

**Seleta J.  
Reynolds**

GENERAL  
MANAGER

# CITY OF LOS ANGELES

CALIFORNIA

**ERIC GARCETTI**

MAYOR

## DEPARTMENT OF TRANSPORTATION

100 South Main Street,  
10th Floor Los Angeles,  
California 90012 (213)  
972-8470

FAX (213) 972-8410



# LADOT

## PERSONAL DELIVERY DEVICES

### VERSION 1.0

## PERMIT APPLICATION



## TABLE OF CONTENTS

|   |       |
|---|-------|
| BACKGROUND  | 3     |
| APPLICATION INSTRUCTIONS  | 4     |
| APPLICANT AGREEMENT   | 5     |
| INDEMNIFICATION   | 6-7   |
| INSURANCE REQUIREMENTS  | 8-10  |
| PERMIT FEES/IMPLEMENTATION PLAN   | 11    |
| FLEET INFORMATION   | 12    |
| MOBILITY DATA SPECIFICATION   | 13    |
| BUSINESS TAX COMPLIANCE   | 14    |
| ORGANIZATIONAL CHART & 24 – HOUR CONTACT INFORMATION                        | 15    |
| COMMUNITY ENGAGEMENT PLAN   | 16    |
| SERVICE MODEL AND VEHICLE SPECIFICATIONS                                    | 17    |
| VEHICLE MAINTENANCE PLAN  | 18    |
| MYLA311 INTEGRATION   | 19    |
| OPERATOR SURVEY   | 20    |
| PERMIT APPLICATION CHECKLIST  | 21    |
| <b>APPENDIX: INSURANCE FORMS</b>  |       |
| INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS  | 22-23 |
| EXECUTION INSTRUCTIONS FOR BOND SUBMITTALS                                  | 24    |
| CONTRACTOR’S PERFORMANCE BOND FORM  | 25    |
| INSTRUCTIONS AND INFORMATION ON SUBMITTING BONDS TO THE CITY OF LOS ANGELES | 26    |
| GEN. 146 FORM   | 27    |



## BACKGROUND

In the last decade, coinciding with the introduction of the smartphone, the City of Los Angeles (“City”) has seen an explosion in new mobility products and services. Acceleration of shared mobility, artificial intelligence and machine learning, electrification and solar power, GPS and big data combined to change the mobility landscape more than in the previous 40 years. The City is taking a proactive approach to integrate these technologies into the fabric of its transportation system. This document, and the program described herein, is part of a broader effort to understand on-demand technology and the implications for the City and its citizens.



## APPLICATION INSTRUCTIONS

The following Permit application sets out the City of Los Angeles' requirements for a Personal Delivery Device (PDD) Operator participating in the PDD Annual Permit.

One digital copy (PDF) must be sent by email to [ladot.innovation@lacity.org](mailto:ladot.innovation@lacity.org) and [jose.elias@lacity.org](mailto:jose.elias@lacity.org)

Operator must include all attachments listed below. The application will not be considered complete until all attachments and documentation have been received.

Permit processing will take approximately 15-20 business days upon receipt of complete application. If application is received incomplete, expect delays in processing.

- Application Agreement
- Indemnification
- Insurance
- Permit Fees Form + Payment (Digital)
- Fleet Information with Shape Files and PDF
- MDS Compliance Verification E-mail from [ladot.innovation@lacity.org](mailto:ladot.innovation@lacity.org)
- Proof of Business Tax Compliance
- Organizational Chart + 24 hr. Contact information
- Community Engagement Plan
- Service Model and Vehicle Specifications
- UI Screenshots
- Implementation Plan
- MyLA311 Integration
- Maintenance Schedule/Log Sample
- Survey Agreement
- Permit Application Check List



## APPLICANT AGREEMENT

(I/We) the undersigned declare, under penalty of perjury under the laws of the State of California, that (I am/we are) the owner(s) or authorized representative(s) of the entity in this application; that the information on all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are, in all respects, true and correct.

The City reserves the right to terminate permits at any time and require the Operator to remove their entire fleet of Vehicles from City streets. An Operator will have 10 business days to remove the entire fleet from City streets.

Any fees arising from the need for City crews to relocate or remove vehicles from any location where a vehicle is prohibited under this permit shall equal the Bureau of Sanitation's Maintenance Laborer hourly rate plus any additional storage/impound fees.

|                      |
|----------------------|
| Date                 |
| Printed Name         |
| Authorized Signature |



## INDEMNIFICATION

### AGREEMENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS (“Agreement”)

By obtaining this permit, Operator agrees to defend, indemnify, and hold harmless the City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from any claim or litigation of every kind or nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of, in connection with, or which are in any way related to, the City’s issuance of or decision to approve the Operator’s Permit, the process used by the City in making decisions, the Operator’s (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by the Operator (including its officers, managers, employees, contractors, agents, and volunteers) or its users, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or misplacement, including but not limited to placement or misplacement resulting in alleged violations of the Americans with Disabilities Act (ADA), of Operator’s device, property or equipment by any person, except such loss or damage which was caused by the sole willful misconduct of the City. Operator will conduct all defenses pursuant to this Agreement at Operator’s sole cost and expense, and City shall reasonably approve selection of the counsel to represent City as proposed by Operator. This Agreement shall apply to all claims and liability regardless of whether any insurance of Operator, its affiliates or other parties are applicable thereto. The policy limits of any insurance of Operator, its affiliates or other parties are not a limitation upon the obligation of Operator, including without limitation, the amount of indemnification to be provided by Operator. The provisions of this section shall survive the termination of this Agreement.

**SEVERABILITY AND GOVERNING LAW.** If any provision or portion of this Permit shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Permit shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

**AMENDMENT/INTERPRETATION OF THIS PERMIT.** This Permit represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The City, at its sole discretion, may amend any term or condition of this Permit as necessary during the Pilot Program. This Permit shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Permit or any of its provisions



CPRA INDEMNITY LANGUAGE. ("Company") undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and any of its boards, officers, agents, and employees (collectively, the "City") from and against all suits, claims, and causes of action brought against the City for the City's refusal to disclose Company's trade secrets or other technical or financial information, or Company's personally identifiable customer data, to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 et seq.). Company's obligations herein include, but are not limited to, all reasonable attorney's fees (both in house and outside counsel), reasonable costs of litigation incurred by the City or its attorneys (including all actual, costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Company's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Company of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature. Company shall receive prompt notice from the City of any (1) communication to the City challenging the City's refusal to disclose Company's information, and (2) any complaint or petition to the court challenging the City's refusal to disclose Company's information. Further should Company choose to intervene in any court action relating to the City's refusal to disclose Company's information, the City shall not oppose Company's motion to intervene. Company shall be discharged of its obligations to the City under this provision in any circumstance where Company provides written confirmation to the City that 1) all of the requested records at issue are not Company trade secrets, technical, financial or other similar information or personally identifiable customer data and 2) the City may release said records to the requester.

I have reviewed, understand, and agree to comply with the above indemnification language

|                      |
|----------------------|
| Date                 |
| Printed Name         |
| Authorized Signature |



## INSURANCE REQUIREMENTS

Operator shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Operator, its agents, representatives, employees or subcontractors

### Minimum Scope and Limits of Insurance

- Proof of general commercial liability insurance with a minimum liability limit of \$1,000,000 and that lists the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds.
- Proof of automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) and that lists the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): insurance Service Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed: operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$1,000,000 per occurrence.
2. Workers' Compensation: Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. Umbrella Insurance: Operator shall maintain an umbrella insurance policy providing coverage in excess of its primary general liability, employer's liability and automobile liability policies in an amount not less than \$1,000,000 per occurrence. The city of Los Angeles must be named as additional insured.
4. Performance Bond: Operator shall maintain in effect at all times during the term of this Agreement, a valid Performance Bond, in the amount of \$100 per vehicle payable without condition to the City of Los Angeles.

If the Operator maintains broader coverage or higher limits than the minimums shown above, the City of Los Angeles requires and shall be entitled to the broader coverage or higher limits maintained by the Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage and shall be available to the City of Los Angeles.





## Other Insurance Provisions

### 1. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status:** The City of Los Angeles, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy. CGL coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37).
- b. **Primary Coverage:** For any claims related to this Agreement, the Operator's insurance shall be primary coverage as least as broad as Insurance Service Office Form CG 20 01 13 as respects the City of Los Angeles its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Los Angeles, its officers, officials, employees or volunteers shall be in excess of the Operator's insurance and shall not contribute with it.
- c. **Notice of Cancellation:** Each insurance policy required herein shall show that coverage shall not be canceled except after notice has been given to the City of Los Angeles.
- d. **Waiver of Subrogation:** Operator hereby grants to the City of Los Angeles a waiver of any right of subrogation which any insurer of said Operator may acquire against the City of Los Angeles by virtue of payment of any loss. Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Los Angeles has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Los Angeles for all work performed by the Operator, its employees, agents and subcontractors.

## Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Los Angeles. The City of Los Angeles may require the Operator to purchase coverage with a lower retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the name insured or the city of Los Angeles.



### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in California with current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Los Angeles

### Verification of Coverage

Operator shall furnish the City of Los Angeles with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements are to be received and approved by the City of Los Angeles before the permit is issued. However, failure to obtain required documents prior to the permit issuance shall not waive the Operator's obligation to provide them. The City of Los Angeles reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

### Failure to Maintain Insurance Coverage

If Operator, for any reason, fails to maintain insurance coverage which is required pursuant to this Permit the same shall be deemed a material breach of the Permit. The City, at its sole option may terminate this Permit and obtain damages from the Operator resulting from said breach.

I have reviewed, understand, and agree to comply with the above Insurance language

|                      |
|----------------------|
| Date                 |
| Printed Name         |
| Authorized Signature |

**\*May take 7 to 10 business days to receive and verify insurance requirements.**

The following required insurance documentation can be submitted on-line by visiting:

[HTTP://kwikcomply.org](http://kwikcomply.org)



## PERMIT FEES

- Annual Permit Application Fee of **\$10,000** /year up to 50 devices (Non-refundable)
- Annual Permit Application Fee of **\$20,000** /year 51 devices or more (Non-refundable)
- Fleet size: 75 Maximum per neighborhood, up to three neighborhoods. Three additional neighborhoods may be added if the additional neighborhood has an L.A. Equity Index score of 5.5 or less.

**FLEET LOCATION:** Company must identify proposed neighborhoods to be served and document engagement with affected Neighborhood Councils and other organizations prior to deployment in those areas.

## IMPLEMENTATION PLAN

Operators seeking to participate in the Personal Delivery Devices V1.0 Permit are required to provide a plan for service implementation, including timeline(s) and service area map(s). This should include the distribution of the fleet by geographic areas including City Council Districts and Neighborhoods as determined by LADOT. Please document engagement including dates with the affected Neighborhood Councils and other local organizations. Operators must provide a Shapefile that includes the following:

- Initial deployment area
- Types of vehicles being deployed per geographic area

| Council District / Neighborhood | Community Engagement | Proposed Deployment Date |
|---------------------------------|----------------------|--------------------------|
| 1.)                             |                      |                          |
| 2.)                             |                      |                          |
| 3.)                             |                      |                          |
| 4.)                             |                      |                          |



## FLEET INFORMATION

**Proposed Fleet Size in Option 1**

**Device Type Name**

#

**Proposed Fleet Size in Option 2**

**Device Type Name**

#

**Proposed Fleet Size in Option 3**

**Device Type Name**

#

**Proposed Fleet Size in Option 4**

**Device Type Name**

#

### Service Deployment Area(s)

ESRI Shapefile with initial deployment areas (s) indicating number of vehicles at each deployment area

PDF map of deployment area



## MOBILITY DATA SPECIFICATION

In order to satisfy the LADOT Personal Delivery Devices V1.0 Sharing Requirements, Operators seeking to participate in the LADOT Personal Delivery Devices V1.0 Permit must comply with the Open Mobility Foundation MDS, which shall be updated and published by LADOT. In addition, Operators must comply with the [LADOT Mobility Providers Guideline version 1.1](#) and as updated by LADOT.

LADOT reserves the right to share data collected with third parties to process and analyze data and to use it for program planning and operations purposes.



## BUSINESS TAX COMPLIANCE

Operators seeking to participate in the LADOT Personal Delivery Devices V1.0 Permit are required to register with the Office of Finance within the City for business tax compliance.

- Operators can either register on-line by visiting <http://finance.lacity.org/>
- Or in person at one of the public service centers
- Operators must be in compliance and in good standing with tax payments or the permit may be revoked



## ORGANIZATIONAL CHART & 24-HOUR CONTACT INFORMATION

- A name + E-mail address + phone number for LADOT to use as the direct point of contact 24 hours a day for notifications. Must advise LADOT of any changes within 48 hours.
- Name: \_\_\_\_\_
- Email address: \_\_\_\_\_
- Phone Number: (    ) \_\_\_\_\_ - \_\_\_\_\_
- Customer Service Contact Number: (    ) \_\_\_\_\_ - \_\_\_\_\_
- LAPD 24-Hour Contact Number:    (    ) \_\_\_\_\_ - \_\_\_\_\_
- LADOT 24-HOUR Contact Number: (    ) \_\_\_\_\_ - \_\_\_\_\_



# COMMUNITY ENGAGEMENT PLAN

LADOT is requiring the Operators to engage with the community and key stakeholders. Operators seeking to participate in the Personal Delivery Devices V1.0 Permit are required to partner with a Community Based Organization (CBO) and complete a Community Engagement Plan, which includes at a minimum:

- ❑ Description of key stakeholders and residents, including any existing neighborhood organizations or advisory councils serving the Project Area
- ❑ Description of any meeting(s) held in neighborhoods within the Project Area, including dates, if already begun doing outreach.
- ❑ Description and timeline of proposed community engagement activities (see Table 1 below)
- ❑ Description of how Operator will engage underserved communities.

Providers must submit a detailed quarterly report that includes a log of all outreach conducted as well as any outreach materials provided to key stakeholders and residents.

LADOT has the right to review and ensure compliance with the submitted Community Engagement Plan. If at any time LADOT deems the Operator to not be in compliance of submitted Community Engagement Plan, LADOT has the right to decrease fleet size or revoke the Permit.

**Table 1: Examples of Activities to Ensure Community Engagement**

| Inform Community Stakeholders and Solicit Stakeholder Input   | Engage Community Stakeholders in Development of Program  | Engage Community Stakeholders in Implementation of Program  |
|---|--|---|
| <ul style="list-style-type: none"> <li>● Public workshops/meetings</li> <li>● Door-to-door canvassing</li> <li>● Open House meetings</li> <li>● Established website and/or social media</li> <li>● Distributed flyers or other printed materials</li> <li>● Outreach to existing community groups</li> <li>● Surveys</li> <li>● Focus Groups</li> </ul> | <ul style="list-style-type: none"> <li>● Design charrettes</li> <li>● Community-based participatory research</li> <li>● Convene advisory body</li> <li>● Establish website and/or social media</li> <li>● Community benefits agreement</li> <li>● Additional activities to ensure community stakeholders have an opportunity to influence the program development</li> </ul> | <ul style="list-style-type: none"> <li>● Public workshops/meetings</li> <li>● Door-to-door canvassing</li> <li>● Open House meetings</li> <li>● Established website and/or social media</li> <li>● Surveys</li> <li>● Focus Groups</li> <li>● Sub-contract with CBO to conduct outreach</li> <li>● Allocate staff positions focused on community engagement</li> <li>● Advisory body</li> <li>● Additional activities to provide community stakeholders an opportunity to influence program implementation process</li> </ul> |





## SERVICE MODEL AND VEHICLE SPECIFICATIONS

Operators seeking to participate in the Personal Delivery Devices V1.0 Permit are required to submit a synopsis of their service model and qualifications, including images of the vehicles and mobile application. Operators must submit the following vehicle specifications, if applicable:

- Side view photo of device
- Length
- Height
- Weight (without cargo)
- Back light
- Front light
- Warning mechanisms

Operators must attach all certificates of safety standard compliance per each type of vehicle being deployed and illustrative images of all information that is affixed to the vehicle. This includes:

- Trade dress and decal placement
- Contact information
- Device ID
- 24-hour customer service contact information
- Localized safety information



## VEHICLE MAINTENANCE PLAN

Operators seeking to participate in the Personal Delivery Devices V1.0 Permit are required to provide a sample of its maintenance log and Vehicle Maintenance Plan. The Vehicle Maintenance Plan should include at a minimum a schedule for repairing inoperable vehicles, vehicles that are unsafe to operate, and a schedule for returning vehicles to revenue service.



## MYLA311 INTEGRATION

Operator agrees to be responsible for closing out MyLA311 Service Request tickets. Operator will be provided instructions and/or training prior to permit issuance. Project Manager will be responsible for scheduling all upcoming training sessions. Failure to respond to open Service Requests will be grounds for denying increased fleet sizes, reducing existing fleet size, and/or revoking permit.



## OPERATOR SURVEY

During the Program, Operators shall distribute to their customers a yearly City-provided customer survey. The Operator shall not alter or supplement the survey instrument and shall report the survey responses to LADOT.

Operators must include this survey in their app as an option for customers to take after each trip. A printed survey will be distributed by operators during outreach events to reach non-smartphone customers. The operator is required to print the survey and/or provide tablets for outreach participants to take said survey. Printed responses must be scanned and sent to: [ladot.innovation@lacity.org](mailto:ladot.innovation@lacity.org) ATTN: SURVEY



## PERMIT APPLICATION CHECKLIST

|  |                                     |  |         |                             |  |                      |  |  |         |                    |  |         |
|--|-------------------------------------|--|---------|-----------------------------|--|----------------------|--|--|---------|--------------------|--|---------|
| CONTACT INFORMATION  | COMPANY NAME                        |  |         |                             |  |                      |  |  |         |                    |  |         |
|  | BUSINESS ADDRESS                    |  |         |                             | MAILING ADDRESS (If DIFFERENT THAN BUSINESS ADDRESS) |                      |  |  |         |                    |  |         |
|  | CITY, STATE, ZIP CODE               |  |         |                             | CITY, STATE, ZIP CODE                                |                      |  |  |         |                    |  |         |
|  | LOS ANGELES BUSINESS LICENSE NUMBER |  |         |                             |  |                      |  |  |         |                    |  |         |
|  | PRIMARY CONTACT NAME                |  |         |                             | TITLE  |                      |  |  |         |                    |  |         |
|  | PHONE NUMBER                        |  |         |                             | EMAIL ADDRESS  |                      |  |  |         |                    |  |         |
|  | ALTERNATE CONTACT NAME              |  |         |                             | TITLE  |                      |  |  |         |                    |  |         |
|  | PHONE NUMBER                        |  |         |                             | EMAIL ADDRESS  |                      |  |  |         |                    |  |         |
|  | GENERAL CONTACT PHONE NUMBER        |  |         |                             | GENERAL FAX NUMBER                                   |                      |  |  |         |                    |  |         |
| APPLICATION MATERIALS  | BUSINESS TAX COMPLIANCE             |  | INITIAL | APPLICANT AGREEMENT         |  | INITIAL              | PROOF OF INSURANCE   |  | INITIAL | INDEMNIFICATION    |  | INITIAL |
|  | DATA SHARING REQUIREMENTS           |  | INITIAL | PERMIT FEES                 |  | INITIAL              | ORGANIZATIONAL CHART                                       |  | INITIAL |                    |  | INITIAL |
|  | 24 HOUR CONTACT INFORMATION         |  | INITIAL | MYLA311 INTEGRATION         |  | INITIAL              | FLEET INFORMATION  |  | INITIAL |                    |  | INITIAL |
|  | IMPLEMENTATION PLAN                 |  | INITIAL | COMMUNITY ENGAGEMENT PLAN   |  | INITIAL              | SERVICE MODEL & VEHICLE SPECIFICATIONS                     |  | INITIAL |                    |  | INITIAL |
|  | MAINTENANCE SCHEDULE                |  | INITIAL | OPERATOR SURVEY             |  | INITIAL              | UI SCREENSHOTS   |  | INITIAL |                    |  | INITIAL |
| I CERTIFY, BY SIGNING BELOW, EACH CRITERION OUTLINED IN THE PERMIT HAS BEEN MET AND WILL BE CORRECT AND ACCURATE UPON AN AUDIT CONDUCTED BY THE LOS ANGELES DEPARTMENT OF TRANSPORTATION |                                     |  |         |                             |  |                      |  |  |         |                    |  |         |
| SIGNATURES   | PLEASE PRINT NAME                   |  |         |                             |  |                      |  |  |         |                    |  |         |
|  | TITLE OF SIGNOR                     |  |         |                             |  |                      | DATE   |  |         |                    |  |         |
| LADOT USE  | DATE STAMP DOCUMENTS RECEIVED       |  |         | DOCUMENTS RECEIVED BY       |  |                      | APPLICATION FULFILLS MATERIAL REQUIREMENTS (INITIAL, DATE) |  |         |                    |  |         |
|  |                                     |  |         | PERMIT APPROVED BY          |  |                      | PERMIT DENIED  |  |         | ISSUED PERMIT DATE |  |         |
|  |                                     |  |         | NUMBER OF APPROVED VEHICLES |  |                      | PERMIT APPROVED  |  |         |                    |  |         |
|  |                                     |  |         |                             |  | FULL DEPLOYMENT DATE |  |  |         |                    |  |         |

## 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 non-payment 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](http://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.

## **EXECUTION INSTRUCTIONS FOR BOND SUBMITTALS**

***NOTE: All signatures (principal and surety) are required to be notarized (preferably on separate acknowledgement form if in California).***

***Incomplete or incorrect execution will result in delay of processing your documents. For quick reference, the City of Los Angeles has outlined the following instructions on what we are looking for when reviewing your documents. According to the type of entity of the business, please see what signature(s) and paperwork will be required to process your bond.***

### **INDIVIDUALS**

***Example: (Name of Individual dba (Name of Company)***

***John Doe dba John Doe Construction***

***Signature(s) are required to be notarized. (Preferably on separate acknowledgement form if in California).***

### **LLC (Limited Liability Company), TRUST AGREEMENTS, POWER-OF-ATTORNEY'S AND NON-PROFITS**

***Please provide a copy of the above documents, showing that the person(s) listed on the bond are authorized to sign on behalf of the company or individual. All persons listed and signing bond must have signatures acknowledged by a Notary Public (preferably on separate acknowledgement form if in California).***

### **PARTNERSHIPS/LIMITED PARTNERSHIPS**

***At least one general partner must sign the bond. All persons listed and signing bond must have signatures acknowledged by a Notary Public (preferably on separate acknowledgement form if in California).***

### **JOINT VENTURES**

***All persons in the Joint Venture agreement must sign the bond. All persons listed and signing bond must have signatures acknowledged by a Notary Public (preferably on separate acknowledgement form if in California).***

### **CORPORATIONS**

***Must have signatures from at least two officers listed on bond, or one person may hold more than one office (two offices).***

***Example of acceptable corporate signatures include: Chairman of the Board, President, Vice-President, Secretary or Assistant Secretary, Chief Financial Officer or Assistant Chief Financial Officer, Treasurer or Assistant Treasurer, et al.***

***An authorized agent may also sign for corporation, provided that a certified copy of the Board Resolution for the company is furnished, authorizing such person to execute the document on behalf of the corporation or sign alone.***

***Rev. 9/5/2014***



# Contractor's Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That *Uwe* \_\_\_\_\_  
as PRINCIPAL(S), and \_\_\_\_\_, a  
corporation organized under the laws of the State of \_\_\_\_\_ and duly authorized to  
transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the city of  
Los Angeles, a municipal corporation, as OBLIGEE, in the just and full sum of  
Dollars, (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment whereof well  
and truly to be made said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators,  
successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the forgoing obligation is such that, whereas the above bounden PRINCIPAL is  
about to enter into a contract, attached hereto, with said OBLIGEE to do and perform the following, to-wit:

\_\_\_\_\_ as will more fully appear from said contract, reference to which is hereby made, and which said contract and all  
documents incorporated therein by reference are expressly made a part hereof.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the contract, or to the work to be performed hereunder shall in any way affect  
its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or  
addition to the terms of the contract of the work.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform the work contracted  
to be done under said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and  
conditions of said contract upon its or his part to be performed, then this obligation to be null and void, otherwise to  
remain in full force and effect.

No right of action shall accrue under this bond to or for the use any person other than the OBLIGEE named  
herein.

Signed and sealed the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_ (Attorney-in-Fact)

\_\_\_\_\_  
(Surety)

- 1. Corporate or Individual principal must be on Corporate Acknowledgement form.
- 2. corporate seal must be Impressed hereon In case of corporation.

## CITY OF LOS ANGELES

### INSTRUCTIONS AND INFORMATION ON SUBMITTING BONDS TO THE CITY OF LOS ANGELES (Share this information with your agent or broker)

1. **Agreement/Reference** All bonds must identify the nature of your business with the City. Clearly show any assigned number of a 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.

2. **When to submit** Normally, no work may begin until the bond Certificate Approval number ("CA number") has been obtained. Bond documents should be submitted as early as practicable.

3. **Acceptable Evidence** Bond forms are available directly from the City department requiring the bond, or you may obtain bond forms (interactive) from <http://cao.lacity.org/risk/BondForms.htm>.

Instructions for executing bond documents for the City are available at: <http://cao.lacity.org/risk/BondDocExecutionInstructions.pdf>

4. **Bond Document Approval** Electronic submission is the preferred method of submitting bond documents for approval.

Completed bond documents should be sent electronically to the Office of the City Administrative Officer, Risk Management ([CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org)). **Submissions other than via email will delay the approval process, as bond documents will have to be manually processed.**

Please note: Certain original bond documents, such as Department of Building and Safety Grading Bonds, must be submitted directly to the Office of the City Administrative Officer, Risk Management Division, 200 North Main Street, Room 1240, Los Angeles, CA 90012, for approval.

Verification of all approved bonds may be obtained by checking **Track4LA™**, the City's online insurance and bond compliance system, at <http://track4la.lacity.org>.

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: 7/29/2021

Agreement/Reference: PERSONAL DELIVERY DEVICES V1.0 Permit 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 - Workers' Compensation (WC) and Employer's Liability (EL)** WC Statutory

Waiver of Subrogation in favor of City  Longshore & Harbor EL \$1,000,000

Workers Jones Act

**General Liability** City of Los Angeles must be named as additional insured \$1,000,000

Products/Completed Operations  Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

**Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period 12 Months After Completion of Work or Date of Termination

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

All Risk Coverage  Boiler and Machinery

Flood \_\_\_\_\_  Builder's Risk

Earthquake \_\_\_\_\_  \_\_\_\_\_

**Pollution Liability** \_\_\_\_\_

\_\_\_\_\_

**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

**Crime Insurance** \_\_\_\_\_

**Other:** \_\_\_\_\_

Umbrella Liability: \$1Million per occurrence

Performance Bond of \$100 per vehicle

\_\_\_\_\_