



LOS ANGELES FIRE DEPARTMENT

RONNIE R. VILLANUEVA
INTERIM FIRE CHIEF

June 25, 2025

BOARD OF FIRE COMMISSIONERS
FILE NO. 25-038

TO: Board of Fire Commissioners

FROM: *RV* Ronnie R. Villanueva, Interim Fire Chief

SUBJECT: AGREEMENT WITH SOUTH COAST SHIPYARD, INC. FOR AS-NEEDED FIREBOAT MAINTENANCE AND REPAIR SERVICES

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

SUMMARY

The City of Los Angeles, through the Los Angeles Fire Department (LAFD), requires the services of a contractor who is qualified to provide as-needed fireboat maintenance and repair services for the three small fireboats (Fireboats 1, 3 and 5) that operate at the Port of Los Angeles (POLA).

The term of the Agreement with South Coast Shipyard, Inc. (South Coast) will be for three (3) years, for an amount not to exceed \$2,000,000 per year, subject to the availability of funds, for a maximum contract amount not to exceed \$6,000,000 during the three-year term. Pursuant to a Letter of Agreement, POLA will reimburse the LAFD for the maintenance expenditures.

RECOMMENDATIONS

That the Board:

1. Approve and authorize the Fire Chief to execute the Agreement with South Coast Shipyard, Inc. to provide as-needed fire boat maintenance and repair services for a three-year term, commencing upon the date of attestation by the City Clerk, and terminating three years from that date, with an annual amount not to exceed \$2,000,000, for maximum contract amount not to exceed \$6,000,000, subject to the availability of funding.
2. Transmit the Agreement to the Mayor for review and approval, in accordance with Executive Directive No. 3.

DISCUSSION

The POLA covers approximately 7,500 acres of land and water, with approximately

4,300 acres of land and 3,200 acres of water for state-of-the-art cargo terminals, roadways, rail yards, and shipping channels. It is the busiest container port in the United States and a major gateway for international trade. Within this area, the LAFD provides both water-based and land-based services, which include firefighting, as well as technical rescue, hazardous materials mitigation, and emergency medical care.

As part of the water-based services, the LAFD operates, maintains, and staffs five primary fireboats, consisting of two large vessels (Fireboats 2 and 4), and three smaller vessels (Fireboats 1, 3 and 5). Fireboats 2 and 4 are equipped for heavy-duty firefighting on large vessels (e.g., container ships or tankers) and at industrial facilities around the POLA, rescue operations, emergency medical services, hazardous materials response and salvage operations. Fireboats 1, 3, and 5 are equipped to handle the routine firefighting and rapid response around the harbor, including emergency medical services, as well as dive operations.

All five fireboats are available on continuous basis, with 24-hour operations occurring each day of the year through the rotation of three separate fireboat platoons staffed by LAFD personnel. Although Fireboats 1, 2, 3, and 5 are owned by the POLA, and Fireboat 4 is owned by the LAFD, the LAFD is responsible for the maintenance and repair of all five vessels, with the POLA reimbursing the LAFD for the maintenance costs of those vessels. The ongoing maintenance activities and emergencies affecting the POLA operations require the professional services of a contractor specializing in the maintenance and repair of fireboats. The LAFD requires the services for as-needed maintenance and repair on the three small fireboats. The services include, but are not limited to, labor, materials, and use of a contractor's shipyard facilities for the dry docking and repair of LAFD Fire Boats 1, 3 and 5. The LAFD has determined that South Coast can provide routine service repairs, as well as emergency service repairs on those fireboats.

Pursuant to Charter Section 371(e)(8), competitive bidding is not required due to a cooperative arrangement with another governmental agency for the utilization of their purchasing contracts and professional, scientific, expert, or technical services contracts. The City of Newport Beach held a competitive process and entered into an agreement with South Coast for annual and as-needed vessel maintenance and repair services. The LAFD, in consultation with the City Attorney's Office, determined that it is neither reasonably practicable nor compatible with the City's best interests to conduct a separate competitive process under Charter Section 372, given that the services can be most economically obtained by contracting with South Coast for the same scope of services at the same or better terms as those provided in the City of Newport Beach contract.

The contract term for the Agreement with South Coast is for three (3) years, for an amount not to exceed \$2,000,000 per year, for a maximum contract amount not to exceed \$6,000,000, subject to the availability of funds.

The City Attorney has reviewed and approved the Agreement as to legal form.

FISCAL IMPACT

Funding for this Agreement is available from the General Fund 100, Field Equipment Expense Account 3090. Pursuant to a Letter of Agreement between POLA and the LAFD, POLA will reimburse the LAFD for the maintenance expenditures.

Board Report prepared by Robert Caropino, Battalion Chief, Marine Operations Section.

Attachment

AGREEMENT NO. _____

BETWEEN

THE CITY OF LOS ANGELES

AND

SOUTH COAST SHIPYARD, INC.

FOR

AS-NEEDED FIREBOAT MAINTENANCE AND REPAIR SERVICES

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**AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
SOUTH COAST SHIPYARD, INC.
FOR
AS-NEEDED FIREBOAT MAINTENANCE AND REPAIR SERVICES**

This Agreement ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through the Los Angeles Fire Department ("Department" or "LAFD"), and South Coast Shipyard, Inc., a California corporation ("Contractor") (collectively, the "Parties," or individually, a "Party"), with reference to the following:

WHEREAS, the LAFD has operated fireboats in service to the Port of Los Angeles under a mutual agreement; and

WHEREAS, the LAFD is responsible for determining the execution of all repairs and/or modifications that are necessary to operate and maintain the fireboats in accordance with regulations set forth by the United States Coast Guard, National Fire Protection Association and the Los Angeles Harbor Tariff; and

WHEREAS, pursuant to Charter Section 1022, the City has found that this service can be performed more economically or feasibly by an independent contractor than by City employees; and

WHEREAS, the work to be performed under this Agreement is of a professional, scientific, expert and technical nature and the City finds that a competitive bidding process would not be practicable or advantageous for the City; and

WHEREAS, pursuant to Charter Section 371(e)(8), competitive bidding is not required due to a cooperative arrangement with another governmental agency for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts; and

WHEREAS, the City of Newport Beach, held a competitive process (Request for Proposals No. 23-60) and entered into an agreement (No. 9428-1), effective July 1, 2023, with the Contractor for On-Call Vessel Maintenance and Repair Services; and

WHEREAS, it is neither reasonably practicable nor compatible with the City's best interests to conduct a separate competitive process under Charter Section 372 given that the services can be most economically obtained by contracting with the Contractor for the same scope of services at the same or better terms as those provided in the City of Newport Beach contract; and

WHEREAS, the Parties wish to enter into this Agreement for a three (3) year term, for an amount not to exceed \$2,000,000 per year, for a maximum contract amount not to exceed \$6,000,000, subject to the availability of funds.

NOW THEREFORE, in consideration of the above promises, representations, covenants and agreements provided below, the Parties agree as follows:

1.0 PARTIES TO THE AGREEMENT

1.1 Parties to the Agreement

The Parties to this Agreement are:

- 1.1.1 City – The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Fire Department, having its principal office at 200 N. Main St., Room 1800, Los Angeles, CA, 90012
- 1.1.2 Contractor – South Coast Shipyard, Inc., a California corporation, having its principal office at 223 21st St., Newport Beach, CA, 92663

1.2 Representatives of the Parties

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

- 1.2.1 The City's representatives are, unless otherwise stated in the Agreement:

Fire Chief
Los Angeles Fire Department
200 N. Main St., Room 1800
Los Angeles, CA 90012
(213) 978-3800

With a copy to:

Battalion Chief
Marine Operations Section
Los Angeles Fire Department
638 S. Beacon St., Suite 374
San Pedro, CA 90731
Phone: (310) 548-2531

1.2.2 The Contractor's representative is, unless otherwise stated in the Agreement:

John Lauritzen, General Manager
South Coast Shipyard, Inc.
223 21st St.
Newport Beach, CA, 92663
Phone: (949) 636-2044

1.3 Formal Notices

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

1.4 Notices of Change

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be provided as described in this Agreement, within five (5) business days of said change. As used in this section, "business days" shall refer to the days the City is open to the public for business.

2.0 TERM OF THE AGREEMENT

2.1 Term

The term of this Agreement shall commence on the date of attestation by the Los Angeles City Clerk, and will terminate three (3) years from that date, unless otherwise terminated by the City as provided for in this Agreement.

2.2 Ratification

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that the Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

3.0 STATEMENT OF WORK

3.1 Statement of Work to be Performed

- 3.1.1 Contractor shall provide a full range of as-needed fireboat maintenance and repair services to the LAFD as described in Attachment B, Statement of Work ("SOW"), attached hereto and incorporated herein. The services shall include, but are not limited to, haul-outs and installation, maintenance and repair to machinery, electronics, and other miscellaneous parts of the fireboats.
- 3.1.2 All work, tasks, and deliverables are subject to Department approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such work, tasks, and deliverables pursuant to Section 7.0 – Compensation and Method of Payment of this Agreement.
- 3.1.3 Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the SOW as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement and all Attachments.
- 3.1.4 In the event that the City requires additional services that are not included within the SOW, any such service that may be needed in the future shall be addressed with a separate scope of work, cost and schedule, and may be included in this Agreement by amendment.

4.0 PERSONNEL

4.1 Contractor's Personnel

4.1.1 Project Manager

Contractor shall assign a full-time Project Manager and designated alternate with full authority to administer the Agreement for Contractor and with relevant experience in fireboat maintenance and repair.

4.1.2 Contractor's Employees

The Contractor shall provide adequate employee supervision at all times, and shall oversee all work performed. The Contractor shall ensure that all employees, prior to beginning

any work, are familiar with safe work practices, local rules and regulations, Cal-OSHA standards, and proper handling of hazardous materials associated with the work. The Contractor shall ensure that any certification required by employees are kept on file and made available to the LAFD upon request.

5.0 SUBCONTRACTORS

5.1 Subcontractors

Only with prior written approval of the City, the Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. The Contractor shall, at all times, be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and the City or any obligation on the part of the City to pay, or to be responsible for the payment of, any sums to any subcontractors.

5.2 Provisions Bind on Subcontracts

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to the Contractor. In particular, City shall not pay, even indirectly, the fees and expenses of a subcontractor that does not conform to the terms of this Agreement.

6.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

7.0 COMPENSATION AND METHOD OF PAYMENT

7.1 Compensation

The City shall pay the Contractor for satisfactory services provided under this Agreement, in accordance with the rate schedule specified in Attachment C – Rate Schedule, attached hereto and incorporated herein.

The Contractor shall perform the requested services for an amount

not to exceed \$2,000,000 per year, for a maximum contract amount not to exceed \$6,000,000, subject to the availability of funds, for the complete and satisfactory services under this Agreement during the three (3) year term.

The Contractor understands and agrees that execution of this Agreement does not guarantee that any or all of these funds shall be expended.

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

7.2 Invoices

The Contractor shall submit invoices that detail the services performed and the total amount due. All invoices shall be submitted on the company's letterhead, along with the Contractor's remittance address to:

Battalion Chief
Marine Operations Section
Los Angeles Fire Department
638 S. Beacon St., Suite 374
San Pedro, CA 90731

And

Sr. Auto Supervisor
Supply and Maintenance Division
Los Angeles Fire Department
140 N. Avenue 19
Los Angeles, CA 90031

The LAFD shall approve invoices for payment only after all services

described are completed to the satisfaction of the City, and upon presentation of a proper invoice from Contractor, which shall include the following information:

- a. Name and address of the company;
- b. Name and address of the Fire Department;
- c. Date of the invoice;
- d. Invoice number;
- e. Agreement number;
- f. Description of the services, including, where applicable, the number of hours to complete the work;
- g. Payment terms, amount due, and due date;
- h. Certification by a duly authorized officer of the Contractor;
- i. Discounts and terms (if applicable); and
- j. Remittance address (if different from the billing address).

7.3 Payment

The City shall make payment to the Contractor for the services performed after receipt and approval of the invoices by the City's Representative or designee. The City shall not unreasonably withhold approval of the invoices. In the event any invoice is not approved, the City's Representative or designee shall immediately send a notice to the Contractor setting forth therein the reason(s) said invoice was not approved. Upon receipt of such notice, the Contractor may re-invoice the City for the accepted portion of the invoice or cure the defect identified in the notice from the City Representative or designee. The City shall pay the revised invoice as soon as practical after its submission. If the City's Representative or designee contests all or a portion of the invoice, the City's Representative or designee and the Contractor shall use their best efforts to resolve the disputed portion or portions of the invoice.

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

8.0 REPRESENTATIONS AND WARRANTIES

8.1 Responsibility to Provide Services in Accordance with Applicable Standards

The Contractor represents and warrants that the work performed

hereunder shall be completed in a manner consistent with the professional standards among those firms in the Contractor's profession, doing the same or similar work, under the same or similar circumstances.

8.2 Compliance with Statutes and Regulations

The Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and order of the United States, the State of California, the County and the City of Los Angeles, and any other jurisdiction in which it performs services pursuant to the Agreement. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

8.3 Authority to Contract and No Pending Litigation

The Contractor has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

9.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

Contractor shall refer all inquiries from the news media to the Department, shall immediately contact the Department to inform the Department of the inquiry, and shall comply with the procedures of the LAFD Community Liaison's Office regarding statements to the media relating to this Agreement or Contractor's services hereunder.

10.0 NON-EXCLUSIVE AGREEMENT

The City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAFD and that the City or the LAFD reserve the right to enter into an agreement with other contractors to provide similar services during the term of this Agreement.

11.0 CITY CONTRACTING REQUIREMENTS

11.1 Standard Provisions

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein as Attachment A.

11.2 Disclosure of Border Wall Contracting Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.50 of the Los Angeles Administrative Code, as may be amended from time to time. Contractor certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Agreement.

12.0 ORDER OF PRECEDENCE

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

- 1) Agreement between the City of Los Angeles and South Coast Shipyard, Inc.
- 2) Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2])
- 3) Attachment B – Statement of Work
- 4) Attachment C – Rate Schedule

13.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the full and complete Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. Any changes to this Agreement shall be in a written amendment, signed by the duly authorized representatives of both Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement. The Parties acknowledge that they have read and understand the Agreement and had an opportunity to consult with counsel of their choosing. Neither Party shall be deemed the drafter of this Agreement. Ambiguities, if any, in this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions have been prepared by a particular Party.

14.0 COUNTERPARTS/NUMBER OF PAGES

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be

deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures. This Agreement includes eleven (11) pages and three (3) Attachments.

[SIGNATURE PAGE FOLLOWS]

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

**THE CITY OF LOS ANGELES,
a Municipal Corporation**

**SOUTH COAST SHIPYARD, INC.,
a California Corporation**

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

By: _____
Ronnie R. Villanueva
Fire Chief
Los Angeles Fire Department

By: _____
Pete Stewart
President

Date: _____

Date: _____

**APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO,
City Attorney**

By: _____
Ben Stewart
Secretary

By: _____
Stephanie Cao
Deputy City Attorney

Date: _____

Date: _____

**ATTEST:
PETTY F. SANTOS, Interim City Clerk**

By: _____
Deputy City Clerk

Date: _____

*Approved signature methods for California corporations:
A. Two signatures: one the Chairman of the Board of Directors, President, or Vice President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.

Or

B. One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

City Agreement No. _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

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 Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **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, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC

Statutor

2

EL

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

General Liability

☐ Products/Completed Operations☐ Fire Legal Liability _____☐☐

Sexual Misconduct _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage☐ Flood _____☐ Earthquake _____☐ Boiler and Machinery☐ Builder's Risk☐ _____

Pollution Liability

☐

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: _____

CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY’s online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant’s Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name:

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The 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.

Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$1000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other: At least \$2 million in aggregate coverage. Coverage should be in the form of Ship Repairers Liability

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work): Yes

Min. Limit: \$1000000

Automobile Liability Other:

Professional Liability (Errors and Omissions): No

Property Insurance (to cover replacement cost of building - as determined by insurance company): No

Pollution Liability: Yes

Min. Limit: \$2000000

Pollution Liability Other:

Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

Crime Insurance: No

Cyber Liability: No

Other: **Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

ATTACHMENT B

Statement of Work

AS-NEEDED FIREBOAT MAINTENANCE AND REPAIR SERVICES SCOPE OF WORK

Introduction and Background

The Port of Los Angeles (POLA) covers approximately 7,500 acres of land and water, with approximately 4,300 acres of land and 3,200 acres of water for state-of-the-art cargo terminals, roadways, rail yards, and shipping channels. It is the busiest container port in the United States and a major gateway for international trade. Within this area, the Los Angeles City Fire Department (LAFD) provides both water-based and land-based services, which include firefighting, as well as technical rescue, hazardous materials mitigation, and emergency medical care.

As part of the water-based services, the LAFD operates, maintains, and staffs five primary fireboats, consisting of two large vessels (Fireboats 2 and 4), and three smaller vessels (Fireboats 1, 3 and 5). Fireboats 2 and 4 are equipped for heavy-duty firefighting on large vessels (e.g., container ships or tankers) and at industrial facilities around the POLA, rescue operations, emergency medical services, hazardous materials response and salvage operations. Fireboats 1, 3, and 5 are equipped to handle the routine firefighting and rapid response around the harbor, including emergency medical services, as well as dive operations.

All five fireboats are available on continuous basis, with 24-hour operations occurring each day of the year through the rotation of three separate fireboat platoons staffed by LAFD personnel. Although Fireboats 1, 2, 3, and 5 are owned by the POLA, and Fireboat 4 is owned by the LAFD, the LAFD is responsible for the maintenance and repair of all five vessels, with the POLA reimbursing the LAFD for the maintenance costs of those vessels.

Ongoing maintenance activities and emergencies affecting the POLA operations will, at times, require the professional services of a contractor specializing in the maintenance and repair of the fireboats. As a result, the LAFD requires the services for as-needed maintenance and repair on the three small fireboats. The services include, but are not limited to, labor, materials, and use of a contractor's shipyard facilities for the dry docking and repair of LAFD Fire Boats 1, 3 and 5.

Description of Fireboats

Small Fireboats:

- Fireboat 1, Built in 2002; Length Overall (LOA) 39', 9" Beam, 13' 6" Ton 16 Displacement, Shop/ID # 60893; located at LAFD Fire Station 111, Berth 260, Terminal Island, CA 90731.
- Fireboat 3, Built in 2003; Length Overall (LOA) 39', 9" Beam, 13' 6" Ton 16 Displacement, Shop/ID # 60609; located at LAFD Fire Station 49, Berth 194, Wilmington, CA 90744.
- Fireboat 5, Built in 2003; Length Overall (LOA) 39', 9" Beam, 13' 6" Ton 16 Displacement, Shop/ID # 60608; located at LAFD Fire Station 110, Berth 44A, San Pedro, CA 90731.

The LAFD reserves the right to add or deduct vessels during the term of the Agreement.

Annual and On-Call Fireboat Maintenance and Repair

The Contractor shall provide services on an annual (once per year) and on an on-call basis, all tools, labor, and incidental materials necessary to perform the requested services. All fireboats delivered to the Contractor shall be picked up by the LAFD.

The general scope of services includes, but is not limited to: Testing, inspecting, painting, and repairing or replacing doors, hatches, ports, fire pumps, fittings, housing, pipes, air controls, on-board machinery, flanges, check valves, water pumps, rub rails, strobe lights, and similar miscellaneous parts/fixtures/services and/or repairs as needed.

A. Annual Services

1. Haul-out
2. Removal of decks
3. Reinstallation and sealing of decks
4. Hull and topside wax, compound
5. Inspection of shafts, seals, running gear, cutlass bearings, props, etc.
6. Preparation of bottom for paint
7. Bottom paint (antifoul)
8. Mechanical and Propulsion Systems checks which include, but are not limited to the following:
 - a) Engine, turbos, heat exchangers
 - b) Fuel system inspection: Check fuel lines, filters, and tanks for leaks or degradation
 - c) Cooling system service: Flush system and inspect impellers, hoses, and clamps
 - d) Transmission and gear oil replacement
 - e) Propeller and shaft inspection: Check for damage, alignment, and secure attachment
 - f) Steering system check: Inspect hydraulic lines, pumps, and connections
9. Electrical Systems, which include, but are not limited to the following:
 - a) Battery maintenance: Test charge levels, clean terminals, and ensure secure mounting
 - b) Wiring inspection: Look for corrosion, wear, and secure connections
 - c) Lighting systems test: Verify operation of navigation, deck, and emergency lights
 - d) Communication equipment check: Test radios and intercom systems for functionality
10. Firefighting Equipment, which include, but are not limited to the following:
 - a) Pump system service: Operate and test fire pumps, check for leaks, and verify pressure output
 - b) Hose and nozzle inspection: Examine for wear, damage, and proper storage
 - c) Foam system check: Inspect tanks, lines
 - d) Monitor and turret operation: Test for full range of motion and proper function
11. Hull and Structural Integrity, which include, but are not limited to the following:

- a) Hull inspection: Examine for cracks, blisters, or other damage; perform repairs as necessary
 - b) Bottom cleaning and painting: Remove marine growth and apply antifouling paint
 - c) Through-hull fittings: Inspect and service seacocks and valves
 - d) Deck hardware check: Tighten or replace cleats, rails, and other fittings
12. Any other services required to maintain, restore or repair a vessel

B. On-Call Services (As-Needed)

- 1. Replace zincs
- 2. Replace seascreens
- 3. Replace thru-hull valves
- 4. Replace damaged starboard panels
- 5. Replenish or replace non-skid deck surface and hull
- 6. Engine swap
- 7. Engine alignment
- 8. Electronic repairs (e.g., garmin, 12V panels, battery chargers, bilge pumps, antennas, etc.)
- 9. Fiberglass repairs, if damaged (e.g., hull, waterline, bilge, v berth)
- 10. Decal replacement
- 11. Mechanical and Propulsion Systems, which include, but are not limited to:
 - a) Engine, turbos, heat exchangers
 - b) Fuel system inspection: Check fuel lines, filters, and tanks for leaks or degradation
 - c) Cooling system service: Flush system and inspect impellers, hoses, and clamps
 - d) Transmission and gear oil replacement
 - e) Propeller and shaft inspection: Check for damage, alignment, and secure attachment
 - f) Steering system check: Inspect hydraulic lines, pumps, and connections fire pumps and monitors
- 12. Any other services required to maintain, restore or repair a vessel

C. All materials shall be installed/applied in accordance with the manufacturer's instructions and U.S. Coast Guard regulations, unless otherwise specified.

D. The Contractor shall apply all protective coating systems in strict compliance with the coating manufacturer's or coating consultant specialists' written instructions and coating system schedules. The Contractor shall warrant the application of all protective coating systems to be free from defects in materials and workmanship for a period of twenty-four (24) months. Contractor shall provide shore power during dry dock repairs.

E. All labor shall be warranted against defects for twenty-four (24) months.

F. The Contractor shall dispose of all hazardous chemicals and other hazardous waste in accordance with current Federal, State and local laws.

Quality Control

All work shall be completed in a professional manner, and shall comply with all shipyard industry best practices and Occupational Safety Health Administration (OSHA), Cal-OSHA, Environmental Protection Agency, U.S. Coast Guard, and other relevant local, State, and Federal laws, rules, and regulations. The Contractor shall correct defective materials or workmanship prior to payment by the LAFD for such work.

A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the LAFD upon request.

All completed work shall be inspected by the LAFD and certified as satisfactorily completed and/or received.

The Contractor shall not allow trash and debris to accumulate on the vessels, and shall restore all areas of the vessels that are directly or indirectly affected by the Contractor's work to a clean condition as to when the work commenced and immediately prior to returning the vessel to the LAFD.

Contractor Personnel

A. Project Manager

- a. The Contractor shall provide a full-time Project Manager or designated alternate. The LAFD shall have access to the Project Manager during normal business hours and during an emergency. The Contractor shall provide a telephone number and email address of the Project Manager.
- b. The Project Manager shall act as a central point of contact with the LAFD, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Agreement.

B. Personnel

- a. The Contractor shall provide adequate employee supervision at all times, and shall oversee all work performed. The Contractor shall ensure that all employees, prior to beginning any work, are familiar with safe work practices, local rules and regulations, Cal-OSHA standards, and proper handling of hazardous materials associated with the work. The Contractor shall ensure that any certification required by employees are kept on file and made available to the LAFD upon request.

C. Subcontractors

- a. With prior written approval by the LAFD, the Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall, at all times, be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement will constitute any contractual relationship between any subcontractors and City or any obligation on the part of City to pay, or to be responsible for the payment of, any sums to any subcontractors.

Hours/Days of Work

The Contractor shall plan all work during the business hours of 7:30 a.m. through 5:00 p.m., Monday through Friday. All work outside of these business hours shall be requested by Contractor and authorized by the LAFD prior to commencement of the work. Overtime work or work on a holiday shall be requested by Contractor twenty-four (24) hours in advance and shall be authorized by the LAFD Maintenance Division Manager or designee.

Routine Service Repairs

The Contractor shall respond to the LAFD within two (2) hours of the request, and have a team assembled on-site accordingly within twenty-four (24) hours.

Emergency Service Repairs

The Contractor shall have qualified technicians available twenty-four (24) hours a day for emergency repairs. The Contractor shall return service calls within one (1) hour and be on-site within four (4) hours of the notification for an assessment. If an emergency occurs during regular business hours, there will be no overtime charge.

The work will include, but is not limited to, all labor and equipment to repair, replace in kind, adjust and maintain various electrical services; inspections; testing; and emergency response. When notified of an emergency by the LAFD, the Contractor shall provide expedited estimates of repairs or replacement within a reasonable amount of time, without delay.

Security of LAFD Property

- A. The Contractor shall provide twenty-four (24) hour security of the vessel when it is at the Contractor's facility. Security shall restrict vessel access by all unauthorized persons from both land and water.
- B. During normal business hours, the Contractor shall permit LAFD employees or other LAFD approved persons, including third party vendors, to work on the vessel, provided said work is not covered by this contract and does not interfere with the scope of work performed by the Contractor when the vessel is at the Contractor's facility.
- C. Due to the LAFD's status as an emergency service provider, access to the vessel by LAFD employees may be necessary at any time. Contractor shall permit and facilitate access by authorized LAFD personnel at any time, including nights, holidays, weekends, and during declared emergencies.
- D. The Contractor shall provide the necessary fire watch and fire protection when the vessel is at the Contractor's facility, and shall ensure that all tanks are safe.
- E. The Contractor is responsible for the LAFD's property that is accepted for service. Incidents of theft and/or vandalism to the LAFD's property left in the Contractor's care shall be reported to the LAFD immediately. The Contractor shall notify and report any theft and/or vandalism to the local law enforcement. The Contractor may

be held liable for the replacement or repair of the LAFD's property damaged while under the control of the Contractor due to negligence or poor security.

ATTACHMENT C

Rate Schedule

ATTACHMENT C
January - December 2025 (Year 1)

Rate Sheet
Providing On-Call Vessel Maintenance and Repair Service

Blocking, Haul Out, and Launch Rate				
Tasks	Price	Unit	Estimated Annual Quantity	Estimated Annual Cost
Fireboat 1 (Built in 2002, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$522.00	Each	x 1	\$522.00
Fireboat 3 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$522.00	Each	x 1	\$522.00
Fireboat 5 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$522.00	Each	x 1	\$522.00
	\$	Each	x 1	\$
	\$	Each	x 1	\$
ESTIMATED ANNUAL COST FOR ALL TASKS:				\$ 1,566.00

Lay Day Rate				
Tasks	Price	Unit	Estimated Annual Quantity	Estimated Annual Cost
Fireboat 1 (Built in 2002, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$234.00	Each	x 1	\$234.00
Fireboat 3 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$234.00	Each	x 1	\$234.00
Fireboat 5 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$234.00	Each	x 1	\$234.00
	\$	Each	x 1	\$
	\$	Each	x 1	\$
ESTIMATED ANNUAL COST FOR ALL TASKS:				\$ 0

ATTACHMENT C
January - December 2025 (Year 1)

Rate Sheet
Providing On-Call Vessel Maintenance and Repair Service

Other Cost, Labor, Materials Not Included Above (as-needed)		
Item	Rate	Per
Regular Labor Rate for Repairs	\$ 150.00	Hour
Over-time Labor Rate for Repairs	\$ 200.00	Hour
Sub-Contractor Mark-up (maximum of __%)	15%	Sub-Contractor
Materials Mark-up (maximum of __%)	15%	Item
Laboratory Mark-up (maximum of __%)	15%	Item
Disposal Charges (maximum of __%)	15%	Item
Bond(s)	\$ 0	Lump Sum

ATTACHMENT C
January - December 2026 (Year 2)

Rate Sheet
Providing On-Call Vessel Maintenance and Repair Service

Blocking, Haul Out, and Launch Rate				
Tasks	Price	Unit	Estimated Annual Quantity	Estimated Annual Cost
Fireboat 1 (Built in 2002, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$533.00	Each	x 1	\$533.00
Fireboat 3 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$533.00	Each	x 1	\$533.00
Fireboat 5 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$533.00	Each	x 1	\$533.00
	\$	Each	x 1	\$
	\$	Each	x 1	\$
ESTIMATED ANNUAL COST FOR ALL TASKS:				\$1,599.00

Lay Day Rate				
Tasks	Price	Unit	Estimated Annual Quantity	Estimated Annual Cost
Fireboat 1 (Built in 2002, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$234.00	Each	x 1	\$234.00
Fireboat 3 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$234.00	Each	x 1	\$234.00
Fireboat 5 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$234.00	Each	x 1	\$234.00
	\$	Each	x 1	\$
	\$	Each	x 1	\$
ESTIMATED ANNUAL COST FOR ALL TASKS:				\$ 0

ATTACHMENT C
January - December 2026 (Year 2)

Rate Sheet
Providing On-Call Vessel Maintenance and Repair Service

Other Cost, Labor, Materials Not Included Above (as-needed)		
Item	Rate	Per
Regular Labor Rate for Repairs	\$ 153.00	Hour
Over-time Labor Rate for Repairs	\$ 204.00	Hour
Sub-Contractor Mark-up (maximum of __%)	15%	Sub-Contractor
Materials Mark-up (maximum of __%)	15%	Item
Laboratory Mark-up (maximum of __%)	15%	Item
Disposal Charges (maximum of __%)	15%	Item
Bond(s)	\$ 0	Lump Sum

ATTACHMENT C
January - December 2027 (Year 3)

Rate Sheet
Providing On-Call Vessel Maintenance and Repair Service

Blocking, Haul Out, and Launch Rate				
Tasks	Price	Unit	Estimated Annual Quantity	Estimated Annual Cost
Fireboat 1 (Built in 2002, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$544.00	Each	x 1	\$544.00
Fireboat 3 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$544.00	Each	x 1	\$544.00
Fireboat 5 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$544.00	Each	x 1	\$544.00
	\$	Each	x 1	\$
	\$	Each	x 1	\$
ESTIMATED ANNUAL COST FOR ALL TASKS:				\$1,632.00

Lay Day Rate				
Tasks	Price	Unit	Estimated Annual Quantity	Estimated Annual Cost
Fireboat 1 (Built in 2002, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$234.00	Each	x 1	\$234.00
Fireboat 3 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$234.00	Each	x 1	\$234.00
Fireboat 5 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$234.00	Each	x 1	\$234.00
	\$	Each	x 1	\$
	\$	Each	x 1	\$
ESTIMATED ANNUAL COST FOR ALL TASKS:				\$0

ATTACHMENT C
January - December 2027 (Year 3)

Rate Sheet
Providing On-Call Vessel Maintenance and Repair Service

Other Cost, Labor, Materials Not Included Above (as-needed)		
Item	Rate	Per
Regular Labor Rate for Repairs	\$156.00	Hour
Over-time Labor Rate for Repairs	\$208.00	Hour
Sub-Contractor Mark-up (maximum of __%)	15%	Sub-Contractor
Materials Mark-up (maximum of __%)	15%	Item
Laboratory Mark-up (maximum of __%)	15%	Item
Disposal Charges (maximum of __%)	15%	Item
Bond(s)	\$ 0	Lump Sum

ATTACHMENT C

January - December 2028 (Year 4 – fiscal year overlap)

Rate Sheet

Providing On-Call Vessel Maintenance and Repair Service

Blocking, Haul Out, and Launch Rate

Tasks	Price	Unit	Estimated Annual Quantity	Estimated Annual Cost
Fireboat 1 (Built in 2002, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$555.00	Each	x 1	\$555.00
Fireboat 3 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$555.00	Each	x 1	\$555.00
Fireboat 5 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$555.00	Each	x 1	\$555.00
	\$	Each	x 1	\$
	\$	Each	x 1	\$
ESTIMATED ANNUAL COST FOR ALL TASKS:				\$1,665.00

Lay Day Rate

Tasks	Price	Unit	Estimated Annual Quantity	Estimated Annual Cost
Fireboat 1 (Built in 2002, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$234.00	Each	x 1	\$234.00
Fireboat 3 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$234.00	Each	x 1	\$234.00
Fireboat 5 (Built in 2003, 39'9" LOA, 13'6" Beam, 16 Ton Displacement)	\$234.00	Each	x 1	\$234.00
	\$	Each	x 1	\$
	\$	Each	x 1	\$
ESTIMATED ANNUAL COST FOR ALL TASKS:				\$0

ATTACHMENT C

January - December 2028 (Year 4 – fiscal year overlap)

Rate Sheet

Providing On-Call Vessel Maintenance and Repair Service

Other Cost, Labor, Materials Not Included Above (as-needed)		
Item	Rate	Per
Regular Labor Rate for Repairs	\$159.00	Hour
Over-time Labor Rate for Repairs	\$212.00	Hour
Sub-Contractor Mark-up (maximum of __%)	15%	Sub-Contractor
Materials Mark-up (maximum of __%)	15%	Item
Laboratory Mark-up (maximum of __%)	15%	Item
Disposal Charges (maximum of __%)	15%	Item
Bond(s)	\$ 0	Lump Sum