

STANDARD CONSULTANT AGREEMENT

FOR
PROFESSIONAL SERVICES

VERSION: [LUMP SUM]

INSTRUCTIONS

1. Insert the appropriate project-specific language and provisions in the following sections:
 - A. Cover Page- Insert type of Contract, Consultant Name and Project Title.
 - B. Recitals (fill in blanks in Whereas statements)
 - C. Article 2- Definitions: Add other definitions which are relevant to this project.
 - D. Article 3- Project Description: Insert project description
 - E. Article 4- Scope of Services: Insert scope of services in section 4.4, review 4.5 and modify section, if necessary, to reflect the scheduling procedure for this project.
 - F. Article 5- Key Consultant Personnel: Insert the names of the key personnel from the Consultant.
 - G. Article 6- Responsibilities of and Tasks to Be Performed by City: Insert the name of the Project Manager and list all information City is to provide to Consultant.
 - H. Article 7- Term of Agreement and Time of Effectiveness: Insert expiration date.
 - I. Article 9-Subcontract Approval: Insert list of approved subcontractors.
 - J. Article 10- Compensation, Invoicing and Payment: Insert milestones, tasks and amounts to be paid after the satisfactory completion of each. Also, insert the total cost ceiling for the contract.
 - K. Article 19- Contact Persons: Insert the names, addresses and phone numbers of both the City's and Consultant's contact people.

2. The remaining sections are standard City terms and conditions and are not to be modified by Engineering or Consultant.

NOTE: [Bracketed statements indicate information to be determined by the City Project Engineer. Remove the brackets and statements as appropriate in the finished document.]

CONTRACT NO. C- [NUMBER]

[ENGINEERING] SERVICES AGREEMENT

CITY OF LOS ANGELES

[NAME OF CONSULTANT]

[PROJECT TITLE]

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AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This Agreement 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 engineering services for [**Prepare a comprehensive description of the project to receive the consulting services.**]; and

WHEREAS, [**Number of firms**] responded to the Request for Qualification (RFQ) dated _____; and

WHEREAS, [**Name of the firm**] selected to be 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 engineering and technical 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 Agreement 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. The number of

original texts of this Agreement shall be equal to the number of the parties hereto, one text being retained by each party.

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**]
- ENGINEER** The City Engineer or his designated representative.
- MBE/WBE/OBE** Minority/Women/Other Business Enterprise.
- PROJECT** [**Provide the official title of project to be designed.**]
- QA / QC** Quality Assurance / Quality Control (Program)
- SANITATION** The Los Angeles City Bureau of Sanitation operating under the Board of Public works.
- [PHRASE]** [**List other definitions considered to be appropriate.**]

ARTICLE 3 - PROJECT DESCRIPTION

[**Insert the description of the project to receive the professional consulting services.**]

**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 which are reported to CONSULTANT in writing within sixty 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 Agreement, including the records supporting the cost proposals used to enter into this Agreement 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 Agreement for a period of three (3)

years from the date of final payment under this Agreement. 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

[Furnish a narrative of scope of services for such products as: Plans, Technical Specifications, General Conditions / General Requirements, Design Memorandum, Quantity Take Off, Classes "A" and "B" Cost Estimates, Annual O & M Cost Estimate, Operations Manual (Initial Draft), Geotechnical Studies, Special Studies, Survey, Calculations, Environmental Documentation, Value Engineering, Investigations, Research, Construction Schedules, and Construction Management.]

4.5 Consultant Schedule of Services

4.5.1 The CONSULTANT shall prepare and submit to the ENGINEER a schedule of the services to be performed, within 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 ENGINEER's review of each submittal unless a longer period of time is specified elsewhere in this Agreement. 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 Agreement and when it is anticipated that each submittal will be submitted. The ENGINEER will review the CONSULTANT's schedules and provide comments relative to overall compliance with requirements of the contract documents.

- 4.5.3 The CONSULTANT shall submit an updated schedule of services to the ENGINEER five (5) days prior to the submittal of each of the CONSULTANT's monthly payment requests. The monthly submittal of the updated CONSULTANT's schedule of services, which will satisfy the requirements of this Section, accurately reflects the status of the work, incorporates all changes into the schedule, and shall be a condition precedent to the processing of the monthly payment application. Updated schedules shall also be submitted at such other times as the ENGINEER 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 ENGINEER.

As a condition precedent to final payment, the CONSULTANT shall submit to the ENGINEER 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 City Engineer.

4.5.5 The CONSULTANT shall submit a progress report monthly. This will consist of a monthly narrative progress report. 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 The CONSULTANT shall participate in Progress meetings with the Project Manager. These meetings shall be held monthly at the discretion of the Project Manager. All meetings are to be comprehensively documented by the CONSULTANT and related documentation distributed to attendees.

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 CITY Project Manager's approval.

5.2 CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this Agreement 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 CITY's Project Manager, provided such consent shall not be unreasonably withheld.

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

CITY designates [**Name**] as its Project Manager, representing the CITY in all matters within the scope of this Agreement 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 CITY's Project Manager. The CITY's Project Manager may designate an assistant to act in his stead. The Project Manager may be changed at the direction of the City Engineer at any time.

The CITY shall furnish, without charge, [**all standard plans and specifications and any other information which the CITY now has in its files that may be of use to CONSULTANT.**

The CITY shall also furnish the CONSULTANT with the following information to define the

requirements of the project:]

[# **Concept Report**

The following drawings which represent the CITY's conceptual design of the project:

Drawing No. Title

[**Number**] [**Drawing Title**]

[**Number**] [**Drawing Title**]

[**Number**] [**Drawing Title**]

[**Number**] [**Drawing Title**]

Applicable Bureau of Engineering Standard Plans

City of Los Angeles' Standard Form General Conditions/ General

Requirements

City of Los Angeles' Master Technical Specification Index and applicable Sections (Applicable Master Specifications Sections are to be requested by the CONSULTANT and modified to suit the project involved.)

Applicable Procedural Memoranda

Graphic Standards Manual]

ARTICLE 7 - TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

Unless otherwise provided, the term of this Agreement shall begin on the date of full execution of this Agreement and shall expire on [_____] unless terminated as provided under Article 8

or extended by amendment or change order to this Agreement.

The date of full execution is defined as the date when all of the following events have occurred:

- (a) This Contract has been signed on behalf of the CONSULTANT by the person or persons authorized to bind the CONSULTANT hereto;
- (b) This Contract has been approved by the CITY=s Council or by the board, officer or employee authorized to give such approval;
- (c) The office of the City Attorney has indicated in writing its approval of this Contract as to form;
- (d) This Contract has been signed on behalf of the CITY by the person designated to so sign by the CITY=s Council or by the board, officer or employee authorized to enter into this Contract and is attested to by the Los Angeles City Clerk.

ARTICLE 8 - TERMINATION

8.1 This Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement, 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 an Agreement to complete the work under this Agreement.

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 Agreement price shall be made as provided in Article 8.3 of this article.

ARTICLE 9 - SUBCONTRACT APPROVAL

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 these firms listed below:

[list subcontracts]

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

ARTICLE 10 - COMPENSATION, INVOICING AND PAYMENT

10.1 Compensation

CONSULTANT agrees to perform the work specified in Article 4.4, and CITY shall compensate CONSULTANT on a Lump Sum basis. This lump sum payment includes salary, fringe benefits, overhead, profit and all other expenses incurred by CONSULTANT. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth below:

[INSERT MILESTONE/TASKS AND PAYMENT INFO HERE]

The total cost ceiling for this Agreement is \$_____.

10.2 Invoicing and Payment

10.2.1 At the conclusion of each task milestone, CONSULTANT shall submit to CITY an original and three (3) copies of an invoice in a format acceptable to the CITY. CITY shall review CONSULTANT's invoice and notify CONSULTANT of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. The total invoice amount, less any exceptions or disputed items shall be considered approved for payment fifteen (15) days after receipt by the CITY. If the CITY does not notify CONSULTANT within fifteen (15) days of receipt, then the entire invoice amount shall

be deemed approved for payment. CITY shall pay CONSULTANT all amounts approved for payment within sixty (60) days after CITY's Project Manager receives CONSULTANT's invoice.

- 10.2.2 Invoices shall be prepared in such form and supported by such documentation as may be required by CITY to establish the amount of such invoices for allowable expenses. A Subconsultant Utilization Invoice Attachment [**Exhibit C-2**], listing MBE/WBE/DBE/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. All invoices shall be subject to audit.
- 10.2.3 CITY shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the total cost ceiling set forth above.
- 10.2.4 CITY liability under this contract shall only be to the extent of the present appropriation to fund the Agreement. 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 Agreement.

CONSULTANT and CITY agree that no indebtedness for work performed which results in costs under this Agreement 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 Agreement.

ARTICLE 11 - AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Agreement 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 and all of CITY's Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of actions, claims, losses, demands and expenses, including but not limited to attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONSULTANT's employees and agents, or damage of or destruction to 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 Agreement on the part of CONSULTANT or its subconsultants of any tier. The provisions of this paragraph shall survive termination of this Agreement.

12.2 INSURANCE

A. General Conditions

During the term of this Contract and without limiting **CONTRACTOR=S/CONSULTANT=S** indemnification of the **CITY**, CONSULTANT shall provide and maintain at its own expense a program of insurance having the coverages 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 established by Charter, Ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in **[Exhibit D]**, and shall otherwise be in a form acceptable to the City Attorney. 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 coverages; 2) provide City at least thirty (30) days advance notice of cancellation, 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,

CONTRACTOR=S/CONSULTANT=S insurance is not expected to respond to claims

which may arise from the acts or omissions of the City.

B. 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 **CITY**.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by **CONSULTANT**. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by **CITY**. Non-availability or non-affordability must be documented by a letter from **CONTRACTOR=S/CONSULTANT=S** insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, **CONTRACTOR=S/CONSULTANT=S** failure to procure or maintain required insurance or a self-insurance program during the entire term of this

Contract shall constitute a material breach of this Contract under which CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONSULTANT.

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 Agreement. 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 judgement 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 in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Agreement, 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 Agreement in accordance with this Agreement.
- 14.5 Except as specified in Article 12 and as otherwise provided in this Agreement, 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 Agreement, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

ARTICLE 15 - OWNERSHIP OF DATA

15.1 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 Agreement shall be and remain the 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 15.2, 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 Agreement 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.

15.2 Specifically with regard to the computer data files specified in Article 15.1, 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.

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 Agreement, 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 Agreement, 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 subcontractors 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 Agreement with the CITY.

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 [] to the Request for Proposal. 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/DBE/OBE Utilization Profile, **[Exhibit C-1]**, listing MBE/WBE/DBE/OBE planned expenditures throughout the life of the project shall be submitted by CONSULTANT. As part of the invoicing procedures described in Article 10.2.2 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/DBE/OBE Utilization Profile shall remain the same throughout the life of the project unless there is written concurrence of the Project Manager in the form of a Change Authorization Form – MBE/WBE/DBE/OBE Utilization Profile **[Exhibit C-3]**.

[OPTIONAL PROVISION FOR CONTRACTS VALUED AT LESS THAN \$100,000:

This Project is exempt from the MBE/WBE/OBE Subcontractor Outreach Program because the estimated value of the contract is less than \$100,000. However, the consultant has been 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 Agreement 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: [Name], Project Manager

Address: [Provide Address.]

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 Agreement 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 Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

ARTICLE 22 - DISPUTES

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

ARTICLE 23 - ENTIRE AGREEMENT

This Agreement 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 of Los Angeles including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced, and interpreted under the laws of the State of California and the City of Los Angeles. CONSULTANT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

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

ARTICLE 25 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATE REQUIRED

CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certification(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 Agreement, 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 City's Project Manager.

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 Attorney for its review in accordance with Los Angeles Municipal 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. CONSULTANT is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as **[Exhibit E]** and incorporated herein by this reference. Pursuant to this Section, CONSULTANT (and any subcontractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for CONSULTANT or CONSULTANT=s subcontractor=s employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of CONSULTANT and applicable subcontractors 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 or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notice of Assignment or the failure of any principal owner(s) of CONSULTANT or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them

personally shall constitute a default 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.

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

- A. 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. Payment of a minimum initial wage 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. CONTRACTOR/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. CONTRACTOR/ CONSULTANT shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR/ CONSULTANT shall deliver the executed pledges from each subcontractor to the City within ninety days of the execution of the subcontract. CONTRACTOR=S/ CONSULTANT=S delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the CONTRACTOR/CONSULTANT with respect to such pledges and fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6c concerning compliance with such federal law.

3. The CONTRACTOR/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. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the City.

4. Any subcontract entered into by the CONTRACTOR/ CONSULTANT relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of the LWO and the SCWRO and shall incorporate the “Living Wage Ordinance and the Service Contractor Worker Retention Ordinance” language.
 5. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- B. 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 CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.
- C. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/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 CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/

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 CONTRACTOR/CONSULTANT is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR/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. 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 shall comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act which is attached hereto as **[Exhibit F]** and incorporated herein by this reference.

ARTICLE 30 - EQUAL BENEFITS ORDINANCE.

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is

subject to the Equal Benefits Ordinance, Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code.

A. CONTRACTOR/CONSULTANT shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR/CONSULTANT certifies and represents that the CONTRACTOR/CONSULTANT will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

1. The CONTRACTOR/CONSULTANT agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
2. The CONTRACTOR/CONSULTANT shall permit access to and may be required to provide certified copies of all its records pertaining to employment and to its employment practices to the awarding authority, or to the City Administrative Officer, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this contract, and on their or either of their request to provide evidence that it has complied or will comply therewith.
3. The failure of any CONTRACTOR/CONSULTANT to comply with the Equal Benefits Provisions of this Contract may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding

authority, on the basis of its own investigation or that of the City Administrative Officer.

No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the CONTRACTOR/CONSULTANT.

4. Upon a finding duly made that the CONTRACTOR/CONSULTANT has breached the Equal Benefits Provisions of this contract, this Contract may be forthwith canceled, terminated, or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the City Administrative Officer that said CONTRACTOR/CONSULTANT is an irresponsible bidder pursuant to the provisions of Section 371, of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR/CONSULTANT shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.
5. Notwithstanding any other provisions of this Contract, the City of Los Angeles shall have any and all other remedies at law for any breach hereof.
6. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
7. The equal benefits requirements of this section shall not apply to collective bargaining

agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modification of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirements of that section.

8. All CONTRACTORS/CONSULTANTS subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the CONTRACTOR/CONSULTANT to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the CONTRACTOR/CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR=CONSULTANT contract with the CITY.

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 Agreement, 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 Agreement 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 Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change would affect CONTRACTOR/CONSULTANT fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/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 CONTRACTOR/CONSULTANT further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/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 calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s) as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor 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.

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

[CONSULTANT FIRM NAME]

By: _____

Title: _____

CITY OF LOS ANGELES

By: _____

Title : President, Board of Public Works

By: _____

ATTEST:

[Name], City Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO, City Attorney

By: _____

Title: Assistant City Attorney

Date: _____

EXHIBIT A - SAMPLE PROJECT SCHEDULE

EXHIBIT B- PROJECT SERVICES COST ESTIMATE

The City of Los Angeles
Bridge Improvement Program
Cost proposal

COST PROPOSAL WORKSHEET				
COMPANY: Task Order	SCOPE OF WORK Project Summary	DATE:	REV:	
		MILESTONE/PHASE/ PROJECT SUMMARY: Project Summary		
Direct labor				
Personnel	Function	Hours	Rate	Amount
		@		\$
		@		\$
		@		\$
		@		\$
		@		\$
TOTAL HOURS			TOTAL DIRECT LABOR	\$
MULTIPLERS				
ESCALATION @ %		(Rate)		
OVERHEAD @		(of Total Direct Labor + Escalation)		
PAYROLL ADDITIVES @		151.17%(of Total Direct Labor + Escalation)		
TOTAL MULTIPLIERS				\$
OTHER DIRECT EXPENSES *** Billed at Actual Cost***				
ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
		@		\$
		@		\$
		@		\$
		@		\$
		@		\$
TOTAL OTHER DIRECT EXPENSES				\$
OUTSIDE SERVICES (w/o fee)				
COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
			\$	
			\$	
			\$	
TOTAL OUTSIDE SERVICES				\$
FEES				
%				\$
Total Fees				\$
TOTAL COST				\$

EXHIBIT C- MBE/WBE/OBE UTILIZATION PROFILE

EXHIBIT D
INSURANCE REQUIREMENTS

Submitting Proof of Insurance to the City of Los Angeles
(Share this information with your insurance agent or broker.)

Person to Contact Direct all correspondences, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

City Name Agency	
Address	
TEL	FAX

GENERAL INFORMATION

- Project ID.** All submissions must identify the nature of your business with the City. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job sit or street address to ensure that your submission will be properly credited. Provide the types of coverage and dollar amounts specified on the Insurance Requirements Sheet (Form Gen. 146) included in your City documents.
- When to submit.** Normally, no work or occupancy may begin until a City Attorney insurance approval number has been obtained, so documents should be submitted as early as practicable. For As-needed Contracts, insurance need not be submitted until a specific job has been awarded. Design Professionals coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.
- Availability of Insurance.** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the City. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the City. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.
- Alternative Programs/Self-Insurance.** Risk financing mechanisms such as Risk-Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the City has reviewed their financial statements.

ADMINISTRATIVE REQUIREMENTS

- California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker. Non-admitted coverage must contain a Service of Suit clause in which the underwriters agree to submit as necessary to

EXHIBIT D - Cont.
INSURANCE REQUIREMENTS

the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

6. **Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, you must give the City notice of any pending claim or lawsuit which may diminish the aggregate. You must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to

specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

7. **Signature.** All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

POLICY CONDITIONS

8. **Additional Insured/Loss Payee.** The City must be included as an additional insured in applicable liability policies to cover the City's vicarious liability to the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City. The City is to be named a Loss Payee As Its Interests May Appear in property insurance in which the City has an interest, e.g., as a lien holder.

9. **Notice of Cancellation.** You agree contractually to maintain all required insurance in full force for the duration of your business with the City. By Ordinance, all required insurance must provide at least 30 days' prior notice directly to the City by receipted delivery (certified mail, courier or in-person delivery) if your insurance company elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the scope of coverage which affects the City's interest is to be reduced or when the dollar limits of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.

10. **Primary Coverage.** The coverage must be primary with respect to any insurance of self insurance of the City. The City's program shall be excess of this insurance and non-contributing.

11. **Separation of Insureds (Severability of Interest).** In construction contracts, the City must

EXHIBIT D - Cont.
INSURANCE REQUIREMENTS

be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company=s limits of liability.

PROCEDURES

12. **Acceptable Evidence and Approval.** City Special Endorsement forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (Note: The City forms are acceptable to the California Department of Insurance from any insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the AOther Provisions= box on the City forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. An acceptable alternative to the Special Endorsement forms is a certified copy of full insurance policy which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the City. Binders and Cover Notes are acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and Certificates of Insurance are not acceptable as stand-alone evidence of coverage. Certificates are acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the City; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers= Compensation Law or the California Financial Responsibility Law for Automobile Liability, 4) as proof of coverage beyond City requirements or which does not directly relate to the City=s interests.

13. **Renewal.** When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 7 through 10 of this information sheet.

COVERAGE INFORMATION

14. Dollar Limits of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the City from the contractor, vendor or permittee=s activities.

15. General Liability insurance covering your operations (and products, where applicable) is required whenever the City is at risk of third party claims which may arise out of work or your presence on City premises. Contractual liability coverage is a required inclusion in this insurance. (See separate information sheet on the City=s SPARTA program as an optional

EXHIBIT D - Cont.
INSURANCE REQUIREMENTS

source of low-cost insurance which meets all requirements.)

16. Automobile Liability insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on City premises; it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
17. Errors and Omissions coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
18. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Waiver of Subrogation on the coverage is required only for jobs where your employees are working on City premises under hazardous conditions, e.g.; uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.
19. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the City. Fire Legal Liability is required for persons occupying a portion of City premises.
20. Surety coverage may be required to guarantee performance of work. A Fidelity-bond may be required to handle City funds, high value property and under certain other conditions. Specialty coverages may be needed for certain operations.

EXHIBIT D - Cont.
INSURANCE REQUIREMENTS

Name: _____ Date _____

Contract/Reference: _____

Evidence of coverages checked having as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limit. Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

-
- Workers= Compensation (statutory)/employer=s Liability \$ _____
 Broad Form All States Endorsement
 Voluntary Compensation Endorsement
 Longshore and Harbor Workers= Compensation Act

-
- Aircraft Liability \$ _____ Aviation/Airport Liability \$ _____
 General Liability \$ _____ Automobile Liability \$ _____

If automobile is used in Contract

- Passenger Liability (per seat) \$ _____
 Premises and Operations Explosion Hazard
 Contractual Liability Collapse/Underground Hazard
 Independent Contractors Garagekeeper=s Legal Liability
 Products/Completed Operations Hangarkeeper=s Legal Liability
 Broad Form Property Damage.... Owned Automobiles
 Personal Injury Nowned/Hired Automobiles
 Broad Form Liability Hookup (limited)
 Watercraft Liability
 Incidental Medical Malpractice _____

Professional Liability (Errors and Omissions) \$ _____

Discovery period: _____

-
- Property Insurance \$ _____ Fine Art Floater \$ _____
 All Risk Coverage Boiler & Machinery
 Fire and Extended Coverage..... Debris Removal
 Vandalism & Malicious Mischief Sprinkler Leakage

Flood \$ _____ Windstorm
 Earthquake \$ _____ _____

Fire Legal Liability \$ _____

If Contractor leases City property or has construction loans for Contractors, Vendors, Lessees and Permittees doing business with the City of Los Angeles

Crime Insurance \$ _____

Comprehensive Dishonesty Disappearance & Destruction

Blanket Crime

Fidelity Bond \$ _____

or 1/12 of total funding of all contracts whichever is greater

Blanket Position Commercial Blanket

Owner=s Protective Liability \$ _____

Ocean marine Liability \$ _____

Ocean Cargo \$ _____

Protection & Indemnity Jones Act

Inchmaree

Running Down Clause Wharfinger=s Liability Charterer=s Legal Liability

Pollution Ship Repairer=s Liability _____

Notes: _____

EXHIBIT F
CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The CONSULTANT/Borrower/Agency (hereafter CONSULTANT) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq and its implementing regulations.
2. The CONSULTANT will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The CONSULTANT will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The CONSULTANT will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

AGREEMENT NUMBER _____

CONSULTANT/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

CITY OF LOS ANGELES
Office of the City Administrative Officer

111 North Hope Street, Room 625
Los Angeles, CA 90012
Phone: (213) 367-5077 - Fax: (213) 367-5081

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR INFORMATION

Company Name: _____ Phone: _____
Company _____
City: _____ State: _____ Zip: _____
Contact Person: _____

I am a one person contractor, and I have no employees. Yes No (If you answered AYes, go to Section 5.)
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

Nondiscrimination B Equal Benefits for Employees with Spouses and Employees with Domestic Partners Please note: for Questions B and C, you should answer AYES even if your employees must pay for some or all of the cost of spousal or domestic partner benefits.

A. Does your company provide or offer access to any benefits to employees? Yes No
(If you answered ANo, go to Section 5 (page 2 of this form), complete and sign this form, filling in all items as requested)

B. Does your company pay for or make available, at the employee's expense, any benefits to the spouse of an employee? Yes No

C. Does your company pay for or make available, at the employee's expense, any benefits to the domestic partners of employee? Yes No

If you answered ANO to both Questions B and C, go to Section 5 (Page 2 of this form), complete and sign the form, filling in all items requested.

If you answered AYES to either or both Questions B and C, please continue to Question D.

D. Check all benefits that apply to your answers above and list in the Aother section any additional benefits not already specified. Note: some benefits are available to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave; other benefits are available directly to the spouse or domestic partner, such as medical insurance.

Section 2. (continued) COMPLIANCE

	BENEFIT	Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1.	Health			
2.	Dental			
3.	Vision			
4.	Pension			
5.	Bereavement Leave			
6.	Family Leave			
7.	Parental Leave			
8.	Employee Assistance Program			
9.	Relocation & Travel			
10.	Company Discount, Facility & Events			
11.	Credit Union			
12.	Child Care			
13.	Other			
14.	Other			

E. If you answered AYES to Questions B or C, and in D indicated that you do not provide all benefits equally to employees with spouses and employees with domestic partners, you may still comply with Equal Benefits Ordinance if you have taken all reasonable measures to end discrimination in benefits, have been unable to do so with respect to a particular benefit, and agree to provide employees with a cash equivalent. ***This form of compliance is only available to those contractors who demonstrate that it is not possible to end discrimination in the provision of a particular benefit. To comply on this basis, you must submit a completed Reasonable Measures Declaration, Form CAO/EBO-2 and have it approved by the Office of the City Administrative Officer (CAO).***

1. Have you taken all reasonable measures to provide benefits equally? Yes No

2. Do you agree to provide a cash equivalent? * Yes No

3. Have you attached a completed Reasonable Measures Application to this Form? Yes No

* In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.

SECTION 3. REQUIRED DOCUMENTATION

You must submit supporting documentation to verify each benefit marked in Question D. Without proper documentation, your company cannot be certified as complying with LAAC Section 10.8.2.1. For example, to document medical insurance, you must submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

SECTION 4. SUBCONTRACTOR COMPLIANCE

You must submit the Subcontractor Information Form (Form CAO/LW-18) within 10 days of execution of each City agreement. You are responsible for ensuring that each subcontractor listed on the form submits a Certification of Compliance (CAO/EBO-1) within 30 days of execution of each subcontract.

SECTION 5. EXECUTE THE CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this ____ day of _____, in the year _____, at _____,
(City) (State)

Signature Mailing Address

Name of Signatory (please print) City, State, Zip Code

Title Federal ID or Social Security Number

Return this form to: Office of the City Administrative Officer, 111 N. Hope Street, Room 625, Los Angeles, CA 90012, or to the City department which sent the form to you, if responding to a request for bid or proposal.

FOR CAO USE ONLY	
Non-Compliant: _____ The department may not execute any contracts with this contractor.	
One-Person Contractor: _____ Full Compliance: _____ Reasonable Measures: _____	
Provisional Compliance Category: _____ Full Compliance by Date: _____	
Analyst: _____	Date: _____

Form CAO/EBO-1, Rev. 02/29/00