACTOR shall be responsible for providing CONTRACTOR's staff with equipment necessary to perform the services requested by CITY under this Agreement.

Training Obligations

CONTRACTOR shall ensure, at its sole expense that the CONTRACTOR's staff maintain certifications required to perform the services requested by CITY under this Agreement. Additionally, training of RAP (CITY) staff may be in the scope of assigned duties on an as-needed basis.

3.1 Conduct of Operations

- A. At all times, CONTRACTOR's work must conform to Article 12, Tree Work, Maintenance, or Removal, of the General Industry Safety Orders, Title 8, California Administrative Code, and work must conform to all current, relevant Federal, State and Local Municipal Codes. At all times, head protection shall be worn by all CONTRACTOR's personnel engaged in tree operations and shall conform to Article 10, Section 3381 of the General Industry Safety Orders, Title 8, California Administrative Code. Arboricultural operations must be performed to comply with American National Standards Institute (ANSI) guidelines Z133.1-2006 and the procedures and techniques of the International Society of Arboriculture (ISA).
- B. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to the park patrons or park employees.
- C. A qualified supervisor of CONTRACTOR shall be present and readily available to CITY personnel and the public during hours of operation at each work site. The CONTRACTOR's site supervisor shall be available to the Contract Inspector at all times during normal working hours. Avoiding contact with the Contract Inspector (Construction and Maintenance Supervisor and or his/her designee) may result in suspension of work without extension of this contract.
- D. CONTRACTOR's working hours must coincide with those of RAP (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). RAP must first approve any deviation from these hours and/or work on weekends and/or holidays.
- E. The CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features, as well as structures, fixtures, equipment, signage and property. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features, as well as any damage to structures, fixtures, equipment, signage or property. Any and all damaged items shall be replaced or restored to their original condition to the satisfaction of the Contract Inspector at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. The CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.

- G. CONTRACTOR shall ensure that the roads and pathways shall be left free of debris at the close of each day's operation.
- H. CONTRACTOR will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.
- I. The CONTRACTOR shall notify the Contract Inspector at least 24 hours prior to starting any work under this Contract.
- J. If the CONTRACTOR, after having officially started any work under this Contract, should discontinue work for any cause, the CONTRACTOR shall notify the Contract Inspector of intent to do so, and shall further notify the Contract Inspector of the date of re-starting operations.
- K. All CONTRACTOR's work shall be completed to the satisfaction of the RAP Contract Inspector. Work will be considered complete only when signed off by the RAP's Contract Inspector. Work shall be performed to the specifications as determined by the CITY.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Contract Inspector must approve any request for sub-contracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

SECTION 4 - SERVICES TO BE PROVIDED BY THE CITY

- 4.1 CITY personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this Contract.
- 4.2 CITY will promptly act, review, and make decisions as necessary to permit the orderly progress of CONTRACTOR's work under this Contract.

SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from CITY representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager (Construction and Maintenance Supervisor or his/her designee) to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."

- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating what steps are being taken to correct the unacceptable service. If unacceptable service is not corrected after the CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by the CITY until corrections are made.
- 5.4 If unacceptable service continues, or if the supplier receives three or more such notices, the CITY may terminate this Contract as described in PSC-9 Termination, of the Standard Provisions for City Contracts (10/17) [v.3], attached hereto and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total compensation under this Contract will not exceed \$7,000,000.00 annually. CITY staff will monitor this not-to-exceed aggregate total. This maximum CONTRACT amount is an estimate, and RAP does not guarantee that the CONTRACT maximum amount will be reached. The professional services that RAP is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this CONTRACT, guarantees no minimum amount of business or compensation.

- 6.2 CONTRACTOR shall inform CITY of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by CITY before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of a project by submitting two (2) copies of the invoice which details the work performed in accordance to the original scope of work and any approved change orders within 30 days of completion of service.

CONTRACTOR shall submit invoices to:

Steve Dunlap, Principal Grounds Maintenance Supervisor II
Recreation and Parks
3900 Chevy Chase Dr.
Los Angeles, CA 90039

Telephone Number (213) 485-6547
FAX Number (213) 847-0820

With copies to:

Department of Recreation and Parks
Attention: Jim Newsom (or designee)
Finance Division
6335 Woodley Ave

Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Staff may request evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. The City will not compensate CONTRACTOR for costs incurred in invoice preparation. The City may request changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7 - RATIFICATION

At the request of RAP, and because of the urgent need therefore, CONTRACTOR may have begun performance of services required hereunder prior to the execution of this Agreement. By its execution hereof, RAP hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this Agreement, and CONTRACTOR's performance as such services.

SECTION 8 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A - Standard Provisions for City Contracts (10/17) [v.3]

Appendix B – CONTRACTOR'S Submittal to and the full Request for Qualifications

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this _____ day
of _____, 20____

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By _____
PRESIDENT SIGNATURE

By _____
PRESIDENT PRINT NAME

By _____
SECRETARY SIGNATURE

BY _____
SECRETARY PRINT NAME

Executed this _____ day
of _____, 20____

NAME OF COMPANY

By _____
PRESIDENT SIGNATURE

By _____
PRESIDENT PRINT NAME

By _____
SECRETARY SIGNATURE

By _____
SECRETARY PRINT NAME

Approved as to Form:

Date: _____
MICHAEL N. FEUER,
City Attorney

By _____
SIGNATURE

By _____
PRINT NAME

CONTRACT

Exhibit B

BETWEEN

THE CITY OF LOS ANGELES

DEPARTMENT OF RECREATION AND PARKS

AND

NAME OF COMPANY

FOR TREE PRUNING AND REMOVAL

This CONTRACT ("Contract" or "Agreement") is made and entered into this ____ day of _____ 2018, by and between the City of Los Angeles, (herein referred to as "CITY"), a municipal corporation, acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP") and its Board of Recreation and Park Commissioners (herein referred to as "BOARD"), and **NAME OF COMPANY**, (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR shall be referred to hereinafter each as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the CITY and is responsible for the maintenance and improvements for such facilities and infrastructure;

WHEREAS, RAP requires the services of an experienced and responsible contractor to perform Tree Pruning and Removal services (herein referred as "Tree Pruning") in the CITY;

WHEREAS, a Request for Qualification (RFQ) was released on March 1, 2018, and seven (7) responses to the RFQ for Tree Pruning services were received on May 22, 2018;

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Tree Pruning of RAP's parks and properties as specified in the Request for Qualification (RFQ);

WHEREAS, CONTRACTOR has the necessary equipment and staff possessing sufficient knowledge, expertise, certifications / licenses, and experience required to provide the necessary services and has indicated its willingness to perform such services;

WHEREAS, RAP, pursuant to Charter Section 371(e)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on contractors to perform this work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor;

WHEREAS, RAP, pursuant to Charter Section 372 and Los Angeles Administrative Code Section 10.15(a)(2), finds that obtaining competitive proposals or bids for each individual project

for which work may be performed pursuant to this Agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;

WHEREAS, the BOARD, as the contract awarding authority, finds pursuant to Charter Section 1022, that the work can be performed more economically or feasibly by independent contractors than by RAP employees because RAP does not have available in its employ, personnel with sufficient time or the necessary expertise to undertake Tree Pruning in a timely manner, and therefore it is more feasible and economical and in the RAP's best interest to secure these services by contract with contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed;

NOW, THEREFORE, RAP AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The Parties to this Contract are:

CITY - The City of Los Angeles Department of Recreation and Parks, a municipal corporation, having its principal office at 221 North Figueroa Street, Suite 350, Los Angeles, California 90012.

CONTRACTOR – NAME OF COMPANY REPRESENTATIVE
NAME OF COMPANY
ADDRESS OF COMPANY
ADDRESS OF COMPANY

1.2 Representatives

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

CITY's representative will be

Michael A. Shull, General Manager (or designee)
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

With copies to:

Ramon Barajas, Assistant General Manager
Planning and Construction Branch, Dept. Rec. & Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

Telephone Number: (213) 202-2661
Fax Number: (213) 202-2611

With additional copies to:

Steve Dunlap, Principal Grounds Maintenance Supervisor II
Recreation and Parks
3900 Chevy Chase Dr.
Los Angeles, CA 90039

Telephone Number (213) 485-6547
FAX Number (213) 847-0820

CONTRACTOR'S representative will be:

NAME OF COMPANY REPRESENTATIVE
NAME OF COMPANY
ADDRESS OF COMPANY
ADDRESS OF COMPANY

Telephone Number: **To Be Determined**
Fax Number: **To Be Determined**

1.3 Notices

Formal notices, demands and communications to be given hereunder by either Party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested and will be deemed communicated as of the date of receipt.

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

SECTION 2 - TERM OF CONTRACT

The term of this CONTRACT shall be for three (3) years from the date of execution of this Agreement, subject to earlier termination by RAP as provided in Appendix A – The Standard Provisions for City Contracts (10/17) [v.3].

SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

CONTRACTOR shall provide **TREE PRUNING AND REMOVAL** services, which shall include, but is not limited to, tree pruning, removal, root pruning, chipping, clean up, disposal, stump removal and replacement of existing surrounding infrastructure and maintenance, in accordance with the specifications set forth below. Additionally, work may require other arborvitae related activity.

I. Conduct of Operations

1. At all times, CONTRACTOR's work must conform to Article 12, Tree

Work, Maintenance, or Removal, of the General Industry Safety Orders, Title 8, California Administrative Code. Head protection shall be worn by all CONTRACTOR's personnel engaged in tree operations and shall conform to Article 10, Section 3381 of the General Industry Safety Orders, Title 8, California Administrative Code. Arboricultural operations must be performed to comply with American National Standards Institute (ANSI) guidelines Z133.1-2006.

2. Cooperation with others: The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to the park patrons or park employees.
3. Contractor shall provide a qualified English-speaking supervisor who shall be present and readily available to RAP personnel and the public during hours of operation at each work site. Additionally, an ISA Certified Arborist shall be present on the site during entire tree pruning operations. RAP shall provide prioritized work orders of tree trimming and/or removal projects to Contractor. RAP shall schedule and have a site walk-through with Contractor prior to submittal of project cost estimate. Contractor shall schedule site walk-through with RAP within twelve (12) hours of notification in case of emergencies. Emergencies are defined as any situation involving trees whereby the RAP Contract Inspector views the present condition of those trees as a danger or hazard to public safety. Contractor shall submit to RAP the general order in which Contractor intends to complete the project prior to starting the work by providing start date and projected completion date. The Contractor's site supervisor shall be available to the RAP Contract Inspector at all times during normal working hours and emergency work periods. Avoiding contact with the RAP Contract Inspector may result in suspension of work.
4. Contractor's working hours must coincide with those of RAP (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays), other than emergency incidents. For emergencies, RAP must first approve any deviation from these hours and/or work on weekends and holidays.
5. Inclement weather: Work in trees shall be suspended during periods of inclement weather, including extreme heat, high winds and heavy rain.

6. Preservation of property: The Contractor shall be careful to protect from damage all existing trees, shrubs, plants, fences, buildings and other structures. The Contractor shall be liable for any and all damages caused by contract operations to such trees, shrubs, plants, other growth and features or property, including City of Los Angeles owned buildings. All damaged trees, shrubs, plants, other growth features, and property shall be replaced or restored to their original condition to the satisfaction of the RAP Contract Inspector at Contractor's expense.
7. Traffic control: At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. Contractor shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
8. Removal of brush and debris: All trimmings, debris, and other vegetation resulting from tree trimming operations shall be promptly removed from the work site and properly disposed of at Contractor's expense. Contractor shall make every effort to deliver the trimmings, wood and other debris from tree care activities to City operated green waste processing sites for recycling, whenever practical. All laws and ordinances applicable to and governing such disposal shall be fully complied with.
9. Daily clean up: Contractor shall ensure that the roads and pathways shall be swept, raked or cleared of tree trimming or removal debris at the close of each day's operation.
10. If the Contractor, after having officially started any work under this Contract, should discontinue work for any cause or reason, the Contractor shall notify RAP Contract Inspector of intent to do so, and shall further notify RAP Contract Inspector of the date of restarting operations.
11. All Contractor's work shall be completed to the satisfaction of the RAP Contract Inspector. Work will be considered complete only when signed off by the RAP Contract Inspector.
12. Failure to comply with any requirement contained herein may result in suspension of work and this Contract.
13. RAP Contract Inspector must first approve any sub-contracting of work.
14. The playing of loud music during working hours is prohibited.

15. Contractor will provide all equipment and personnel for all tasks.

II. Specifications for Tree Pruning

1. Trees must be pruned to create a well-maintained ornamental appearance. All trees listed will receive maximum trimming (see below), unless otherwise specified. Trees trimmed are located within the limits of the City of Los Angeles.
2. Maximum tree pruning – crown reduction, pruning top and sides to lighten and balance, removing deadwood and crossed branches, raised to legal height. This pruning is to provide for the general health of the tree and for public safety. However, at no time should reduction exceed one fourth (1/4) of the overall size of any tree unless specified by the RAP Contract Inspector. The finished trees shall have a symmetrical and aesthetic form with the weight evenly distributed.
3. Low branches overhanging sidewalk and street shall be removed to legal height.
4. Pruning shall include the removal of all dead, broken, diseased, insect-infested branches and stubs throughout the tree.
5. In order to shorten the length of limbs, Contractor shall use the thin to lateral method. Methods of pruning which may be called Topping, Heading Back, or Lions Tailing, shall not be used. Contractor shall maintain the symmetrical form of the tree.
6. To lighten end weight where such overburden appears likely to cause breakage of limbs four inches (4") or more in diameter, the only pruning method to be used is drop crotch. Contractor shall remove cross limbs and epicormic growth (suckers) as required. Pruners will be used to complete the final trimming process. Any exceptions will be at the discretion of the RAP Contract Inspector. All tree pruning will be done in a manner which will not injure or scar the tree.
7. Final pruning cuts shall be made without leaving a stub. They shall be made in a manner to favor the earliest covering of the wound by callus growth. This requires that the wound be as small as possible and the cut be reasonably flush outside the branch bark ridge area and that the cambium tissues at the edge of the cut be alive and healthy. Extreme flush cuts that produce large wounds and weaken the tree at the cut shall not be made.
8. Pruning and cutting tools shall be kept sharpened to a condition that will not damage the cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials.
9. The use of climbing spurs or spike shoes will not be permitted, except on

Palm trees, dead trees or trees identified for removal. In order to prevent the spreading of fungal diseases on Palm trees, disinfect handsaw or pruners used to prune off live fronds in chlorine solution for at least five (5) minutes before pruning another palm tree. The Contractor may use chainsaws on dead non-conductive tissue of dead palm fronds.

10. Palm tree trimming/pruning specifications:
 - a. Date palms---remove dead fronds with chainsaws and two rows of green or live fronds with handsaws or pruners.
 - b. Fan palms---remove dead and green fronds including the seed pods. Green fronds are to be removed using handsaws or pruners and the tools disinfected after each use.
 - c. Fan palm scoring---remove frond husks on palms.
 - d. Green fronds of all palms are to be removed by handsaws or pruners and the tools disinfected with a chlorine bleach solution after use on each tree.
11. Contractor shall dispose of all branches, brush, debris, chipping, wood, and logs at Contractor's expense. Contractor shall make every effort to deliver the trimmings, wood and other debris from tree care activities to City operated green waste processing sites for recycling, whenever practical.

III. Specifications for Tree Removal

1. Work shall consist of the removal, including stump, of dead and live trees within the City of Los Angeles limits, when condition of a tree or trees poses both a safety hazard and a substantial fire hazard.
2. Trees to be removed shall be identified by the RAP Contract Inspector. Any tree, living or dead, shall be removed only upon the approval of the RAP Contract Inspector. RAP Contract Inspector shall prioritize tree removal for Contractor. Contractor shall respond by scheduling a walk-through with RAP Contract Inspector. In case of emergencies, Contractor shall respond to a work order within twelve (12) hours of notification, to schedule a project walk-through. Contractor shall submit to RAP a timetable in which Contractor intends to complete the project prior to starting work, by submitting a start date and completion date.
3. Trees identified for removal shall be removed completely including removal of limbs and trunk, and the stump ground to within six (6) to eight (8) inches below the surface of the ground. Stump shall be ground in all areas accessible by equipment. Stump grindings can be left as a mound over the stumped area.
4. Contractor must dispose of all branches, brush, debris, chipping, wood, and logs at Contractor's expense. The debris and wood removed shall be disposed of in a manner complying with prevailing industry standards and

toward the goal of “zero waste” as defined by the California Integrated Waste Management Board (CIWMB). Contractor shall make every effort to deliver the trimmings, wood and other debris from tree removal activities to City operated green waste processing sites for recycling, whenever practical.

5. During the tree removal process, equipment and tools such as ropes, slings, blocks, winches, and/or cranes will be used as needed. Trees should be felled on the main road where possible. They are not to be felled on the hillside and left to slide down the mountain. All felled trees must be completely removed from the work area.

IV. Assigned Personnel

1. Contractor must notify RAP within forty-eight (48) hours, except sooner in emergencies, in writing, if key personnel identified in Contractor's proposal submittal cannot continue on project or specific job.
2. City reserves the right to approve or reject key personnel replacements.
3. Contractor shall ensure, at its sole expense that the Contractor's staff maintain certifications and licenses required to perform the services requested by CITY. Additionally, training of RAP (CITY) staff may be in the scope of assigned duties on an as-needed basis.

SECTION 4 - SERVICES TO BE PROVIDED BY THE CITY

- 4.1 CITY personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this Contract.
- 4.2 CITY will promptly act, review, and make decisions as necessary to permit the orderly progress of CONTRACTOR's work under this Contract.

SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from CITY representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager (Construction and Maintenance Supervisor or his/her designee) to be below an acceptable level. This notification shall be in the form of a “Notice to Correct Unacceptable Service.”
- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating what steps are being taken to correct the unacceptable service. If unacceptable service is not corrected after the CONTRACTOR receives the “Notice to Correct Unacceptable Service,” payment may be withheld by the CITY until corrections are made.
- 5.4 If unacceptable service continues, or if the supplier receives three or more such notices, the CITY may terminate this Contract as described in PSC-9 Termination, of the

Standard Provisions for City Contracts (10/17) [v.3], attached hereto and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total compensation under this Contract will not exceed \$7,000,000.00 annually. CITY staff will monitor this not-to-exceed aggregate total. This maximum CONTRACT amount is an estimate, and RAP does not guarantee that the CONTRACT maximum amount will be reached. The professional services that RAP is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this CONTRACT, guarantees no minimum amount of business or compensation.

6.2 CONTRACTOR shall inform CITY of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by CITY before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of a project by submitting two (2) copies of the invoice which details the work performed in accordance to the original scope of work and any approved change orders within 30 days of completion of service.

CONTRACTOR shall submit invoices to:

Steve Dunlap, Principal Grounds Maintenance Supervisor II
Recreation and Parks
3900 Chevy Chase Dr.
Los Angeles, CA 90039

Telephone Number (213) 485-6547
FAX Number (213) 847-0820

With copies to:

Department of Recreation and Parks
Attention: Jim Newsom (or designee)
Finance Division
6335 Woodley Ave
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Staff may request evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. The City will not compensate CONTRACTOR for costs incurred in invoice preparation. The City may request changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7 - RATIFICATION

At the request of RAP, and because of the urgent need therefore, CONTRACTOR may have begun performance of services required hereunder prior to the execution of this Agreement. By its execution hereof, RAP hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this Agreement, and CONTRACTOR's performance as such services.

SECTION 8 - INCORPORATION OF DOCUMENTS

This Contract and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A - Standard Provisions for City Contracts (10/17) [v.3]

Appendix B – CONTRACTOR'S Submittal to and the full Request for Qualifications

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this _____ day
of _____, 20____

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By _____
PRESIDENT SIGNATURE

By _____
PRESIDENT PRINT NAME

By _____
SECRETARY SIGNATURE

BY _____
SECRETARY PRINT NAME

Executed this _____ day
of _____, 20____

NAME OF COMPANY

By _____
PRESIDENT SIGNATURE

By _____
PRESIDENT PRINT NAME

By _____
SECRETARY SIGNATURE

By _____
SECRETARY PRINT NAME

Approved as to Form:

Date: _____
MICHAEL N. FEUER,
City Attorney

By _____
SIGNATURE

By _____
PRINT NAME

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: RFQ - Tree Pruning and Removal

Date: 08/01/2017

Agreement/Reference: _____

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

	Limits				
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)					
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: right;">WC</td> <td style="width: 50%; text-align: right;"><u>Statutory</u></td> </tr> <tr> <td style="text-align: right;">EL</td> <td style="text-align: right;"><u>\$1,000,000</u></td> </tr> </table>	WC	<u>Statutory</u>	EL	<u>\$1,000,000</u>
WC	<u>Statutory</u>				
EL	<u>\$1,000,000</u>				
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an Additional Insured</u>	<u>\$1,000,000</u>				
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct _____ <input type="checkbox"/> Fire Legal Liability _____ <input checked="" type="checkbox"/> with \$2,000,000 aggregate					
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>				
<input type="checkbox"/> Professional Liability (Errors and Omissions)					
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>					
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)					
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ <input type="checkbox"/> _____					
<input type="checkbox"/> Pollution Liability					
<input type="checkbox"/> _____					
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price				
<input type="checkbox"/> Crime Insurance					

Other: 1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>

Required Insurance and Minimum Limits

Name: RFQ - Urban Forestry Consulting Services and Tree Inventory Data Collection

Date: 08/01/2017

Agreement/Reference: _____

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

	Limits
<hr/>	
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
	EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an Additional Insured</u>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct _____ <input type="checkbox"/> Fire Legal Liability _____ <input checked="" type="checkbox"/> with \$2,000,000 aggregate	
<hr/>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
<hr/>	
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	<u>\$1,000,000</u>
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ <input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> Pollution Liability	
<hr/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/> Crime Insurance	

Other: 1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>
2) In the absence of imposed auto liability requirement, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

Appendix B

Contractor's Submittal and Full RFQ Tree Pruning and Removal /
Urban Forestry Consulting Services and Tree Inventory Data
Collection

On file in the Board Office