



**Addendum No. 3**  
**To**  
**Request for Proposals**  
**For**  
**Bus Transportation Services**  
**For the Community Services & Parks Department**

**ADDENDUM TO PROPOSAL DOCUMENTS**

**Date:** June 3, 2019

**From:** Sevag Garabetian  
Community Services & Parks Department  
613 E. Broadway, Room 120  
Glendale, CA 91206

**To:** All Prospective Proposers

**Project:** Request for Proposals, Bus Transportation Services

**Subject:** Addendum No. 3, Addendum to Proposal Documents

**Notice:** This Addendum modifies the original Request for Proposal Documents and becomes part of the Sample Contract Documents. Make the following modifications, acknowledge receipt of this Addendum No. 3 by signing it, and place this Addendum in the Proposal Form.

Please follow the instructions on how the changes are reflected for each section.

All other terms, conditions, requirements, and qualifications of the RFP remain unchanged by this Addendum. I acknowledge receipt of Addendum No. 3.

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Signature

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Printed Name & Title

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Proposer (Firm Name)

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Date

**LOCATION:** Request for Proposals

> **Section I.** - Introduction

> **Letter O.** – Additional Requirements for Bus Transportation Services Contractor

> **Item 6**

(Found on Page 11)

**MODIFICATIONS:** All red text below that has a strikethrough (~~strikethrough~~) is deleted and is replaced with the **yellow highlighted** red text under “Changed To”:

**Currently States:**

6. Contractor must compensate the City, and must deduct from the pending invoice a percentage of the ~~invoice amount~~ (“credit amount”) identified in the schedule below and in the Contract, when any one or more of the following situations occur:

- A bus arrives to the pickup location after the scheduled pickup time;
- A bus fails to show up; or
- A bus is not in a clean, neat, or sanitary condition.

	<del>Credit Amount on City’s Invoice or on Any Payment Due or Owing Contractor</del>			
<del>Offense Type</del> (Yearly—September 1 to August 31)	<del>1<sup>st</sup> Offense</del>	<del>2<sup>nd</sup> Offense</del>	<del>3<sup>rd</sup> Offense</del>	<del>4<sup>th</sup> Offense</del> (and each occurrence after the 4 <sup>th</sup> )
<del>0-15 Minutes Late</del>	<del>No Charge</del>	<del>15% of invoice</del>	<del>30% of invoice</del>	<del>50% of invoice</del>
<del>16-30 Minutes Late</del>	<del>15% of invoice</del>	<del>30% of invoice</del>	<del>50% of invoice</del>	<del>70% of invoice</del>
<del>31+ Minutes Late</del>	<del>30% of invoice</del>	<del>50% of invoice</del>	<del>70% of invoice</del>	<del>90% of invoice</del>
<del>Bus Doesn’t Show Up</del>	<del>125% of invoice</del>	<del>City may end Contract &amp; Proceed under Performance Bond</del>	<del>City may end Contract &amp; Proceed under Performance Bond</del>	<del>City may end Contract &amp; Proceed under Performance Bond</del>
<del>Bus not clean</del>	<del>No Charge</del>	<del>10% of invoice</del>	<del>20% of invoice</del>	<del>30% of invoice</del>

Under the Contract, if Contractor does not deduct the credit amount or if Contractor deducts an incorrect amount, the City may deduct the credit amount from any payment due or owing to Contractor.

**CHANGED TO:**

6. Contractor must compensate the City, and must deduct from the pending invoice a percentage of the **cost per bus per trip** identified in the schedule below and in the Contract, when any one or more of the following situations occur:

- A bus arrives to the pickup location after the scheduled pickup time;
- A bus fails to show up; or
- A bus is not in a clean, neat, or sanitary condition.

	<b>Credit Amount on City's Invoice or on Any Payment Due or Owing Contractor</b>			
	<ul style="list-style-type: none"> <li>• <b>For Multiple Buses, Credit is Due Per Bus In Violation of the Items Below</b></li> <li>• <b>For Multiple Dates Billed on One Invoice, Credit is Due Per Bus In Violation of the Items Below on the Specific Date of the Requested Transportation Date</b></li> </ul>			
<b>Offense Type</b> Accumulated Yearly September 1 to August 31	<b>Offense (1 – 3)</b>	<b>Offense (4 – 5)</b>	<b>Offense (6 – 7)</b>	<b>8<sup>th</sup> Offense</b> (and each occurrence after the 8)
<b>0-15 Minutes Late</b>	No Penalty	5% off of the cost per bus per trip	20% off of the cost per bus per trip	40% off of the cost per bus per trip
<b>16-30 Minutes Late</b>	5% off of the cost per bus per trip	10% off of the cost per bus per trip	25% off of the cost per bus per trip	50% off of the cost per bus per trip
<b>31+ Minutes Late</b>	10% off of the cost per bus per trip	25% off of the cost per bus per trip	40% off of the cost per bus per trip  City may end Contract & Proceed under Performance Bond	100% off of the cost per bus per trip  City may end Contract & Proceed under Performance Bond
<b>Offense Type</b> Accumulated Yearly September 1 to August 31	<b>Offense (1 – 2)</b>	<b>Offense (3 – 4)</b>	<b>Offense (5 – 6)</b>	<b>7<sup>th</sup> Offense</b> (and each occurrence after the 7)
<b>Bus Not Clean</b>	No Charge	5% off of the cost per bus per trip	15% off of the cost per bus per trip	25% off of the cost per bus per trip  City may end Contract & Proceed under Performance Bond
	<b>1<sup>st</sup> Offense</b>	<b>2<sup>nd</sup> Offense (3 – 4)</b>	<b>3<sup>rd</sup> Offense</b>	<b>4<sup>th</sup> Offense</b>
<b>Bus Doesn't Show Up</b>	100% off of the cost per bus per trip	150% off of the cost per bus per trip	City may end Contract & Proceed under Performance Bond	City may end Contract & Proceed under Performance Bond

Under the Contract, if Contractor does not deduct the credit amount or if Contractor deducts an incorrect amount, the City may deduct the credit amount from any payment due or owing to Contractor.

**LOCATION:** Request for Proposals

> **EXHIBIT 1** – Scope of Services and Minimum Performance Standards

> **Section 5.0** – Personnel Requirements

> **Sub Section 5.7**

(Found on Page 26)

***MODIFICATIONS:*** All red text below that has a strikethrough (~~strikethrough~~) is deleted and is replaced with the **yellow highlighted** red text under “Changed To”:

**5.7** ~~For the Agreement’s Services, CONTRACTOR shall not use, dispatch, or place in service personnel who:~~

(A) ~~Are required to register as a sex offender under California Penal Code Section 290;~~

(B) ~~Have been convicted of any one or more of the following offense within the last ten (10) years:~~

~~(1) California Health & Safety Code Section:~~

~~(a) 11350 to 11391 (Possession, use, and sale of controlled substances);~~

~~(2) California Vehicle Code Section:~~

~~(a) 10851 to 10855 (Theft or unlawful taking of vehicle or vehicle parts);~~

(C) ~~Have been convicted of any one or more of the following offenses within the last seven (7) years:~~

~~(1) California Vehicle Code Section:~~

~~(a) 14601.3 (Habitual traffic offender);~~

~~(b) 14601.4 (Causing bodily injury to another while driving with license suspended or revoked);~~

~~(c) 14601.5 (Driving with knowledge of suspension, revocation, or restriction of driving privilege);~~

~~(d) 20001 (Duty to stop at scene of injury accident);~~

~~(e) 20003 (Duty of driver upon injury or death);~~

~~(f) 20004 (Duty of driver to report accident upon death);~~

~~(g) 23104 (Reckless driving, bodily injury, prior conviction);~~

~~(h) 23153 (Driving under the influence);~~

~~(2) California Penal Code Section:~~

~~(a) 118 (Perjury);~~

~~(b) 192 (Voluntary, involuntary, and vehicular manslaughter);~~

~~(c) 241 to 245.5 (Assault and battery);~~

~~(d) 529.5 (Deceptive appearance of government-issued identification cards and drivers’ licenses);~~

~~(e) 529.7 (Falsely obtaining or assisting others in obtaining official documents issued by the DMV);~~

~~(f) 530.5 (Unauthorized use of personal identifying information to obtain credit, goods, services, or medical information in another person’s name);~~

~~(g) 530.6 (Unlawful use of personal identifying information by another); or~~

~~(3) A felony listed in California’s Penal Code, including any felony charged as a misdemeanor under Penal Code Section 17(b)(4);~~

(D) ~~Have been convicted of any one or more of the following offenses within the last three (3) years:~~

~~(1) California Penal Code Section:~~

~~(a) 537e (Removal or alteration of manufacturer's serial or identification mark); or~~

~~(2) California Vehicle Code Section:~~

~~(a) 31 (False information to peace officer);~~

~~(b) 10501 (False report of theft);~~

~~(c) 10750 (Altering or changing vehicle numbers);~~

~~(d) 10751 (Unlawful use or possession of manufacturer serial or identification numbers);~~

~~(e) 10752 (Possession or sale of manufacturer's or governmental serial numbers);~~

~~(f) 10801 (Ownership or operation of chop shop);~~

~~(g) 10802 (Alteration, destruction, forgery, or removal of vehicle identification numbers);~~

~~(h) 10803 (Possession, purchase, sale, or transfer of motor vehicle or parts that have been altered or defaced);~~

~~(i) 12500 (Unlawful to drive without valid license);~~

~~(j) 14601 (Driving when privileges suspended or revoked for certain offenses);~~

~~(k) 14601.1 (Driving when privileges suspended or revoked for other reasons);~~

~~(l) 14601.2 (Driving when privileges suspended or revoked for driving under the influence);~~

~~(m) 20002 (Duty of driver after accident when property is damaged);~~

~~(n) 22350 (Basic speed law);~~

~~(o) 23103 (Reckless driving);~~

~~(p) 23104 (Reckless driving, bodily injury, prior conviction);~~

~~(q) 23109 (Speed contests);~~

~~(r) 23152 (Driving under the influence); or~~

(E) ~~Have been convicted of one or more other criminal offenses that, in CITY's reasonable determination, may:~~

~~(1) Disqualify the person from operating a vehicle under California or federal law;~~

~~(2) Impede, hinder, frustrate, delay, or affect the Agreement's performance; or~~

~~(3) Increase CITY's liability, risk, or exposure.~~

**CHANGED TO:**

**5.7 For the Agreement's Services, CONTRACTOR shall not use, dispatch, or place in service personnel who:**

**(A) Have been refused a certificate or endorsement, or whose certificate or endorsement either has not been renewed or has been revoked, when any one or more of:**

**(1) The conditions described in California Vehicle Code Section 13369, now in effect or as later amended, apply; or**

**(2) The causes identified in California Vehicle Code Section 13370, now in effect or as later amended, apply; or**

**(B) Have been convicted of one or more other criminal offenses that, in CITY's reasonable determination, may:**

**(1) Disqualify the person from operating a vehicle under California or federal law;**

**(2) Impede, hinder, frustrate, delay, or affect the Agreement's performance; or**

**(3) Increase CITY's liability, risk, or exposure.**

**LOCATION:** Request for Proposals

> **EXHIBIT 4** – Insurance Requirements

> **Section 1.0** – “COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

> **Sub Section 1.2 (D)**

(Found on Page 42)

***MODIFICATIONS: All red text below that has a strikethrough (~~strikethrough~~) is deleted and is replaced with the yellow highlighted red text under “Changed To”:***

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage;
- (D) ~~THREE MILLION DOLLARS (\$3,000,000)~~ per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for sexual abuse or molestation to any one person; and
- (E) TEN MILLION DOLLARS (\$10,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

**CHANGED TO:**

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage;
- (D) **TWO MILLION DOLLARS (\$2,000,000)** per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for sexual abuse or molestation to any one person; and
- (E) TEN MILLION DOLLARS (\$10,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

LOCATION: Exhibit 5 – Sample Contract

Section: 5.6 (B) and (C)

Page: SC-8

**MODIFICATIONS:** All red text below that has a strikethrough (~~strikethrough~~) is deleted and is replaced with the **yellow highlighted** red text under “Changed To”:

**Currently States:**

(B) CITY shall assess liquidated damages on a ~~“per occurrence”~~ basis; that is, for each instance when any one or more of the following situations occur:

- (1) A bus arrives to the pickup location after the scheduled pickup time;
- (2) A bus fails to show up; or
- (3) A bus is not in a clean, neat, or sanitary condition.

(C) While this Agreement is in effect, the following liquidated damage (Credit) Schedule is in effect:

	<del>Credit Amount on CITY's Invoice or on Any Payment Due or Owing CONTRACTOR</del>			
<del>Offense Type</del> <del>(Yearly – September 1 – August 31)</del>	<del>1<sup>st</sup> -Offense</del>	<del>2<sup>nd</sup> -Offense</del>	<del>3<sup>rd</sup> -Offense</del>	<del>4<sup>th</sup> -Offense</del> <del>(and each occurrence after the 4<sup>th</sup>)</del>
<del>0-15 Minutes Late</del>	<del>No Charge</del>	<del>15% of invoice</del>	<del>30% of invoice</del>	<del>50% of invoice</del>
<del>16-30 Minutes Late</del>	<del>15% of invoice</del>	<del>30% of invoice</del>	<del>50% of invoice</del>	<del>70% of invoice</del>
<del>31+ Minutes Late</del>	<del>30% of invoice</del>	<del>50% of invoice</del>	<del>70% of invoice</del>	<del>90% of invoice</del>
<del>Bus Doesn't Show Up</del>	<del>125% of invoice</del>	<del>CITY may end Contract &amp; Proceed under Performance Bond</del>	<del>CITY may end Contract &amp; Proceed under Performance Bond</del>	<del>CITY may end Contract &amp; Proceed under Performance Bond</del>
<del>Bus not clean</del>	<del>No Charge</del>	<del>10% of invoice</del>	<del>20% of invoice</del>	<del>30% of invoice</del>

**Changed To:**

(B) CITY shall assess liquidated damages on a **“per bus per trip”** basis; that is, for each instance when any one or more of the following situations occur:

- (1) A bus arrives to the pickup location after the scheduled pickup time;
- (2) A bus fails to show up; or
- (3) A bus is not in a clean, neat, or sanitary condition.

(C) While this Agreement is in effect, the following liquidated damage (Credit) Schedule is in effect:

<b>Credit Amount on City's Invoice or on Any Payment Due or Owing Contractor</b>				
<ul style="list-style-type: none"> <li>• For Multiple Buses, Credit is Due Per Bus In Violation of the Items Below</li> <li>• For Multiple Dates Billed on One Invoice, Credit is Due Per Bus In Violation of the Items Below on the Specific Date of the Requested Transportation Date</li> </ul>				
<b>Offense Type</b> Accumulated Yearly September 1 to August 31	<b>Offense (1 – 3)</b>	<b>Offense (4 – 5)</b>	<b>Offense (6 – 7)</b>	<b>8<sup>th</sup> Offense</b> (and each occurrence after the 8)
<b>0-15 Minutes Late</b>	No Penalty	5% off of the cost per bus per trip	20% off of the cost per bus per trip	40% off of the cost per bus per trip
<b>16-30 Minutes Late</b>	5% off of the cost per bus per trip	10% off of the cost per bus per trip	25% off of the cost per bus per trip	50% off of the cost per bus per trip
<b>31+ Minutes Late</b>	10% off of the cost per bus per trip	25% off of the cost per bus per trip	40% off of the cost per bus per trip  City may end Contract & Proceed under Performance Bond	100% off of the cost per bus per trip  City may end Contract & Proceed under Performance Bond
<b>Offense Type</b> Accumulated Yearly September 1 to August 31	<b>Offense (1 – 2)</b>	<b>Offense (3 – 4)</b>	<b>Offense (5 – 6)</b>	<b>7<sup>th</sup> Offense</b> (and each occurrence after the 7)
<b>Bus Not Clean</b>	No Charge	5% off of the cost per bus per trip	15% off of the cost per bus per trip	25% off of the cost per bus per trip  City may end Contract & Proceed under Performance Bond
	<b>1<sup>st</sup> Offense</b>	<b>2<sup>nd</sup> Offense (3 – 4)</b>	<b>3<sup>rd</sup> Offense</b>	<b>4<sup>th</sup> Offense</b>
<b>Bus Doesn't Show Up</b>	100% off of the cost per bus per trip	150% off of the cost per bus per trip	City may end Contract & Proceed under Performance Bond	City may end Contract & Proceed under Performance Bond



**LOCATION:** Exhibit 5 – Sample Contract

**Section:** 3.0 Maintenance Requirements

**Page:** SC-24

**MODIFICATIONS:** *The following Sections have been renumbered:*

Currently States:	Page	Changed To:
9.1.	SC-24	3.1.
9.2.	SC-25	3.2.
9.3.	SC-25	3.3.
9.4.	SC-25	3.4.
9.5.	SC-25	3.5.
9.6.	SC-25	3.6.

**LOCATION:** Exhibit 5 – Sample Contract

**Section:** 5.0 Personnel Requirements

**Page:** SC-24, SC-26, SC-28, CS-30, SC-31

**MODIFICATIONS:** *The following Sections have been renumbered:*

Currently States:	Page	Changed To:
11.3.	SC-26	5.3.
11.4.	SC-26	5.4.
11.5.	SC-28	5.5.
11.6.	SC-28	5.6.
11.7.	SC-28	5.7. <i>(With Additional Changes Following this Section)</i>
11.8.	SC-30	5.8.
11.9.	SC-31	5.9.
11.10.	SC-31	5.10.
11.11.	SC-31	5.11.

LOCATION: Exhibit 5 – Sample Contract

Section: 6.0 Additional Requirements

Page: SC-31, SC-32

**MODIFICATIONS: The following Sections have been renumbered:**

Currently States:	Page	Changed To:
12.1.	SC-31	6.1.
12.2.	SC-31	6.2.
12.3.	SC-31	6.3.
12.4.	SC-31	6.4.
12.5.	SC-32	6.5.
12.6.	SC-32	6.6.
12.7.	SC-32	6.7.
12.8.	SC-32	6.8.

LOCATION: Exhibit 5 – Sample Contract

Section: 11.7 Personnel Requirements *Re-Numbered to 5.7 (See Above)*

Page: SC-28

**MODIFICATIONS: All red text below that has a strikethrough (*strikethrough*) is deleted and is replaced with the **yellow highlighted red text** under “Changed To”:**

5.7 ~~For the Agreement’s Services, CONTRACTOR shall not use, dispatch, or place in service personnel who:~~

~~(A) Are required to register as a sex offender under California Penal Code Section 290;~~

~~(B) Have been convicted of any one or more of the following offense within the last ten (10) years:~~

~~(1) California Health & Safety Code Section:~~

~~(a) 11350 to 11391 (Possession, use, and sale of controlled substances);~~

~~(2) California Vehicle Code Section:~~

~~(a) 10851 to 10855 (Theft or unlawful taking of vehicle or vehicle parts);~~

~~(C) Have been convicted of any one or more of the following offenses within the last seven (7) years:~~

~~(1) California Vehicle Code Section:~~

~~(a) 14601.3 (Habitual traffic offender);~~

~~(b) 14601.4 (Causing bodily injury to another while driving with license suspended or revoked);~~

~~(c) 14601.5 (Driving with knowledge of suspension, revocation, or restriction of driving privilege);~~

~~(d) 20001 (Duty to stop at scene of injury accident);~~

~~(e) 20003 (Duty of driver upon injury or death);~~

~~(f) 20004 (Duty of driver to report accident upon death);~~

~~(g) 23104 (Reckless driving, bodily injury, prior conviction);~~

~~(h) — 23153 (Driving under the influence);~~

~~(2) — California Penal Code Section:~~

~~(a) — 118 (Perjury);~~

~~(b) — 192 (Voluntary, involuntary, and vehicular manslaughter);~~

~~(c) — 241 to 245.5 (Assault and battery);~~

~~(d) — 529.5 (Deceptive appearance of government-issued identification cards and drivers' licenses);~~

~~(e) — 529.7 (Falsely obtaining or assisting others in obtaining official documents issued by the DMV);~~

~~(f) — 530.5 (Unauthorized use of personal identifying information to obtain credit, goods, services, or medical information in another person's name);~~

~~(g) — 530.6 (Unlawful use of personal identifying information by another); or~~

~~(3) — A felony listed in California's Penal Code, including any felony charged as a misdemeanor under Penal Code Section 17(b)(4);~~

~~(D) Have been convicted of any one or more of the following offenses within the last three (3) years:~~

~~(1) — California Penal Code Section:~~

~~(a) — 537e (Removal or alteration of manufacturer's serial or identification mark); or~~

~~(2) — California Vehicle Code Section:~~

~~(a) — 31 (False information to peace officer);~~

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~~(c) — 10750 (Altering or changing vehicle numbers);~~

~~(d) — 10751 (Unlawful use or possession of manufacturer serial or identification numbers);~~

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~~(i) — 12500 (Unlawful to drive without valid license);~~

~~(j) — 14601 (Driving when privileges suspended or revoked for certain offenses);~~

~~(k) — 14601.1 (Driving when privileges suspended or revoked for other reasons);~~

~~(l) — 14601.2 (Driving when privileges suspended or revoked for driving under the influence);~~

~~(m) — 20002 (Duty of driver after accident when property is damaged);~~

~~(n) — 22350 (Basic speed law);~~

~~(o) — 23103 (Reckless driving);~~

~~(p) — 23104 (Reckless driving, bodily injury, prior conviction);~~

~~(q) — 23109 (Speed contests);~~

~~(r) — 23152 (Driving under the influence); or~~

~~(E) Have been convicted of one or more other criminal offenses that, in CITY's reasonable determination, may:~~

~~(1) — Disqualify the person from operating a vehicle under California or federal law;~~

~~(2) — Impede, hinder, frustrate, delay, or affect the Agreement's performance; or~~

~~(3) — Increase CITY's liability, risk, or exposure.~~

**CHANGED TO:**

**5.7** For the Agreement's Services, CONTRACTOR shall not use, dispatch, or place in service personnel who:

(A) Have been refused a certificate or endorsement, or whose certificate or endorsement either has not been renewed or has been revoked, when any one or more of:

(1) The conditions described in California Vehicle Code Section 13369, now in effect or as later amended, apply; or

(2) The causes identified in California Vehicle Code Section 13370, now in effect or as later amended, apply; or

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(1) Disqualify the person from operating a vehicle under California or federal law;

(2) Impede, hinder, frustrate, delay, or affect the Agreement's performance; or

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**MODIFICATIONS: All red text below that has a strikethrough (~~strikethrough~~) is deleted and is replaced with the **yellow highlighted red text** under “Changed To”:**

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage;
- (D) ~~THREE MILLION DOLLARS (\$3,000,000)~~ per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for sexual abuse or molestation to any one person; and
- (E) TEN MILLION DOLLARS (\$10,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

**CHANGED TO:**

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

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- (C) TEN MILLION DOLLARS (\$10,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage;
- (D) **TWO MILLION DOLLARS (\$2,000,000)** per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for sexual abuse or molestation to any one person; and
- (E) TEN MILLION DOLLARS (\$10,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.