

CONTRACT NO. C- [NUMBER]

PRE-QUALIFIED ON-CALL CONSULTANT SERVICES CONTRACT

FOR

**PLANNING AND TECHNICAL SERVICES FOR THE BUREAU OF SANITATION'S
WASTEWATER, STORMWATER AND SOLID RESOURCES PROGRAMS**

BETWEEN

CITY OF LOS ANGELES

AND

CONSULTANT NAME

FOR THE

**DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION**

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CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES

This Contract is made and entered into by and between the CITY OF LOS ANGELES, California, a municipal corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "CITY", and [**Consultant Firm Name**], hereinafter referred to as the "CONSULTANT", and is set forth as follows:

WITNESSETH

WHEREAS, CITY has a need for consulting services for highly specialized planning and technical expertise and services to support Wastewater, Solid Resources and Storm water related projects on an emergency or as-needed basis; and

WHEREAS, the BOARD authorized SANITATION to distribute a Request for Qualifications (RFQ), and negotiate and establish an on-call list of consultants on September 29, 2006; and

WHEREAS, ten (10) consultant teams responded to the RFQ dated December 15, 2006. Eight (8) consultant teams were selected for further consideration; and

WHEREAS, [Name of the firm] was selected to be one of eight consultants placed on a list as the most qualified by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, CONSULTANT has demonstrated qualifications to perform said services; and

WHEREAS, CONSULTANT meets the State requirements to perform professional engineering work as required in the Professional Engineers Act; and

WHEREAS, services to be provided by CONSULTANT are of an expert and technical nature and are temporary and occasional in character; and

WHEREAS, CITY desires to retain CONSULTANT to provide the required planning and technical support services in connection with the Project as outlined herein;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE 1 -SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or the CONSULTANT. The singular shall include the plural; if there shall be more than one CONSULTANT herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 - DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

BOARD	The Board of Public Works of the City of Los Angeles.
CITY	The City of Los Angeles, Board of Public Works or its subordinate bureaus.
CONSULTANT	[Name of firm]
DAY	Calendar day, unless otherwise specified.
DIRECTOR	Director of Bureau of Sanitation or designated representative.
EQUIPMENT	All non-office related devices which would ordinarily be used in the course of office operation.
HOURLY BILLING RATE	Hourly Billing Rate for CONSULTANT or subconsultant(s) includes salary, fringe benefits, overhead, profit and all other expenses incurred by CONSULTANT or subconsultant.
MBE/WBE/OBE	Minority/Women/Other Business Enterprise.
NOTICE OF AWARD	The written notice by the DIRECTOR to the successful proposer stating that upon compliance by the successful proposer of required conditions, the CITY will issue a Notice to Proceed.
NOTICE OF PROCEED	The written notice by the DIRECTOR to the successful proposer that the Project shall commence.
PROJECT	Any project(s) awarded to CONSULTANT under this Contract, to be described in attachments hereto.
PROJECT TASK ORDER / TASK ORDER	Detailed PROJECT description, including scope of services and payment schedule.
QA / QC	Quality Assurance / Quality Control (Program)
SANITATION	The Los Angeles City Bureau of Sanitation operating under the Board of Public Works.
SUBCONSULTANT	Hired by the Prime CONSULTANT with whom written subconsultant contract has been fully executed.

ARTICLE 3 - PROJECT DESCRIPTION

The Bureau of Sanitation (SANITATION) is facing many challenges in addressing new National Pollutant Discharge Elimination System (NPDES) mandates, and Wastewater, Stormwater and Solid Waste Resources regulations from regulatory agencies. These new mandates or regulations have a direct impact on the “day to day” operations and demands increased resources which exceed SANITATION’s current staffing and resources. In many cases, these mandates or requirements demand resources that are limited in duration and do not justify hiring staff permanently. In addition, many of these requirements and demands require specialized technical expertise and knowledge that go beyond our staff abilities and knowledge. In addition, in many instances, addressing these mandates and requirements require the ability to have access and knowledge of similar efforts and experiences across the nation. Further, SANITATION is required to address these demands and requirements immediately. As a result and in order to comply with many of these demands and requirements in a timely manner, SANITATION needs to utilize the services of consultants. These services are specialized in scope and limited in duration. This Contract will provide support services on as needed or an emergency basis, on special projects within SANITATION.

The CONSULTANT will perform the following work:

- Scientific and technical studies in various engineering and environmental fields
- Wastewater facilities planning, technical assistance and operational support services
- Storm water and water quality planning and operational support services
- Solid resources planning and operational support services
- Information technology services and support for Wastewater, Stormwater and Solid Resources activities
- Public outreach and education
- Financial analysis
- Regulatory compliance and technical assistance in the areas of Wastewater, Stormwater and Solid Waste Resources
- Training, emergency preparedness and safety support

ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT

4.1 CONSULTANT shall perform the services described in Article 4.4. CONSULTANT shall perform such work with a degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

4.2 CONSULTANT shall provide corrective services without charge to the CITY for services which fail to meet the above standards and are reported to CONSULTANT in writing within sixty (60) days of discovery. Should the CONSULTANT fail or refuse to perform promptly its obligations under this warranty, the CITY may render or undertake the performance thereof and the CONSULTANT shall be liable for any expenses thereby incurred.

4.3 Maintenance of Records

CONSULTANT shall maintain complete and accurate records with respect to all costs incurred under this Contract, including the records supporting the cost proposals used to enter into this Contract with CITY. All of the aforementioned records shall be maintained on an industry recognized accounting

basis and shall be clearly identifiable. CONSULTANT shall make available to the representative of CITY all of such books and records, and the right to examine and audit the same, and to make transcripts or copies therefrom. CONSULTANT shall maintain and allow inspection of all said books and records, including, but not limited to work data, documents, proceedings, and activities related to this Contract for a period of five (5) years from the date of final payment under this Contract. CONSULTANT shall maintain said records in a manner which will indicate actual time and allowable costs with respect to all work performed hereunder as required by CITY.

4.4 Scope of Services

4.4.1 Description of Scope

SANITATION plans to utilize the on-call consulting services to provide specialized and expert services for the following but not limited to:

- Scientific and Technical Studies
- Wastewater Treatment Plant - Planning, Technical Issues, Operational Support Services, Plant Optimization, Regulatory Permit Compliance
- Biosolids Program – Planning, Technical Issues, Operational Support Services, Development of Biomass Alternative Technologies and Management
- Wastewater Collection System – Planning, Technical Issues, Operational Support Services, Structural and Hydraulic Condition Assessment, Sewer Capacity Plan, Rehabilitation Plan
- Industrial Waste Program – Planning, Technical Issues, Operational Support Services, Development of Industrial Waste Discharge Standards
- Fats, Oil and Grease Program – Planning, Technical Issues and Operational Support Services
- Stormwater Program – Planning, Technical Issues, Operational Support Services, Regulatory Compliance, Evaluation of discharge limits for Santa Monica Bay, Ballona Creek, Los Angeles River, and Los Angeles and Long Beach Harbors.
- Solid Resources Program - Strategic Planning, Technical Issues, Operational Support Services, Commercial Recycling Planning, Development of Resource Recovery as an Alternative to the Use of Landfills
- Federal and State Regulation of Wastewater and Solid Waste – Technical Issues and Regulatory Compliance Requirements
- Financial Revenue and Bond Program – Financial Analysis, Financial Screening, Funding Sources, Review of current rate structure
- Public Outreach Program – Community Outreach, Stakeholder Involvement Strategies
- Information Technology (IT) Services – Technical Assistance
- Safety and Training Program – Specialized Training, and Human Resources Development
- Strategic Planning - Support SANITATION's on going labor-management Strategic planning effort
- Value Engineering – review feasibility, constructability and cost-effectiveness of recommended projects and programs.
- Urgent Operational Enhancements and Upgrade – Provide quick design and build support for critically and urgently needed system operational enhancements and upgrades.

4.4.2 Assignment of Work

Initially, the selected CONSULTANTS will be listed in random order. Assignment of task orders under this Contract will generally be done in one of the following manners as noted below:

- A. **For large task orders with estimated cost of equal or more than \$1,000,000.** The CITY will issue a TASK ORDER Solicitation and will request all Consultants' on the list to submit proposals on an upcoming project. For each desired TASK ORDER, the project will be awarded to the pre-qualified on-call CONSULTANT whose proposal represents the best overall value to the CITY for the requested work. The selected proposer will be moved to the bottom of the list for the purpose of subsequent work assignments.

 - B. **For moderately sized task orders greater than \$250,000 but less than \$1,000,000.** The CITY will issue a TASK ORDER Solicitation and will request the top three CONSULTANT firms on the list to submit a proposal. The project will be awarded to the pre-qualified on-call CONSULTANT whose proposal represents the best overall value to the CITY for the requested work. The selected proposer will be rotated to the bottom of the list for the purpose of subsequent work assignments.

 - C. **For smaller sized task orders equal or less than \$250,000.** The CITY will issue a TASK ORDER Solicitation to the first ranked firm on the list. Negotiations will follow on the terms for the project, specifically on the scope of work, deliverables, schedule, and costs. If an agreement cannot be reached with the first firm, the CITY reserves the right to negotiate with the next firm on the list and so on until an agreement is reached. The successful CONSULTANT will then be rotated to the bottom of the list for the purpose of subsequent work assignments.
- The CITY reserves the right to advertise any TASK ORDER, regardless of the size, to the entire list per the guidelines established in Section 4.2.2. In addition and under urgent and special conditions, the CITY may choose to award the TASK ORDER regardless of the size to the first ranked firm on the list subject to the concurrence of the BOARD.

 - A TASK ORDER Solicitation request will be prepared by the CITY defining scope of the services. The TASK ORDER will be distributed per Section 4.4.2

 - For each desired Project Task, the project will be awarded to the proposer whose proposal represents the best overall value to the CITY. The selected proposer will be rotated to the bottom of the list for the purpose of subsequent work assignments.

 - If an agreement cannot be reached with the selected CONSULTANT, the CITY reserves the right to negotiate with the next firm that proposes and so on until an agreement is reached.

 - Once an agreement is reached, the CITY will issue a NOTICE TO PROCEED. No work is authorized until the CITY issues the NOTICE TO PROCEED to the selected firm. No guarantee of work is given or implied to any of the CONSULTANTS on the list.

 - A CONSULTANT may refuse any offer of work. However, the CONSULTANT should respond in writing, within 10 calendar days of receipt of work notice, to the CITY with his refusal and unavailability. If the CONSULTANT consistently declines work or failures to communicate their unavailability to the PROJECT TASK ORDERS, the CITY may remove the CONSULTANT from the list.

4.5 CONSULTANT Schedule of Services

- 4.5.1 The CONSULTANT shall prepare and submit to the DIRECTOR a schedule of the services to be performed, within fifteen (15) calendar days, after receiving the CITY's NOTICE TO PROCEED. This schedule shall consist of a detailed bar chart and shall be in the same format as the sample project schedule set forth in **Exhibit A**. The CONSULTANT shall perform the work in accordance with the approved schedule and prepare revisions and updates in a timely manner. The CITY may withhold payment to the CONSULTANT for failure to comply with requirements of this procedure.
- 4.5.2 The CONSULTANT's schedule of services shall show the dates on which each part or division of the work is expected to be started and completed and shall show all submittals associated with each work activity, allowing a minimum of fifteen (15) calendar days for the DIRECTOR to review each submittal unless a longer period of time is specified elsewhere in this Contract or the TASK ORDER. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work. The bar chart shall show all major work items, points of interface with the CITY and milestone submittals. The CONSULTANT shall also submit a separate progress schedule listing all submittals required under the Contract and estimated date of submittal. The DIRECTOR will review the CONSULTANT's schedules and provide comments relative to overall compliance with requirements of the Contract documents.
- 4.5.3 An updated schedule of services shall be submitted to the DIRECTOR as specified in the TASK ORDER. The submittal of the updated CONSULTANT's schedule of services, which will satisfy the requirements of this Section, accurately reflects the status of the work and incorporates all changes into the schedule. Updated schedules shall also be submitted at such other times as the DIRECTOR may direct. Upon approval of an amendment or issuance of a NOTICE TO PROCEED with a change, the approved amendments shall be reflected in the next schedule update submittal by the CONSULTANT, or other update submittal approved by the DIRECTOR. If specified in the TASK ORDER, as a condition precedent to final payment, the CONSULTANT shall submit to the DIRECTOR a final schedule of services that accurately reflects the manner in which the services were actually completed.
- 4.5.4 The CONSULTANT shall submit a written explanation with the original schedule submittal and show sufficient detail as to how the work is to be performed to enable the CITY to make an evaluation. If the explanation is not adequate to establish that the schedule is valid and practical, a review conference may be held to reach an understanding on required revisions. The CONSULTANT shall make such revisions in the schedule and narrative and resubmit within ten (10) calendar days after the conference unless granted an extension by the DIRECTOR.
- 4.5.5 The CONSULTANT shall submit progress reports as specified in the TASK ORDER. This may consist of a monthly narrative progress report and may include an updated schedule of services. The purpose of the report is to provide a brief description of the status of the work and to identify any problems and open issues that may affect timely completion.
- 4.5.6 As directed in this Contract or the TASK ORDER, the CONSULTANT shall participate in

progress meetings with the DIRECTOR. These meetings shall be held regularly as directed by the DIRECTOR. All meetings are to be comprehensively documented by the CONSULTANT and related documentation distributed to attendees.

- 4.5.7 The CONSULTANT shall provide an overall contract summary of the utilization of subconsultants as part of the monthly invoice. The summary shall include all TASK ORDERS completed to date or underway.

ARTICLE 5 - KEY CONSULTANT PERSONNEL

- 5.1 CONSULTANT designates the following persons to implement the work: [**Identify all key consultant personnel and their titles or functions.**] Additional technical specialists shall be assigned subject to the DIRECTOR's approval.
- 5.2 CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this Contract shall serve in these positions as long as required by the Project, and CONSULTANT shall not change personnel assigned to these positions without the consent and approval of the DIRECTOR, provided such consent shall not be unreasonably withheld.

ARTICLE 6 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

The CITY and the DIRECTOR designates Adel Hagekhalil, Division Manager of the Wastewater Engineering Services Division as the CITY representative acting on behalf of the DIRECTOR for the management of this Contract, representing the CITY in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the DIRECTOR or the designee. The CITY agrees to furnish the CONSULTANT with any reasonably available reports and data necessary for the completion of the work.

ARTICLE 7 - TERM OF CONTRACT AND TIME OF EFFECTIVENESS

Unless otherwise provided, the term of this Contract shall begin on [**Start date of contract**], and shall expire 5 years thereafter unless terminated as provided under Article 8 or extended by amendment to this Contract.

ARTICLE 8 - TERMINATION

- 8.1 This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 8.2 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONSULTANT is given (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

8.3 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONSULTANT at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONSULTANT's default.

If termination for default is effected by the CONSULTANT or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONSULTANT for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONSULTANT relating to written commitments that were executed prior to the termination.

8.4 Upon receipt of a termination action under Articles 8.1 or 8.2 above, the CONSULTANT shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Contract, whether completed or in process.

8.5 Upon termination under Articles 8.1 or 8.2 above, the CITY may take over the work and may award another party a contract to complete the work under this Contract.

8.6 If, after the termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the Contract price shall be made as provided in Article 8.3 of this article.

ARTICLE 9 - SUBCONTRACTORS

All subcontracts in excess of \$10,000 shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY showing the subconsultant's name and dollar amount of each subcontract. Wholly-owned subsidiaries of CONSULTANT shall not be considered subconsultants.

CONSULTANT plans to subcontract with firms listed on **Exhibit J** (Prime and Subconsultant Information.)

This listing is not exclusive and additional subconsultants may be added with the approval of the DIRECTOR. Substitution requires approval from the BOARD.

The CONSULTANT shall make every effort to equitably utilize the subconsultants listed on Exhibit J. The CONSULTANT shall provide an overall contract summary of the utilization of subconsultants as part of the monthly invoice. The summary shall include all TASK ORDERS completed to date or underway.

ARTICLE 10 - COMPENSATION, INVOICING AND PAYMENT

Compensation for services provided under this Contract shall be provided on a Cost Reimbursement –Billing Salary Rate basis, a Cost Reimbursement - Hourly Billing Rate basis, a Lump Sum basis, or a combination thereof, at the sole discretion of the CITY. For the Cost Reimbursement – Billing Salary Rate basis, compensation is defined as the sum of: (1) Billing Salary Rates; (2) Overhead; (3) Other Direct Cost with no markup; (4) Subcontract Expenses plus administrative fee as stated herein; and (5) Profit as defined herein. For the Cost Reimbursement – Hourly Billing Rate basis, compensation is defined as the sum of: (1) Hourly Billing Rates; (2) Other Direct Cost with no markup; and (3) Subcontract Expenses plus administrative fee as stated herein. For the Lump Sum basis, compensation is defined solely as the Lump Sum.

10.1 Cost Reimbursement – Billing Salary Rate Basis

10.1.1 "Billing Salary Rates" shall be at the rates approved by the DIRECTOR, to be charged by CONSULTANT for employees' time directly chargeable to their performance of the project work.

Any adjustments to the CONSULTANT's Billing Salary Rate shall be in accordance with established SANITATION policies, existing at the time this Contract was executed. Actual CONSULTANT employee salaries may be increased at the discretion of CONSULTANT's management. However, Billing Salary Rate increases are limited to once per year, per employee, on the anniversary date of the CONSULTANT's Contract execution, and are subject to the approval of the DIRECTOR. In no case shall the "Billing Salary Rates" exceed the actual salary rates paid to the employee.

If a CONSULTANT employee is promoted to a new classification or position, documentation shall be provided to the DIRECTOR. CONSULTANT shall provide explanation of the higher responsibilities of the CONSULTANT employee in the new classification or position. CONSULTANT may increase the Billing Salary Rate due to promotion, subject to the approval of the DIRECTOR.

Subconsultant Billing Salary Rates are negotiated by CONSULTANT and DIRECTOR per TASK ORDER. Any adjustments to subconsultants' Billing Salary Rates for a TASK ORDER shall be reviewed and approved by the DIRECTOR prior to invoicing. Adjustments to subconsultants' Billing Salary Rates may be increased one time per year, per employee, on the anniversary date of the CONSULTANT's Contract execution, and are subject to approval of the DIRECTOR. Any such increases shall be in accordance with established SANITATION policy existing at the time this Contract was executed.

10.1.2 "Overhead" (including payroll burden, general and administrative expenses, and all other expenses not included in Section 10.1.3) shall be at a rate applied to Billing Salary Rate. Payroll burden includes the cost of benefits for employees which include, but are not limited to, employer paid costs for employee insurance programs, employer-paid payroll-related taxes, sick leave, holidays, vacation and retirement. Overhead for this CONSULTANT Services Contract is fixed for the duration of the Contract at a rate of 180 percent for CONSULTANT personnel located in the CONSULTANT's Office and fixed at a rate of 155 percent for CONSULTANT personnel located in a CITY office. At the DIRECTOR's discretion, the subconsultants' overhead rates are subject to review and approval by the DIRECTOR and shall remain fixed for the duration of the Contract.

The CONSULTANT Office rate shall apply to CONSULTANT personnel on temporary assignment, not to exceed one month, at one of the CITY's offices. The CITY Office rate shall apply when the CONSULTANT personnel are on assignment at one of the CITY's offices for a period exceeding one month. The overhead rate selection for every CONSULTANT employee shall be approved by the DIRECTOR.

10.1.3 "Other Direct Cost" includes those costs of CONSULTANT directly identifiable to or incurred in the performance of services hereunder, including but not limited to reproduction, freight, messenger service, travel (in accordance with established CITY policies), equipment rented by CONSULTANT, auto rental (as approved within the CONSULTANT Travel Authorization form, **Exhibit I**), and mileage charges (based on IRS allowable amounts). The Overhead rate does not include Associated Project Costs (APC). APC includes direct project costs such as telecommunications, office supplies, cellular phones, freight/postage (mail, Fed Ex, UPS, couriers), Fax, incidental photo copying, and personal computers cost shall be compensated at a rate of \$7.00 per labor hour. APC does not include such items as specialty reproduction and CAD which shall be billed at cost in addition to APC. Any specialized items purchased for the task at the request of the CITY shall be charged to the CITY, and shall become the property of the CITY and delivered to the CITY upon request. Any other items purchased for the task shall be the property of the CONSULTANT, shall not be charged to the CITY, and will not be reimbursed. Communication expenses, cost of office space, equipment, and supplies furnished to CITY personnel at CONSULTANT's location shall be paid by the CITY. The CITY shall receive the full benefit of any free travel, frequent flyer mileage, discounts and/or any other advantages which are acquired by the CONSULTANT as a result of CITY sponsored travel.

10.1.4 "Subcontract Expenses" shall be the actual amount paid by CONSULTANT to subconsultant for their services to the CITY plus an administrative fee of five (5) percent. No administrative fee is allowed on Other Direct Costs by the subconsultants. The subconsultants shall bill the CONSULTANT for other direct costs as cost with no markup.

10.1.5 "Profit" shall be limited to ten (10) percent and shall be applied to the summation of "Billing Salary Rates" and "Overhead".

10.2 Cost Reimbursement - Hourly Billing Rate Basis

Cost Reimbursement - Hourly Billing Rate is a method of compensation whereby CONSULTANT is compensated on an hourly basis pursuant to established Hourly Billing Rates set forth in **Exhibit H**. The Hourly Billing Rates shall be approved by the DIRECTOR for CONSULTANT employees' time directly chargeable to their performance of the project work. The Hourly Billing Rate shall include salary, fringe benefits, overhead, profit and all other business expenses incurred by CONSULTANT. Reimbursement for Other Direct Costs and Subcontract Expenses shall be in accordance with Sections 10.1.3 and 10.1.4 of this Contract.

Subconsultant Hourly Billing Rates are negotiated by CONSULTANT and DIRECTOR per TASK ORDER. Any adjustments to the CONSULTANT's Hourly Billing Rates for a TASK ORDER shall be in accordance with established SANITATION policies, existing at the time this Contract was executed. Actual CONSULTANT salaries may be increased at the discretion of CONSULTANT's management. However, Hourly Billing Rate increases are limited to once per year, per employee, on the anniversary date of the CONSULTANT's Contract execution, and are

subject to the approval of the DIRECTOR.

If a CONSULTANT employee is promoted to a new classification or position, documentation shall be provided to the DIRECTOR. CONSULTANT shall provide explanation of the higher responsibilities of the CONSULTANT employee in the new classification or position. CONSULTANT may increase the Hourly Billing Rate due to promotion, subject to the approval of the DIRECTOR.

Any adjustments to subconsultants' Hourly Billing Rates shall be reviewed and approved by the DIRECTOR prior to invoicing. Adjustments to subconsultants' Hourly Billing Rates may be increased one time per year, per employee, on the anniversary date of the CONSULTANT's Contract execution, and are subject to approval of the DIRECTOR. Any such increases shall be in accordance with established SANITATION policy existing at the time the adjustment is approved.

10.3 Lump Sum Basis

Lump Sum Basis is a method of compensation whereby CONSULTANT is compensated for designated milestones for a specific task order. All of the CONSULTANT's costs including employee salaries, overhead, other direct costs, subcontract expenses, and profit are included in the Lump Sum Amount.

10.4 Prevailing Wages

For only those workers qualifying for Prevailing Wages, the CONSULTANT shall comply with the following requirements.

10.4.1 The CONSULTANT shall comply with all provisions of the Labor Code of the State of California relating to Public Works wages, and in specific, with those requiring the CONSULTANT: (1) to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work, and (2) to post a copy of the "General Prevailing Wage Rate" at the employee's place of work, in a conspicuous place available to all employees and applicants for employment.

10.4.2 The "General Prevailing Wage Rates" shall be the rates determined by the Director of the Department of Industrial Relations of the State of California. Copies of said rates are on file with the BOARD.

10.4.3 The CONSULTANT and the CONSULTANT's subconsultants shall pay the full amount due at the time of payment computed at wage rates not less than those contained in the wage determination division applicable to the work regardless of any contractor relationship which may be alleged to exist between the CONSULTANT and such subconsultant.

10.4.4 Prevailing Wages set by the State of California can differ depending on the area within the State and may be set outside the anniversary date of the CONSULTANT's contract execution. If Prevailing Wages are adjusted by the State, Billing Salary Rates or Hourly Billing Rates may be adjusted subject to the approval of the DIRECTOR.

10.4.5 Billing Salary Rates or Hourly Billing Rates that include applicable Prevailing Wage rates may vary from the Billing Salary Rates or Hourly Billing Rates that do not include applicable Prevailing Wage Rates.

10.5 Proposed Project Cost Breakdown

At the discretion of the DIRECTOR, the Sample Proposed Project Cost Worksheet [**Exhibit B**], attached hereto and incorporated herein by this reference, may be used or modified for the estimated total cost by task for each TASK ORDER. For TASK ORDERS specifying a Cost Reimbursement – Billing Salary Rate compensation method, the Proposed Project Cost Worksheet shall be based upon the estimated hours of labor at estimated Billing Salary Rates, the allocated overhead, Other Direct Cost, Subcontract Expenses, and profit. For TASK ORDERS specifying a Cost Reimbursement - Hourly Billing Rate compensation method, the Proposed Project Cost Worksheet shall be based upon the estimated hours of labor at estimated Hourly Billing Rates, Other Direct Cost, and Subcontract Expenses. For TASK ORDERS specifying a Lump Sum compensation method, the Proposed Project Cost Worksheet shall set forth the total project cost and the appropriate payment milestones.

The amount shown for each task on a Proposed Project Cost Worksheet are estimates only, and unexpended funds allocated for one task may be used for another task as long as the total Cost Breakdown specified in the TASK ORDER is not exceeded. Such reallocation of funds must have the prior written approval of the DIRECTOR.

10.6 Compensation

CONSULTANT agrees to perform the work specified in Article 4.4, and CITY shall compensate CONSULTANT on a Cost Reimbursement – Billing Salary Rate basis, a Cost Reimbursement - Hourly Billing Rate basis, a Lump Sum basis, or a combination thereof, at the sole discretion of the DIRECTOR. DIRECTOR shall designate the compensation method in the TASK ORDERS to be issued under this Contract. If the TASK ORDER Solicitation specifies the compensation as being on a Cost Reimbursement – Billing Salary Rate basis or a Cost Reimbursement - Hourly Billing Rate basis, payment shall be made in accordance with the Proposed Project Cost Breakdown to be provided for DIRECTOR approval prior to issuance of NOTICE TO PROCEED for any Task under this Contract. Billing Salary Rates, Hourly Billing Rates, Subcontract Expenses, Overhead, and Other Direct Costs shall be in accordance with rates set herein. The total cost ceiling shall be stated in the TASK ORDER.

If the TASK ORDER Solicitation specifies the compensation as being on a Lump Sum basis, payment shall be made upon the satisfactory completion of the tasks or milestones as set forth in the TASK ORDER. The total cost ceiling shall be stated in the TASK ORDER.

10.7 Invoicing and Payment

10.7.1 For TASK ORDERS specifying a Cost Reimbursement – Billing Salary Rate basis or a Cost Reimbursement - Hourly Billing Rate basis method of payment, CONSULTANT shall, once each month, submit to DIRECTOR an original and three (3) copies of a

complete and valid invoice with required back up documents in a format acceptable to the CITY which will include all costs for services provided during the preceding month. DIRECTOR shall review CONSULTANT's invoice and notify CONSULTANT of exceptions or disputed items and their dollar value.

- 10.7.2 For TASK ORDERS specifying a Lump Sum method of payment, CONSULTANT shall submit to the DIRECTOR, upon the satisfactory completion of each task/milestone, an original and three (3) copies of a complete and valid invoice in a format acceptable to the DIRECTOR. DIRECTOR shall review CONSULTANT's invoices and notify CONSULTANT of exceptions or disputed items and their dollar value. The total invoice amount, less any exceptions or disputed items shall be considered approved for payment.
- 10.7.3 All invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be required by DIRECTOR to establish the amount of such invoices for allowable expenses.
- 10.7.4 CITY shall pay CONSULTANT all amounts approved for payment within sixty (60) days after DIRECTOR receives CONSULTANT's correct and valid invoice, including all required documentation.
- 10.7.5 The CITY will not pay for CONSULTANT's nor subconsultant's personnel for invoice preparation. The CITY will not pay for CONSULTANT's nor subconsultant's communications expenses and computer lease, rental or hourly charges.
- 10.7.6 For TASK ORDERS over \$100,000, a Subconsultant Utilization Invoice Attachment **[Exhibit C-2]**, listing MBE/WBE/OBE amounts invoiced shall also be submitted as part of the monthly invoice. CONSULTANT must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoice shall be paid without the Subconsultant Utilization Invoice Attachment.
- 10.7.7 All invoices shall be subject to audit. Support for any Other Direct Cost items less than \$25 need not be submitted by CONSULTANT unless specifically requested by CITY.
- 10.7.8 All charges related to the performance of the CONSULTANT's work for any TASK ORDER, including the work of any subcontractors or subconsultants, shall be invoiced to the CITY within sixty (60) days of the issuance of the final reports. The CITY will not reimburse the CONSULTANT for any charges related to any TASK ORDER invoiced to the CITY after sixty (60) days.
- 10.7.9 If the project requires and if mutually agreed upon by the CONSULTANT and the CITY, specialty subconsultant services may be requested on a specific project TASK ORDER. The Cost Reimbursement - Hourly Billing Rate method of compensation will be used when invoicing the CITY for the specialty subconsultant services. Hourly Billing Rates shall be at the rates approved by the DIRECTOR to be charged by the subconsultant for employees' time directly chargeable to their performance of the project work. The Hourly Billing Rate shall include salary, fringe benefits, overhead, profit and all other business expenses incurred by the subconsultant.

10.7.10 Within 15 days of discovery, CONSULTANT shall notify the DIRECTOR in writing when costs reach 75 percent (75%) of the amount authorized for the TASK ORDER. Failure to provide written notification may result in late payment of invoices.

10.7.11 CITY shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the Proposed Project Cost Breakdown set forth. CONSULTANT shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Proposed Project Cost Breakdown, either, unless and until, DIRECTOR shall have notified CONSULTANT in writing, or, unless and until CONSULTANT notifies DIRECTOR prior to work and DIRECTOR agrees to additional work in writing, that such Proposed Project Cost Breakdown has been increased and shall have specified in such notice an estimated Proposed Project Cost Breakdown which shall thereupon constitute the cost performance of this Contract. In the absence of the specified notice, CITY shall not be obligated to reimburse CONSULTANT for any costs in excess of the Proposed Project Cost Breakdown set forth, whether those costs were incurred during the course of the Contract or as a result of termination.

10.7.12 CITY liability under this Contract shall only be to the extent of the present appropriation to fund the Contract. No action, statement, or omission of any officer, agent, or employee of CITY shall impose any obligation upon CITY, such officer, agent, or employee, except to the extent CITY has appropriated funds and otherwise in accordance with the terms of this Contract.

CONSULTANT and CITY agree that no indebtedness for work performed which results in costs under this Contract shall arise against CITY until and unless there is an appropriation of funds to pay for such work. However, if CITY shall appropriate funds for any successive fiscal years, CITY's liability shall be extended to the extent of such appropriation subject to the terms and conditions of this Contract.

10.7.13 CONSULTANT acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

ARTICLE 11 - AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 12 - INDEMNIFICATION AND INSURANCE

12.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONSULTANT undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and

Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONSULTANT'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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract on the part of CONSULTANT or its subconsultants of any tier. The provisions of this paragraph shall survive termination of this Contract.

12.2 **INSURANCE**

A. General Conditions

During the term of this Contract and without limiting the Consultants' indemnification of the CITY, the CONSULTANT shall provide and maintain at its own expense during the term of this Contract a program of insurance having the coverage and limits customarily carried and actually arranged by CONSULTANT but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in Exhibit D hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by charter, ordinance, or policy and shall comply with the instructions set forth, in Exhibit D, and which can also be found at the BOARD'S website: www.lacity.org/bpw/Secretariat/Insurance.html, in the form *Instructions and Information on Complying with City Insurance Requirements, rev 9/06*, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect CITY as an Insured or an Additional Interest Party or a Loss Payee as its interests may appear; respectively, when such status is appropriate and available depending on the nature of the applicable coverage; 2) provide the CITY at least thirty (30) days advance notice of cancellation, and within ten (10) days for non-payment of premium, material reduction in coverage, or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to CITY's insurance program. Except when CITY is a named insured, Consultants' insurance is not expected to respond to claims which may arise from the acts or omissions of the CITY.

B. Failure to Procure Insurance

All required insurance must be submitted to the BOARD and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations or tenancy by CONSULTANT.

The CONSULTANT's failure to procure or maintain required insurance, or to the CITY's satisfaction, 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 the CONSULTANT.

C. Modification of Coverage

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 CONSULTANT ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the CONSULTANT, CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

D. Workers Compensation

By signing this Contract, CONSULTANT hereby certifies that it is aware of the provisions of Section 3700 et seq., of the 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 such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of CITY will be required when work is performed on CITY premises under hazardous conditions.

ARTICLE 13 - INDEPENDENT CONTRACTORS

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

ARTICLE 14 - WARRANTY AND RESPONSIBILITY OF CONSULTANT

- 14.1 CONSULTANT warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONSULTANT's profession, doing the same or similar work under the same or similar circumstances.
- 14.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Contract. CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 14.3 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONSULTANT will notify the CITY within 15 days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Contract, as well as recommendations for the correction of such incorrect or misleading information.
- 14.4 CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this Contract in accordance with this Contract.

- 14.4 Except as specified in Article 12 and as otherwise provided in this Contract, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Contract, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

Notwithstanding any provision in this Contract to the contrary, CITY and CONSULTANT shall not be liable to each other for consequential damages resulting in any way from the performance or non-performance of the services whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

- 14.5 **CONSULTANT** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information. Article 14.1 through 14.5, all inclusive, shall survive expiration or termination of this Contract.

ARTICLE 15 - OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY

15.1 Ownership of Data

- 15.1.1 Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by CONSULTANT under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. CONSULTANT shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set in the form described in Article 15.1.2, below. CONSULTANT shall be permitted to maintain copies of all such data for its own files. Should CITY use these products or data in connection with additions to the work required under this Contract or for new work, without consultation with and without additional compensation to CONSULTANT, CONSULTANT shall have no liability or responsibility whatsoever in connection with such use.

- 15.1.2 Specifically with regard to the computer data files specified in Article 15.1.1, above, said computer data files (or databases) shall be provided to the CITY by tape or electronically, via an asynchronous RS-232 protocol, to a CITY provided compatible computer system. With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin mylar stock or good quality paper satisfactory for reproduction.

15.2 Intellectual Property

Titles in Work Products and Pre-existing Materials

- 15.2.1 The CITY shall own all titles, rights and interests in all Work Products created by CONSULTANT and its subconsultants under this Contract. Work Products are all materials, tangible or not, created in whatever medium under this Contract, including without limitation, reports, manuals, specifications, drawings and sketches, schematics, marks, logos,

graphic designs, notes, databases, programs, methods, designs and analyses, and all forms of intellectual property.

- 15.2.2 CONSULTANT agrees that the Work Products are created for the sole benefit of the CITY, which is the intended intellectual property rights owner to the Work Products.
- 15.2.3 Further, CONSULTANT hereby assigns and shall contractually require all persons performing work under this Contract (including subconsultants) to assign to the CITY, all titles, rights and interests, including copyrights in such Work Products. Upon request by the CITY to perfect CITY's titles, rights, or interests, CONSULTANT shall promptly execute and cause its personnel (including subconsultants) to execute documents (including assignments) presented by the CITY to perfect the titles, rights, and interests of the CITY in the Work Products with no additional charges to the CITY beyond that identified in this Contract or subsequent change orders. The CITY, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
- 15.2.4 All documents, information and pre-existing materials provided by CITY to CONSULTANT and its subconsultants arising out of or related to this Contract shall remain the property of the CITY. The CONSULTANT may not use, distribute or otherwise make public in any manner, either for profit or not for profit, any of the information, documentation, or procedures developed for the CITY hereunder without the prior written consent of the CITY.
- 15.2.5 CONSULTANT hereby grants to CITY and CITY's Agent's a royalty free, non-assignable, perpetual and non-exclusive license to use CONSULTANT's pre-existing proprietary materials and intellectual property included or embodied in the Work Products delivered by CONSULTANT under this Contract. CITY's Agents as used in this paragraph are non-CITY personnel authorized by the CITY to use the Work Products for CITY's benefits or businesses. Where applicable, CONSULTANT is responsible for procuring all third-party intellectual property licenses on behalf of the CITY as called for or required to fully enjoy the benefits of the Work Products delivered to CITY.
- 15.2.6 Before performing any work under this Contract, CONSULTANT agrees to incorporate Articles 15.2.1, 15.2.2, 15.2.3, 15.2.4 and 15.2.5 above, and other related covenants herein to contractually bind or otherwise oblige its subconsultants and personnel performing work under this Contract such that the CITY's titles, rights, and interests in Work Products are preserved and protected as intended.

Indemnification for Third-Party Intellectual Property Infringement

- 15.2.7 CONSULTANT represents and warrants that its performance of all obligations under this Contract does not infringe in any way, direct or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, and proprietary information.
- 15.2.8 CONSULTANT will defend at its own expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("Action" hereinafter) against the CITY, its commissioners, officers, directors, agents, employees, or affiliates ("CITY Defendants") for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets,

trade marks, service marks, ideas, concepts, themes, methods, algorithms and other proprietary information or rights (collectively "Intellectual Property rights" hereinafter), (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONSULTANT in performing the work under this Contract; or (2) as a result of the CITY's actual or intended use of any Work Product furnished by CONSULTANT under the Contract.

CONSULTANT also shall indemnify the CITY against all reasonable attorneys' fees, losses, costs, expenses, liability, and damages awarded against the CITY or settlement as a consequence of such Action.

- 15.2.9 In CONSULTANT's defense of the CITY Defendants, negotiation, compromise, and settlement of any such infringement Action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.
- 15.2.10 Where any Work Product furnished by CONSULTANT (a) becomes the subject of an Action, (b) is adjudicated as infringing a third party's Intellectual Property right, or (c) has its use enjoined or license terminated; CONSULTANT shall, with the CITY's consent, do one of the following immediately. CONSULTANT shall at its expense either:
- i) procure for the CITY the right or license to continue using the Work Product; or
 - ii) replace the Work Product with a functionally equivalent, non-infringing product.
- Exercise of any of the above-mentioned options shall not cause undue business interruption to the CITY or diminish the intended benefits and use of the Work Product by the CITY under this Contract.
- 15.2.11 Rights and remedies available to the CITY hereinabove shall survive the expiration or other termination of this Contract. Further, the rights and remedies are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

Survivability

- 15.2.12 Articles 15.2.1 through 15.2.11 shall survive the expiration or other termination of this Contract.

ARTICLE 16 - NONDISCRIMINATION AND AFFIRMATIVE ACTION

The CONSULTANT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, the CONSULTANT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The CONSULTANT shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The CONSULTANT shall also comply with all rules, regulations, and policies of the CITY's Board of Public Works, Office of Contract

Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the CONSULTANT relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the CONSULTANT to comply with this requirement or to obtain the compliance of its subconsultants with such obligations shall subject the CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT's Contract with the CITY. The Affirmative Action Ordinance is attached here to as Exhibit F and incorporated here as reference.

ARTICLE 17 - MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONSULTANT agrees and obligates itself to utilize the services of Minority, Women, and Other Business Enterprise (MBE/WBE/OBE) firms on a level so designated in its proposal. CONSULTANT certifies that it has complied with Mayoral Directive 2001-26 regarding the MBE/WBE/OBE Subcontractor Outreach Program for Personal Services Contracts Greater than \$100,000, included as Attachment 8 to the Request for Qualifications. The CITY has set anticipated participation levels of **18%** MBE and **4%** WBE for TASK ORDERS exceeding \$100,000. CONSULTANT shall not change any of these designated subconsultants or reduce their level of effort without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

When a PROJECT TASK ORDER is issued, an MBE/WBE/OBE Utilization Profile, [**Exhibit C-1**], listing MBE/WBE/OBE planned expenditures throughout the life of the project shall be submitted by CONSULTANT. As part of the invoicing procedures described in Article 10.7.6 Supra, CONSULTANT shall complete the Subconsultant Utilization Invoice Attachment [**Exhibit C-2**] and shall provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. The MBE/WBE/OBE Utilization Profile shall remain the same throughout the life of the project unless there is written concurrence of the DIRECTOR in the form of a Change Authorization Form – MBE/WBE/OBE Utilization Profile [**Exhibit C-3**].

Contracts valued at less than \$100,000 are exempt from the MBE/WBE/OBE Subcontractor Outreach Program. However, the CONSULTANT is encouraged to utilize MBE, WBE and OBE subconsultants should any subcontracting opportunities arise.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Contract shall be made without written consent of the parties to this Contract as required under Article 32.

ARTICLE 19 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Division Manager, Wastewater Engineering Services Division
Address: 2714 Media Center Drive
Los Angeles, CA 90065

To CONSULTANT:

Contact Person: [Name], [Title]
Address: [Provide Address.]

ARTICLE 20 – FORCE MAJEURE

Notwithstanding any other provisions hereof, neither CONSULTANT nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract if such failure shall be due to causes beyond CONSULTANT's or the CITY's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 21 - SEVERABILITY

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

ARTICLE 22 - DISPUTES

Should a dispute or controversy arise concerning provisions of this Contract or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 23 - ENTIRE CONTRACT

This Contract contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 24 - APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California. CONSULTANT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining portions of provisions shall not be affected thereby.

**ARTICLE 25 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED (BTRC)**

CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended. Should such certificate(s) become suspended or revoked, it is the CONSULTANT's responsibility to report the matter immediately to the DIRECTOR. The BTRC is attached hereto as Exhibit E and incorporated herein as reference.

ARTICLE 26 - BONDS

Duplicate copies of all bonds which may be required hereunder shall conform to CITY requirements established by charter, ordinance or policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

ARTICLE 27 - CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code Child Support Assignment Orders. Pursuant to this ordinance, CONSULTANT shall (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of CONSULTANT are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, *et seq*; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10b of the Los Angeles Administrative Code, failure of CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of CONSULTANT to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the CONSULTANT under terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONSULTANT by CITY. Any subcontract entered into by the CONSULTANT relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the CONSULTANT to obtain compliance of its subconsultants shall constitute a default by the CONSULTANT under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONSULTANT by the CITY.

CONSULTANT shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONSULTANT assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

ARTICLE 28 - LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER

RETENTION ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time.

1. CONSULTANT assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
2. CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONSULTANT shall require each of its subconsultants within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONSULTANT shall deliver the executed pledges from each such subconsultant to the CITY within ninety (90) days of the execution of the subcontract. CONSULTANT's delivery of executed pledges from each such subconsultant shall fully discharge the obligation of the CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the CITY.
4. Any subcontract entered into by the CONSULTANT relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
5. CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONSULTANT has violated provisions of either the LWO or the SCWRO or both.

Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the CONSULTANT is to continue work

following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

ARTICLE 29 - AMERICANS WITH DISABILITIES ACT

The CONSULTANT hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONSULTANT will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONSULTANT will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONSULTANT, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 30 - EQUAL BENEFITS ORDINANCE

Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, this Contract is subject to the provisions of the EBO as amended from time to time.

1. During the performance of the Contract, the CONSULTANT certifies and represents that the CONSULTANT will comply with the EBO. The CONSULTANT agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the CONSULTANT will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Bureau of Contract Administration, Office of Contract Compliance, (213) 847-1922.”

2. The failure of the CONSULTANT to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
3. If the CONSULTANT fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.

4. Failure to comply with the EBO may be used as evidence against the CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
5. If the Bureau of Contract Administration, Office of Contract Compliance determines that the CONSULTANT has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the CITY. Violation of this provision may be used as evidence against the CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

ARTICLE 31 - WAIVER

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

ARTICLE 32 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONSULTANT may not, unless it has first obtained the written permission of the CITY:

- (a) Assign or otherwise alienate any of its rights hereunder, including the right of payment; or
- (b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 33 - PERMITS

The CONSULTANT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for the CONSULTANT's performance hereunder and shall pay any fees required therefore. CONSULTANT certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 34 - CLAIMS FOR LABOR AND MATERIALS

The CONSULTANT shall promptly pay when due all amounts payable 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 matter produced by the CONSULTANT hereunder), against the CONSULTANT's rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 35 - DISCOUNTS

CONSULTANT agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payments made under this Contract which meet the discount terms.

ARTICLE 36 - CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONSULTANT to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONSULTANT's fitness and ability to continue performing the Contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this Contract;
2. Notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance;
3. Ensure that its subconsultant(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subconsultant(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subconsultant has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

ARTICLE 37 – BREACH

Except for force majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 38 – SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. CONSULTANT 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 Contract. The Slavery Disclosure Ordinance is attached hereto as Exhibit G and incorporated herein as reference.

ARTICLE 39 – MUNICIPAL LOBBYING ORDINANCE

Any contractor for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its contract a certification on a form prescribed by the City Ethics Commission, that the contractor acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the contractor qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. Each CITY department shall include a copy of the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualification or other solicitation related to entering into a contract with the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year written below.

CITY OF LOS ANGELES

<<**Firm**>>

By: _____

By: _____

Title: President, Board of Public Works

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Rockard J. Delgadillo, CITY Attorney

By: _____

Christopher M. Westhoff

Title: Assistant CITY Attorney

Date: _____

ATTEST

Karen E. Kalfayan, City Clerk

By: _____

Title: _____

Date: _____

EXHIBIT A

PROJECT SCHEDULE (SAMPLE)

EXHIBIT A TASK ORDER #XX - Project Schedule

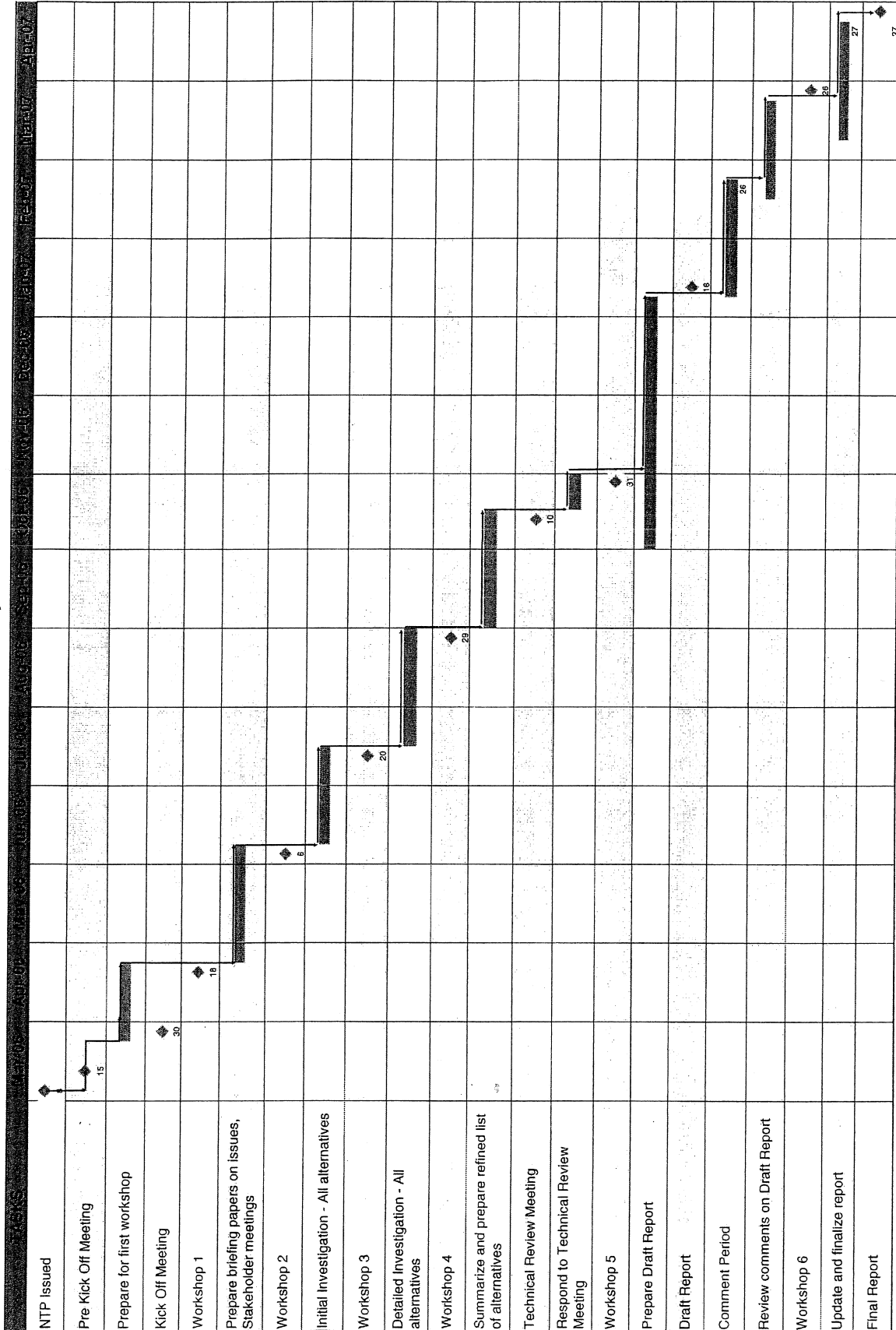


EXHIBIT B

PROJECT SERVICES COST PROPOSAL WORKSHEET

City of Los Angeles - Bureau of Sanitation

On Call Consultant Services Contract

Firm:			Date:	
Contract No.:			Project Task Order No.:	
Project Title:			W.O. No.:	
Scope of Work: (Include project summary, milestones, payment schedule, deliverables, document format, etc., attach additional sheets as necessary)				
Home Office Billing Salary Rates				
Personnel (Name & Title)	Function	Hours	Rate	Amount
		@		\$
		@		\$
		@		\$
Total Hours			Total Direct Labor	\$
Field Office Billing Salary Rates				
Personnel (Name & Title)	Function	Hours	Rate	Amount
		@		\$
		@		\$
		@		\$
Total Hours			Total Direct Labor	\$
Indirect Costs				
		Direct Labor	Rate	Amount
Home Office Overhead	\$	@		\$
Field Office Overhead	\$	@		\$
Total Indirect Costs				\$
Profit (Home & Field Office Total Direct Labor + Total Indirect Costs) @ 10%				\$
Other Direct Costs				
Item	Quantity	Unit	Unit Cost	Amount
		@		\$
		@		\$
		@		\$
Total Other Direct Costs				\$
TOTAL COST				\$

EXHIBIT C

MBE/WBE/OBE UTILIZATION PROFILE

EXHIBIT C-1 **MBE/WBE/DBE/OBE UTILIZATION PROFILE**

EXHIBIT C-2 **SUBCONSULTANT UTILIZATION INVOICE
ATTACHMENT**

EXHIBIT C-3 **CHANGE AUTHORIZATION FORM –
MBE/WBE/DBE/OBE UTILIZATION PROFILE**

These forms are located on the Bureau of Engineering's Intranet site (<http://engineering/forms/index.htm>) and are to be completed and submitted for each Project Task Order.

EXHIBIT C-1

**DEPARTMENT OF PUBLIC WORKS
MBE/WBE/OBE UTILIZATION PROFILE**

Project Title	Contract No:
Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/ WBE/ OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE PARTICIPATION TO DATE	\$	%
TOTAL WBE PARTICIPATION TO DATE	\$	%

Signature of Person Completing this Form

Title

Date

MUST BE SUBMITTED WITH EACH INVOICE

EXHIBIT C-1

to PERSONAL SERVICES CONTRACT

MBE/WBE/DBE/OBE UTILIZATION PROFILE

Firm:	
Title:	
Contract:	
Execution Date:	
Expiration Date:	
Contract Ceiling:	

Month Ending	Total Planned	Prime		MBE		WBE		DBE		OBE	
	Contractual:	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
	\$	\$	% of Planned Payments to Date	\$	% of Planned Payments to Date	\$	% of Planned Payments to Date	\$	% of Planned Payments to Date	\$	% of Planned Payments to Date
1	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
2	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
3	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
4	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
5	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
6	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
7	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
8	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
9	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
10	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
11	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
12	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
13	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
14	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
15	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
16	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
17	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
18	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
19	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
20	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
21	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
22	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
23	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
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26	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
27	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
28	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
29	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
30	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
31	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
32	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
33	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
34	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
35	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
36	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!
Total Planned	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!

Notes:

= to be filled out by Consultant and Project Manager - other fields are calculated

EXHIBIT C-2

SUBCONSULTANT UTILIZATION INVOICE ATTACHMENT

Consultant Company:				
Contract Title:				
Contract No:				
Contract Ceiling:				
Contract Execution Date:				
Contract Expiration Date:				

	Invoice Date	Invoice Number	Invoice Amount	Invoice Amount to Date

Contract Balance Remaining: \$ -

	(From Utilization Profile - Exh. C of Contract)	
Planned Month		Planned Amount to Date

MBE/WBE/DBE/OBE Utilization:

MBE Firms:				%
Company Name	Amount This Invoice	Invoiced Amount to Date	Proposed Sub-Contract Total	Participation To Date
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
Total MBE	\$ -	\$ -	\$ -	#DIV/0!

MBE "Planned" to Date (from Exhibit C to Contract) Actual to Date Through This Invoice Percent Deviation	Cost	% Utilization
	\$ -	#DIV/0!
	\$ -	#DIV/0!
		#DIV/0!

WBE Firms:				%
Company Name	Amount This Invoice	Invoiced Amount to Date	Proposed Sub-Contract Total	Participation To Date
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
Total WBE	\$ -	\$ -	\$ -	#DIV/0!

WBE "Planned" to Date (from Exhibit C to Contract) Actual to Date Through This Invoice Percent Deviation	Cost	% Utilization
	\$ -	#DIV/0!
	\$ -	#DIV/0!
		#DIV/0!

EXHIBIT C-2

SUBCONSULTANT UTILIZATION INVOICE ATTACHMENT

DBE Firms:				%
Company Name	Amount This Invoice	Invoiced Amount to Date	Proposed Sub-Contract Total	Participation To Date
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
Total DBE	\$ -	\$ -	\$ -	#DIV/0!

DBE "Planned" to Date (from Exhibit C to Contract) Actual to Date Through This Invoice Percent Deviation	Cost	% Utilization
	\$ -	#DIV/0!
	\$ -	#DIV/0!
		#DIV/0!

OBE Firms:				%
Company Name	Amount This Invoice	Invoiced Amount to Date	Proposed Sub-Contract Total	Participation To Date
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
	\$ -	\$ -	\$ -	#DIV/0!
Total OBE	\$ -	\$ -	\$ -	#DIV/0!

OBE "Planned" to Date (from Exhibit C to Contract) Actual to Date Through This Invoice Percent Deviation	Cost	% Utilization
	\$ -	#DIV/0!
	\$ -	#DIV/0!
		#DIV/0!

Explanation for Negative Deviation

Note: To be filled out at the start of the contract period and then should seldom need to change.

To be filled out each month by consultant with that month's update data.

EXHIBIT C-3

CHANGE AUTHORIZATION FORM

MBE/WBE/DBE/OBE UTILIZATION PROFILE

Program: _____ Date: _____

Contract Title: _____

Consultant: _____

Project Manager: _____ Change # _____

Description of Proposed Changes (attach Current and Proposed Utilization Profiles)

Reason for Changes

Impact on Final MBE/WBE/DBE/OBE Participation

Recommended by: _____ (Project Manager)	Date: _____
Approved by Program Manager: _____ (signature)	Date: _____

ATTACHMENT 4

INSURANCE REQUIREMENTS PACKAGE

Forms in this package can also be accessed on the City of Los Angeles' Internet site

<http://www.lacity.org/finance/offrm2d.htm>

1. Insurance Requirements (Form Gen 146 IR (Rev 09/01))
2. Submitting Proof of Insurance to the City of LA (Form Gen 133, Rev 10_01)
3. Automobile Liability Special Endorsement Form 134
4. General Liability Special Endorsement Form 135
5. Excess/Umbrella Liability Special Endorsement Form 136
6. Professional Liability Special Endorsement Form 140
7. Property Insurance Special Endorsement Form 138
8. Workers' Compensation Special Endorsement Form 137
9. Request for Waiver of Workers' Compensation Insurance Requirement
10. Conditions for Acceptance of Self-Insurance
11. Applicant's Declaration of Self-Insurance



City of Los Angeles
Office of Finance
200 North Spring St. Rm 101
Los Angeles, CA 90012

EXHIBIT E

BUSINESS TAX APPLICATION

PLEASE NOTE that if you are involved with any type of SALES ACTIVITIES, either RETAIL or WHOLESALE, you are REQUIRED to also fill out the Tobacco Retailer's Questionnaire/Application

The following information is subject to disclosure.

FOR OFFICE USE ONLY. FUND/CLASS _____

FUND/CLASS _____

Business Type (check one): ☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ Trust

Please print or type:

Legal Name: _____

Do not use DBA (fictitious name) here

Business Address: _____

Do not use P. O. Box here _____ Street Address _____ City _____ State _____ Zip Code _____

Please check appropriate box ☐ Commercial Location ☐ Residence

Business Name (DBA): _____

Care Of (C/O): _____

Mailing Address: _____

If different from Business Address _____ Street Address or P.O. Box _____ City _____ State _____ Zip Code _____

Please check appropriate box ☐ Commercial Location ☐ Residence

Starting Date of Business: Month _____ Day _____ Year _____

Social Security No. (SSN) - OR - Federal Employer Identification No. (FEIN): _____

Sales Tax Number (Seller's Permit): _____

Description of Business: _____

(Provide in Detail)

Web Address (optional): _____ ¹Primary Business/Professional Activity Code: _____

Business Phone Number: _____ ²Secondary Business/Professional Activity Code: _____

Gross Receipts²: (If your business began prior to the current year, please complete the gross receipts information below)

Business activity ³ / Date activity started	Calendar Year 200	Calendar Year 200	Calendar Year 200
	Gross Receipts	Gross Receipts	Gross Receipts
a) _____	\$ _____	\$ _____	\$ _____
b) _____	\$ _____	\$ _____	\$ _____
c) _____	\$ _____	\$ _____	\$ _____

Please Note: A minimum business tax is due based on your business activity(ies) for the first year of operation.

Contact Person: _____ **Title:** _____

Contact Phone Number: _____

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge the foregoing is true, correct and complete.⁴

Signature of Owner or Agent _____ Date _____

Print name of Owner or Agent _____

Daytime Telephone Number _____ Email Address _____

¹ This is the 6-digit Primary / Principal Business or Profession Activity Code reported on your Federal Tax Return. A Secondary business activity is one that comprises at least \$1,000,000 and 40% of your gross receipts. Go to lacity.org/finance/pdf/NAICSCODES.pdf for a NAICS code listing.

² If your business is located within the City of Los Angeles and a portion of your gross revenue is derived from outside the City, or your business is located outside the City and a portion of your gross revenue is derived from inside the City, then applicable apportionment formulas may reduce your tax liability.

³ Due to the large number of various business activities described under LAMC Section 21.53 to 21.197, it is not practical to list each separately. For specific activities and rates, contact the Office of Finance or visit our website @ www.lacity.org/finance.

⁴ By completing this form and submitting it to the Office of Finance in an electronic format, such as email, you agree that the submitted form has the same legal effect, validity and enforceability of a form submitted to us via US mail or in person. You also agree that the aforementioned form legally represents a document sent by you or your legal representative.

CITY OF LOS ANGELES

Awarding Dept.: _____
 Dept. Contact: _____
 MS: _____ OCC#: _____

NONDISCRIMINATION ● EQUAL EMPLOYMENT PRACTICES ● AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:

1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.

B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:

1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.

C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:

1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.

D. Subcontractors:

1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that _____ is hereby

 NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

_____, () _____
 WORK ADDRESS TELEPHONE

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: ☐ City Plan; ☐ Company Plan.
5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

 COMPANY NAME

 AUTHORIZED SIGNATURE

 ADDRESS

 NAME AND TITLE (TYPE OR PRINT)

 CITY, COUNTY, STATE, ZIP

A-1

 TELEPHONE

 DATE

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance

1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015

Phone: (213) 847-1922 - Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: _____ **Contact/Phone:** _____

SECTION 1. CONTACT INFORMATION

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

I am a one-person contractor, and I have no employees. ☐ Yes ☐ No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: _____

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☐ No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? ☐ Yes ☐ No

*If **Yes**, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If **No**, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.*

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT H
HOURLY BILLING RATES
 (To be submitted for each Task Order Solicitation)

FIRM	Status	Last Name	First Name	Position	Rate (\$/hr)	Approved Overhead Rate	Approved Profit	Billing Rate (\$/hr)	Effective Date	Notes
PRIME FIRM	Prime	LastPrime	FirstPrime	Task Manager						
PRIME FIRM	Prime	LastPrime	FirstPrime	Sr Engineer						
PRIME FIRM	Prime	LastPrime	FirstPrime	Associate Engineer						
PRIME FIRM	Prime	LastPrime	FirstPrime	Technician						
OBE FIRM NAME	OBE	Last	First	Position						
OBE FIRM NAME	OBE	Last	First	Position						
MBE FIRM NAME	MBE	Last	First	Position						
WBE FIRM NAME	WBE	Last	First	Position						

EXHIBIT I

TRAVEL AUTHORIZATION

- 1. Travel Authorization Form**
- 2. City Travel Policies Memo**

EXHIBIT I

CONSULTANT TRAVEL AUTHORIZATION

<u>Last Name</u>	<u>First Name</u>	<u>Middle Initial</u>	<u>Job:</u>	<u>Subjob:</u>
------------------	-------------------	-----------------------	-------------	----------------

<u>Destination</u>	<u>Date Depart</u>	<u>Date Return</u>	<u>Company</u>
--------------------	--------------------	--------------------	----------------

List in order all points of authorized business stopovers:

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Air Travel is authorized
<input type="checkbox"/>	<input type="checkbox"/>	Use of rental auto is authorized
<input type="checkbox"/>	<input type="checkbox"/>	Travel will be performed by privately owned auto at \$.36 per mile
<input type="checkbox"/>	<input type="checkbox"/>	Other method of transportation, specify:

Justification for Travel:

Approved:

SUPERVISOR

PRINT NAME IN FULL

SIGNATURE

DATE

EXHIBIT I

FORM GEN. 160 (REV. 6-80)

CITY OF LOS ANGELES INTER-DEPARTMENTAL CORRESPONDENCE

DATE: July 14, 2008

MEMORANDUM NO. 08-024

TO: All City Office/Department Heads

FROM: Rushmore D. Cervantes, Chief Deputy Controller



SUBJECT: CITY TRAVEL POLICIES AND PROCEDURES

City travel is governed by the Internal Revenue Service (IRS) Code, Administrative Code, and City Controller Policy. The City Travel Policies and Procedures are published by this Office and are updated regularly.

Attached, you will find the City's revised policies and procedures, which include changes to the following:

1. Cash Advances
2. Checked Baggage Fees
3. Meal Allowances
4. Meal Receipts
5. Gratuities
6. Ground Transportation expenses

The policy changes in this memorandum supersede existing policy statements for these items, and where applicable, the User Department Manual previously published by this Office. The Controller User Department Manual is currently being updated to reflect these changes.

Questions related to these changes may be directed to Nell Dizon, Controller's Office at (213) 978-7355.

cc: Department Chief Accounting Employees
Department Travel Coordinators

EXHIBIT I

CITY OF LOS ANGELES DEMAND AUDIT DIVISION, CONTROLLER'S OFFICE

TRAVEL POLICIES AND PROCEDURES

UPDATED: JULY 14, 2008

Effective immediately, the following changes to City Travel Policies and Procedures will be in effect:

1. Cash Advances

- a. DOMESTIC TRAVEL - Cash advances for domestic travel will now be subject to Controller's pre-approval. Controller's Office will allow cash advances **only** if the following conditions are met:

Request for cash advances must be approved by Department Head. The request should include:

- A justification letter stating the traveler will be subjected to a financial hardship without a cash advance; and
- A statement certifying that the traveler has no outstanding cash advance. (Note: monitoring cash advances will continue to be each department's responsibility.)

- b. INTERNATIONAL TRAVEL - Cash advances for international travel will continue to be processed by the Controller's Office, based on the current federal per diem rate.
- c. Request for cash advance must be submitted to the Controller's Office at least 10 business days before the trip.
- d. Outstanding advances not accounted for within 120 calendar days will now be included as part of an employee's wages on the first payroll period of the subsequent calendar quarter following the end of 120 calendar days. This amount will be subject to income and employment taxes for the period. (Per IRS Federal, State, Local Government Taxable Fringe Benefit Guide, January, 2008).
- e. Personal expense statements for travel without cash advance will be expeditiously processed to allow for quick reimbursement.

2. Checked Baggage Fees

Recent changes to airline policies included charging of fees related to checked baggage. In cases where the traveler is charged for the first checked bag, the City will reimburse for this fee. Baggage fees for additional items will not be automatically reimbursed unless a justification for a business need is provided.

EXHIBIT I

Travel Policies and Procedures

Updated: July 14, 2008

Page 2 of 3

3. Meal Allowances

- a. Starting July 1, 2008, the meal allowance rate for domestic travel will increase to \$60 per day **including** incidental expenses. IRS defines incidental expenses (under Publication 463) as:
 - Fees and tips given to porters, baggage carriers, bellhops, hotel maids/servants, stewards or stewardesses and others.
 - Transportation in acquiring meals (this does not include transportation from home to airport and from airport to conference location and back)
- b. For international travel, meal and incidental allowances will be provided according to the Federal per diem rate guideline. Refer to the following website for information: <http://perdiem.hqda.pentagon.mil/perdiem/>. A link is also provided in the Controllers intranet under *GUIDES TO DEPARTMENTS / TRAVEL / REFERENCE / federal per diem*.
- c. Meal and incidental allowance will be prorated at 75% of the daily allowance as follows: (Prorating of meal and incidental allowance is specified under IRS Publication 463.)
 - On the first day of travel, if flight leaves after 2PM;
 - On the last day of travel, if flight arrives before 2PM;
 - When some meals are provided as part of the conference

Note: No meal allowance will be provided when meals are provided throughout the day by the host or as part of a conference.

- d. Meals and incidental expenses in excess of the set domestic stipend or international federal per diem allowance will **not** be reimbursed.

4. Meal Receipts

Meal receipts **do not** have to be presented to receive the meal and incidental allowance per day of business travel except for grant funded travels where the grantor requires complete documentation of travel expenses.

5. Gratuities

Gratuities will now be included as part of the Meal and Incidental allowance. There will be no additional reimbursement for gratuities.

EXHIBIT I

Travel Policies and Procedures

Updated: July 14, 2008

Page 3 of 3

6. Ground Transportation Expenses

The least expensive and most practical form of public transportation shall continue to be reimbursed taking into consideration such factors as time and availability. Ground transportation means transportation from home to airport and back and from airport to conference location and back.

Transportation in acquiring meals will **not** be reimbursed. This expense is considered an incidental expense as discussed under item 3a above and will be covered by the daily meal and incidental stipend.

Travel encumbrances will continue to be based on the prevailing CAO per diem rates for domestic travel. International travel will be based on the federal per diem rates.

The policy changes in this update supersede existing policy statements for these items, and where applicable, the User Departmental Manual previously published by this Office.

RDC:ST:MC:YH:ND

EXHIBIT J

Schedule A

LIST OF POTENTIAL MBE/WBE/OBE SUBCONSULTANTS

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE/ WBE/ OBE	Description of work to be performed.

NOTE: I hereby declare that I will be utilizing this list to solicit proposals from these subconsultants before responding to (a specific project/individual Task Work Orders) under the RFQ - Pre-Qualified On-Call List of Consultants For Bureau of Sanitation Planning and Support Services.

Signed

Typed Name

Title

Date

MUST BE SUBMITTED WITH BID

EXHIBIT K



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

Bid/Contract Number:

Department:

Name of Bidder:

Phone:

Address:

Email:

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: _____

Signature: _____

Name: _____

Title: _____

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

EXHIBIT L

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

EXHIBIT M

ATTACHMENT 9

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE/LIVING WAGE ORDINANCE

The Service Contractor Worker Retention Ordinance, the Living Wage Ordinance, and forms in this package can also be accessed on the City of Los Angeles' Internet site for the Bureau of Contract Administration's Home Page

<http://www.lacity.org/BCA/index.htm>
CLICK ON ORDINANCES

EXHIBIT N

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, _____, depose and say that I am

_____, of _____,
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this proposal to the City of Los Angeles, City Attorney's Office, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: _____ at _____
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.

(Signature)

EXHIBIT O

LOS ANGELES RESIDENCE INFORMATION

The City Council, in consideration of the importance of preserving and enhancing the economic base and well-being of the City, encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion (CF92-0021) that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: _____

I. Corporate or Main Office Address

II. Total Number of Employees in Organization: _____

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

_____ and _____ %

EXHIBIT P

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Name of Organization

Signature

Print Name

Title

Date