

**THIRD AMENDMENT TO**  
**CONTRACT FOR CONSULTANT SERVICES**  
**LINKING SOUTH LA WITH DOWNTOWN: FIGUEROA CORRIDOR INFILL**  
**INFRASTRUCTURE GRANT PROJECT**

**THIS THIRD AMENDMENT**, is entered into on \_\_\_\_\_, 2013 by and between the City of Los Angeles, a municipal corporation acting by and through its Department of Transportation (the "City"), a municipal corporation with its principal place of business at 100 S. Main St., 9<sup>th</sup> Floor, Los Angeles, CA 90012 and Troller Mayer Associates, Inc., a California corporation with its principal place of business located at 1403 Kenneth Road, Suite B, Glendale, CA 91201-1421 (the "Consultant").

**RECITALS**

**WHEREAS**, on June 24, 2008, the Community Redevelopment Agency of the City of Los Angeles (CRA) was awarded a grant by the State of California Department of Housing and Community Development in the amount of \$30,000,000 (the "Grant") to design and construct the project: Linking South LA to Downtown: Figueroa Corridor Infill Infrastructure Grant Project (the "Project"); and

**WHEREAS**, on May 15, 2010, the CRA engaged the Consultant by Contract ("the Contract") to provide streetscape design, planning, landscape design and engineering for the Project, of which the limits are: along the Figueroa Corridor between 7<sup>th</sup> Street and 41<sup>st</sup> Street, a half mile of 11<sup>th</sup> Street between Figueroa Street to Broadway, and a half mile of Martin Luther King Jr. Boulevard between Figueroa Street and Vermont Avenue; and

**WHEREAS**, the Consultant was selected for the Contract as a result of a Request for Proposal (RFP No. NP-11785) issued specifically for this project on November 13, 2009 by the CRA; and

**WHEREAS**, on June 27, 2011, the CRA and the Consultant amended the Contract to 1) update Representatives; 2) extend the term of the contract through March 24, 2014; 3) increase the maximum compensation payable under the Contract by \$640,000; from \$2,900,384 to \$3,540,384 to provide additional services; and 4) add Exhibit A-1, Statement of Work; and

**WHEREAS**, as of February 1, 2012, the CRA was dissolved pursuant to California Health & Safety Code Section 34172; and

**WHEREAS**, in accordance with California Health & Safety Code Section 34173(d)(3), CRA/LA-DLA was formed to serve as the successor agency of the CRA. As the successor-in-interest to the CRA, CRA/LA-DLA is a party to the Contract, and has all of the CRA's rights, duties, and obligations thereunder; and

**WHEREAS**, on October 3, 2012, the CRA/LA-DLA and the Consultant amended the Contract to 1) update Representatives; 2) increase the maximum compensation payable under the Contract by \$110,595; from \$3,540,384 to \$3,650,979 to provide additional services; and 3) add Exhibit B-1, Schedule of Performance; and

**WHEREAS**, on December 14, 2102, The Los Angeles City Council authorized the approval and execution of an Assignment and Assumption Agreement (the "Agreement") between the City of Los Angeles and the CRA/LA-DLA for the Project; and

**WHEREAS**, on March 21, 2013, the City and the CRA/LA-DLA executed the Agreement, assigning to the City all of the CRA/LA-DLA's rights title and interests to the Grant, and all of the CRA/LA-DLA's obligations under the Grant documents and third party agreements including the Contract; and

**WHEREAS**, the parties desire to amend the Contract, as amended, to: 1) update the City's Representatives; 2) extend the term of the contract through December 31, 2015; 3) increase the maximum compensation payable under the Contract by \$924,798; from \$3,650,979 to \$4,575,777 to provide additional services; 4) replace Exhibit A-2 – Statement of Work with new Exhibit A-3 Statement of Work; 4) replace Exhibit B-1 – Revised Schedule of Performance with new Exhibit B-1A – Schedule of Performance; 5) replace Exhibit C – the CRA/LA's Standard Terms of Conditions with Subconsultants (Rev. 01/08) with Exhibit C-1 – the City's Standard Provisions for City Contracts.

**NOW THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE TO AMEND THE CONTRACT, AS AMENDED, AS FOLLOWS:**

1. This Third Amendment updates the City's Representatives. Therefore, Article 2, **Representatives of the Parties and Service of Notices**, Paragraph A is hereby deleted in its entirety and replaced therefore with the following:

- A. City Representatives. The representatives of the City of Los Angeles shall be, unless otherwise stated in this contract:

Mr. Tim Fremaux  
City of Los Angeles Department of Transportation  
100 S. Main St., 9<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 972-4957  
Email: [tim.fremaux@lacity.org](mailto:tim.fremaux@lacity.org)

2. This Third Amendment also extends the term of performance through December 31, 2015. Therefore, Article 5, **Term of Performance**, Paragraph B is hereby deleted in its entirety and replaced therefore with the following:

B. Contract Expiration. This Contract shall expire on December 31, 2015, or upon satisfactory completion of the Statement of Work in accordance with the schedule set forth in the Schedule of Performance (Exhibit B-1A), unless otherwise provided by written amendment hereto.

3. This Third Amendment also adjusts the Compensation and Method of Payment by reducing Tasks 10, 11, 12, 13, 14 and 18 by a collective amount of \$93,376.20 and redistributing this amount by increasing Task 15 by the same amount of \$93,376.20. Task 15 is further increased by the amount of \$474,083 and a new Task 19 "Construction Administration (CA)" is created in the amount of \$450,715. The maximum compensation is therefore increased by an additional \$924,798, from \$3,650,979 to \$4,575,777. Therefore, Article 6 **Compensation and Method of Payment**, Paragraphs A and C are hereby deleted in their entirety and replaced therefore with the following:

A. The City shall compensate the Consultant upon satisfactory completion of the services or satisfactory progress toward the completion of the services, as determined by the Technical Representative, in accordance with the schedule of payments below:

<u>Tasks</u>	<u>Amount Not To Exceed</u>
Task 1 Project Initiation*	\$ 137,923.00
Task 2 Review of Existing Conditions & Historical Research*	\$ 191,498.00
Task 3 Present Initial Findings*	\$ 82,791.00
Task 4 Community Workshops #1*	\$ 118,412.00
Task 5 Develop Streetscape Design Options*	\$ 270,685.00
Task 6 Conduct Traffic Studies for Streetscape Design Option*	\$ 47,524.00
Task 7 Preliminary Design Review*	\$ 144,682.00
Task 8 Community Workshops #2*	\$ 103,212.00
Task 9 CRA/LA, DLA Board Meeting*	\$ 17,724.00
Task 10 Prepare Preferred Design and Schematics*	\$ 280,976.89
Task 11 Prepare Streetscape Design Guide*	\$ 61,265.04
Task 12 Final Traffic Study for Preferred Design Option*	\$ 21,659.00
Task 13 Community Workshops #3*	\$ 79,694.87
Task 14 CRA/LA, DLA Board Meeting	\$ 0.00
Task 15 Design Development and Construction Drawings	\$1,861,899.20
Task 16 Bidding Assistance	\$ 60,616.00
Task 17 Additional Services for Bill Robertson Lane And King Boulevard (Exhibit A-1, Added June 2011)	\$ 640,000.00
Task 18 Environmental Review and Support Services* (Exhibit A-2, Added August 2012)	\$ 4,500.00

Task 19 Construction Administration (CA)	\$ 450,715.00
<b>TOTAL FIXED PRICED</b>	<b>\$4,575,777.00</b>

\* denotes completed task

- C. Maximum Compensation. It is expressly understood and agreed that in no event shall the total compensation and reimbursement for incurred expenses to be paid under this Contract exceed the maximum sum of FOUR MILLION, FIVE HUNDRED SEVENTY FIVE THOUSAND, SEVEN HUNDRED SEVENTY SEVEN AND NO/HUNDRETHS DOLLARS (\$4,575,777.00), unless otherwise provided by written amendment hereto.
4. Effective upon execution of this Third Amendment by all parties signatory hereto, the Consultant shall perform the additional services described in the new Exhibit A-3, Statement of Work in accordance with the new Exhibit B-1A, Schedule of Performance attached hereto and hereby incorporated herein.
  5. This Third Amendment updates the City's Standard Provisions. The new Exhibit C-1 – the City's Standard Provisions for City Contracts, is attached hereto and hereby incorporated herein, and replaces Exhibit C – the CRA/LA's Standard Terms of Conditions with Subconsultants (Rev. 01/08). Therefore, Article 1, **Contract Documents**, Paragraph A and B are hereby deleted in their entirety and replaced therefore with the following:
    - A. This Contract Consists of the Basic Contract, Exhibit A-3 – Statement of Work, Exhibit B-1A – Schedule of Performance, Exhibit B-2 – Third Party Agreement – Deborah Murphy Urban Design + Planning, Exhibit C-1 – the City's Standard Provisions for City Contracts, and Exhibit D – Infill Infrastructure Grant Program Disbursement Agreement.
    - B. Conflict provisions hereof, if any, shall prevail in the following descending order of precedence: (1) provisions set forth in this Contract; (2) provisions set forth in the Statement of Work; (3) provisions set forth in the Schedule of Performance; (4) provisions set forth in the Infill Infrastructure Grant Program Disbursement Agreement and Standard Agreement; (5) provisions set forth in the City's Standard Provisions for City Contracts; (6) provisions set forth in the Additional Contract Requirements (if applicable); and (7) any attachments to this Contract incorporated by reference.
  6. All other provisions of the Contract which do not conflict with this Third Amendment, as amended, shall remain in full force and effect.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the City and the Consultant have executed this Third Amendment as of the dates shown below.

APPROVED AS TO FORM: City of Los Angeles

By: \_\_\_\_\_  
Michael Nagle  
Deputy City Attorney

By: \_\_\_\_\_  
Jon Kirk Mukri  
General Manager,  
Department of Transportation

Date: \_\_\_\_\_ Date: \_\_\_\_\_

ATTEST: TROLLER MAYER ASSOCIATES, INC.  
A California Corporation

Holly L. Wolcott, City Clerk

By \_\_\_\_\_

\_\_\_\_\_

Print Name and Title

Date \_\_\_\_\_

Date: \_\_\_\_\_

**Task 1      Project Initiation****1.1      Team Meeting**

Team Meeting to initiate project, define goals, review scope and schedule

Deliverables: List of Goals, Detailed Scope and Schedule

**1.2      Meetings with CRA/LA and Technical Advisory Committee (TAC)**

Design Team meetings with CRA/LA and TAC to introduce to agencies and discuss their design process and scope

**1.3      Walking Tour**

Walking tour of the project area with the CRA/LA, TAC and stakeholders, include potential survey locations and process, detailed series of site photos and interviews with TAC and specified number of stakeholders

Deliverables: Define potential survey locations and describe survey process, photographic summary of corridor, interview summaries bound together in an approximately 10 page report

**1.4      Define Opportunities and Constraints**

Opportunity and Constraints Concept Plan, at a scale to be determined, identifying opportunities & constraints within and adjacent to the corridor

Deliverables: Opportunity and Constraints Concept Plan & associated images

**Task 2      Review of Existing Conditions & Historical Research****2.1      Topographic Analysis**

Review of topographic plans and other plans and documents provided by CRA/LA

Deliverables: Summary of information gathered

**2.2      Utilities Analysis**

Research City vault, DWP-Water & Power drawings and other utilities and substructures to identify all utilities within the project limits

Deliverables: Written summary of findings

**2.3      Circulation Analysis**

Obtain signal and striping plans for all rights-of-way (ROW) from LADOT to illustrate on-street parking: street operations, including transit, vehicular, bike, and pedestrian and traffic signal locations.

Deliverables: Written Summary of Findings with review and analysis

**2.4      Physical Conditions (ROW) Analysis**

With topographic map, document existing physical conditions of all rights-of-way including sidewalk, curbs, gutters, access ramps, crosswalks, type of street lights and lighting levels, way finding, interpretive and district signage, other landscape features, type of transit stop and other street furniture and public art elements

Deliverables: Graphic maps in digital format

**2.5 Neighborhood Analysis**

Document existing districts and neighborhoods that are located along the streets in the project area

Deliverables: Graphic maps in digital format with associated images

**2.6 Ground Floor Uses Analysis**

Document existing generalized information on ground floor uses and identify outdoor dining areas that can be incorporated in the streetscape design

Deliverables: Graphic maps in digital format

**2.7 Connections and Linkages Analysis**

Explore ways of strengthening linkages between districts, neighborhoods and institutions to the project area

Deliverables: Graphic maps in digital format

**2.8 Streetscape Elements Analysis**

Analyze streetscape elements (including public art) that should be distinctive and those that should be consistent throughout the project area, based on the various districts and neighborhoods

Deliverables: Graphic maps in digital format with associated images

**2.9 Future Paseo Identification**

Explore potential locations for perpendicular pedestrian paths either through a block or where street closures are practical to create paseos

Deliverables: Graphic maps in digital format with associated images

**2.10 Green Street Potential**

Explore appropriate opportunities for "Green Street" design element responsive to environmental concerns including stormwater retention and infiltration, permeable paving and use of drought tolerant and low maintenance landscape

Deliverables: Series of photographs documenting possible outcomes

**2.11 Existing Furniture and Signage Evaluation**

Evaluate the design, condition and varieties of existing streetscape elements, including street tree type; street lighting; transit stops and other street furniture; wayfinding, interpretive and district signage and sidewalk and crosswalk paving and public art

components

Deliverables: Series of photographs and a matrix evaluation

**2.12 Existing Conditions- Gehl Survey**

Evaluate the patterns of use over a two-day period (one weekday and one weekend) in predetermined areas of project limits to integrate data and quantify the use of the public space. Survey utilizes the systematic analysis and data collection methods first developed by Jan Gehl

**2.13 Initial Traffic Study**

Deliverables: Traffic counts, summary of circulation patterns, analysis of data

**2.14 Meeting with TAC**

Meeting with TAC to discuss and ask questions about existing conditions

**Task 3 Present Preliminary Findings**

**3.1 Meeting with CRA/LA**

Meeting with CRA/LA to present preliminary findings

Deliverables: PowerPoint presentation and PDF handout

**3.2 Presentation to TAC**

Deliverables: PowerPoint presentation and PDF handout

**Task 4 Community Workshops #1**

**4.1 Meeting with CRA/LA**

Meeting with CRA/LA to define objectives prior to workshop

**4.2 Preparation for Community Workshop #1 – Visioning Sessions**

Two Meetings in Downtown Center BID/South Park BID and Figueroa Corridor Partnership BID areas

Deliverables: preparation of mailing lists, mailings, identification of workshop locations, arrangements for and fees related to rental of workshop locations, audio-visual services and equipment, translation services (up to 3 languages), refreshments, set-up and take-down of chairs, equipment and presentation materials. CRA/LA staff will assist with workshop preparation and execution

**4.3 Presentation of Preliminary Findings to Community**

Deliverables: Large printed boards on easels and/or PowerPoint presentation, Interactive stakeholder engagement process including all necessary materials. Summary



of community comments

## **Task 5 Streetscape Design**

### **5.1 Develop Three Streetscape Options Considering Context and Place-making Opportunities**

Three options that include green street elements, curb extensions, pedestrian lighting, street trees, bus shelters, trash receptacles, bicycle racks, wayfinding, interpretive and district signage, ADA accessibility and public art (coordinating with CRA/LA's Public Art Coordinator). Options may also include special area projects such as 1) gateway features, 2) public plazas, patios, fountains, 3) parking areas in ROW, 4) special corner treatments, 5) areas and guidelines for sidewalk cafes and kiosks/magazine stands, 6) bike lanes and 7) "safe streets" elements. Configuration options may also include traffic calming by reducing travel lanes and lane widths, on-street parking, improving crosswalk visibility, on-street passenger and delivery loading and unloading and bicycle facilities. Implementation options to be considered will include pilot projects, in which to test innovative street redesign approaches, as well as conventional design-bid-build solutions

Design charrette in Los Angeles perhaps in the week following the first Community Meetings

Deliverables: 3 streetscape options

30 sets of color 11 x 17 drawing packages

Detailed Project Schedule depicting critical path to ensure project meets necessary requirements of Prop 1c funds i.e. 2 year design and 3 year construction schedule

### **5.2 Meeting with CRA/LA**

Meeting with CRA/LA to discuss direction of options

### **5.3 Prepare Preliminary Cost Estimates**

Deliverables: One estimate for each streetscape option, including 20% contingency. May include separate costing options for pilot projects vs. conventionally built projects

### **5.4 Develop Preliminary Materials Palette**

Options should suggest families of streetscape elements which will unify the corridor (e.g. paving, crossing, signage, and lighting elements) and which district/neighborhood they will belong to

Deliverables: A preliminary materials palette for each neighborhood

### **5.5 Meeting with CRA/LA**

Meeting with CRA/LA to discuss materials palette

Deliverables: A preliminary materials palette for each neighborhood - Images only; includes one round of revisions

**Task 6        Traffic Studies**

**6.1    Conduct Traffic Studies**

Based on three design options

Deliverables: Traffic counts, summary of circulation patterns and analysis of data

**Task 7        Preliminary Design Review**

**7.1    Review Three Design Options with CRA/LA**

Maximum three meetings

Deliverables: PowerPoint presentation and hardcopy handouts

**7.2    Revise Design Options**

One revision after each CRA/LA meeting

Deliverables: Electronic mailing of revisions to options

**7.3    Review Three Design Options with TAC**

Deliverables: PowerPoint presentation and hardcopy handouts

**7.4    Revise Design Options**

One revision after TAC meeting

Deliverables: PowerPoint presentation and hardcopy handouts

**Task 8        Community Workshops #2**

**8.1    Meeting with CRA/LA**

Meeting with CRA/LA to define objectives prior to workshop

**8.2    Preparation for Community Workshops #2**

Two Meetings in Downtown Center BID/South Park BID and Figueroa Corridor Partnership BID areas

Deliverables: Preparation of mailing lists, mailings, identification of workshop locations, arrangements for and fees related to rental of workshop locations, audio-visual services and equipment, translation services (up to 3 languages), refreshments, set-up and take-down of chairs, equipment and presentation materials. CRA/LA staff will assist with workshop preparation and execution

**8.3    Presentation of Three Design Options to Community**

Deliverables: Large printed boards on easels and/or PowerPoint presentation, interactive stakeholder engagement including all necessary materials. Summary of community comments

**Task 9            CRA/LA Board Meeting**

**9.1      Meeting with CRA/LA**

Meeting with CRA/LA to discuss objectives and preliminary presentation

**9.2      Prepare 5-minute PowerPoint Presentation**

PowerPoint Presentation for CRA/LA Board Meeting approval documents

Deliverables: Maximum 15 handouts

**Task 10          Preferred Design and Final Schematic Design (Final Design Development and Schematics)**

**10.1    Select Preferred Design**

Maximum four meetings with CRA/LA, three meetings with BIDs, City Departments and Council Offices, in order to select preferred design, which could include both pilot projects and conventionally built solutions includes additional out-of-scope meetings to review preferred design alternatives.

**10.2    Prepare Preferred Design and Final Schematic Design**

Deliverables: 10 drawing sets of x sheets @ 11x17

**10.3    Prepare Cost Estimate for Schematic Design**

May include separate costing options for pilot projects vs. conventionally built projects

Deliverables: cost estimate

**10.4    Present Schematic Design**

Present Schematic Design to CRA/LA, BIDs, City Departments and Council Offices

Deliverables: 20 drawing sets of x sheets @ 11x17

**Task 11          Streetscape Design Guide**

**11.1    Meeting with CRA/LA**

Meeting with CRA/LA to discuss direction of design guide

**11.1a   Coordination of FHWA/CTCDC Approvals**

**11.2    Develop Streetscape Elements**

Develop streetscape elements in conformance with City's existing streetscape design

standards.

**Task 12      Conduct Final Traffic Study**

**12.1    Conduct Final Traffic Study**

Deliverables: Traffic counts, summary of circulation patterns and analysis of data

**Task 13      Community Workshops #3**

**13.1    Meeting with LADOT**

Meeting with LADOT to define objectives prior to workshop

**13.2    Preparation for Community Workshops #3**

One Meeting in project area

Deliverables: Preparation of mailing lists, mailings, identification of workshop locations, arrangements for and fees related to rental of workshop locations, audio-visual services and equipment, translation services (up to 3 languages), refreshments, set-up and take-down of chairs, equipment and presentation materials.

**13.3    Presentation of final schematic design to community**

Deliverables: Large printed boards on easels and/or PowerPoint presentation, interactive stakeholder engagement including all necessary materials. Summary of community comments

**Task 14      CRA/LA Board Meeting**

This task is deleted due to dissolution of CRA/LA

**Task 15      Design Development and Construction Drawings**

**15.1    Submit in-progress drawings at mutually-agreed progress levels to the appropriate City agencies for review and incorporate comments upon receipt**

Deliverables: Construction drawings and cost estimates (full size hard copies and electronic files) at mutually-agreed progress levels including plans for landscape and irrigation improvements, streetscape improvements including street furnishings and wayfinding signage, civil improvements, traffic signal improvements and traffic signing and striping improvements

**15.2    Based on approved Schematic design set and cost estimate, prepare design development documents for project**

Deliverables: Final construction drawings and cost estimates (full size hard copies and electronic files) including plans for landscape and irrigation improvements, streetscape improvements including street furnishings and wayfinding signage, civil improvements, traffic signal improvements and traffic signing and striping improvements

**Task 16      Bidding Assistance**

**16.1    Assist City staff with bid documents (as requested)**

**16.2    Submit specifications on all non-standard material (as needed)**

Examples include such as permeable pavers, subgrade material, irrigation, street furniture, newspaper racks, bicycle racks, parking meters, bus shelters. etc.

Deliverables: Specifications as needed

**16.3    Assist City staff with Request for Information (RFI) and Addenda (as requested)**

Deliverables: RFIs and Addenda as requested

**Task 17      Bill Robertson Lane and King Boulevard**  
(See Contract Amendment 1, Exhibit A-1, added June 2011)

**Task 18      Environmental Review and Support Services (Exhibit A-2, Added August 2012)**

**18.1    Coordinate with EIR consultant to scope the services**

**18.2    Provide exhibits, traffic data and other technical assistance to support EIR**

**18.3    Review and comment on EIR consultant reports throughout the process**

**Task 19      Construction Administration (as needed)**

**19.1    Attend Pre-Construction Meeting**

**19.2    Respond to contractor's RFI's (if requested by City)**

**19.3    Conduct periodic site visits and field observations (subject to prior approval by City)**

**19.4    Make revisions to construction document sheets and process Interim Change Authorizations (ICA) (if requested by City)**

**19.5    Prepare record drawings (if requested by City)**

Deliverables: RFI's, ICA's and record drawings as requested

<b>TASKS</b>	<b>Milestone Dates</b>
<b>Task 1 Project Initiation</b>	
Kick Off Team Meeting (GA T1)	June 29, 2010
Figueroa Corridor Streetscape Walk (GA T1)	June 29, 2010
<b>Task 2 Review of Existing Conditions and Historical Research</b>	
Data gathering and analysis Gehl Public Life Survey (GA T2)	June-Aug 2010 Sept. 2010
<b>Task 3 Present Initial Findings</b>	
TAC Meeting (GA T3)	Sept. 2010
<b>Task 4 Community Workshops #1 - Visioning</b>	
Two Community Meetings (GA T3)	Sept. 2010
<b>Task 5 Develop Streetscape Design Options</b>	
Develop three streetscape design options and cost estimates (GA T4)	Oct. 2010 – 3/2011
<b>Task 6 Conduct Traffic Studies for Streetscape Design Options</b>	
Develop a traffic study for each streetscape design option	Nov.-Dec. 2010 11/10 – 10/11
<b>Task 7 Preliminary Design Review</b>	
Design Review Meetings with CRA/LA	Oct.-Nov. 2010 12/10-2/11
TAC Meeting and Revisions (GA T5)	Dec. 2010
<b>Task 8 Community Workshops #2 – Design Alternatives</b>	
Two Community Meetings (GA T6)	February 2011
<b>Task 9 CRA Board Meeting</b>	
Prepare Powerpoint Presentation for and Attend One Meeting (GA T7)	January 2011
<b>Task 10 Prepare Preferred Design and Schematics</b>	
Select Preferred Design Alternative in Meetings with CRA/LA, BIDS, City Departments and Council Offices	Jan.- July 2012
Develop Preferred Design & Schematics, and Cost Estimate	June-August 2012
Present Design to CRA/LA, BIDS, City Departments and Council Offices (GA T8)	October 2012

<b>TASKS</b>	<b>Milestone Dates</b>
<b>Task 11 Develop Streetscape Elements</b>	
Develop streetscape elements in conformance with City's existing streetscape design standards.	January – December 2012
<b>Task 12 Traffic Study for Preferred Design Option</b>	
Perform initial traffic study and analysis	February - July 2012
<b>Task 13 Community Workshops #3 – Preferred Design</b>	
One Community Meeting (GA T9)	April 2013
<b>Task 14 CRA, Planning and Council Hearings</b>	
Task deleted due to dissolution of CRA/LA	
<b>Task 15 Design Development and Construction Drawings</b>	
Develop Design Development Drawing Package	January 2013 August 2013
Develop Construction Documents Drawing Package	July 2013 – March 2014
Submission and Review and Responses to Comments	July 2013 – March 2014
<b>Task 16 Bidding Assistance</b>	
Assistance with bidding (End of Construction 12/15)	January – September 2014
<b>Task 17 Additional Services for Bill Robertson Lane and MLK Boulevard</b>	
Per Contract Amendment 1	January – December 2014
<b>Task 18 Environmental Review and Support Services</b>	
Coordinate with EIR consultant to scope the services	July 2012
Provide exhibits, traffic data and assistance in support of EIR	July 2012
Review and comment on EIR reports throughout process	August 2012 – September 2013
<b>Task 19 Construction Administration</b>	
Attend pre-construction meeting	To be scheduled
Respond to RFI's ICA's, prepare record drawings and perform periodic site visits, all subject to City request and approval	June 2014 – December 2015



GA (T\_) = Gehl Architects' Trip to Los Angeles

## STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>CONSTRUCTION OF PROVISIONS AND TITLES HEREIN</u> .....	1
PSC-2	<u>NUMBER OF ORIGINALS</u> .....	1
PSC-3	<u>APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT</u> .....	1
PSC-4	<u>TIME OF EFFECTIVENESS</u> .....	2
PSC-5	<u>INTEGRATED CONTRACT</u> .....	2
PSC-6	<u>AMENDMENT</u> .....	2
PSC-7	<u>EXCUSABLE DELAYS</u> .....	2
PSC-8	<u>BREACH</u> .....	2
PSC-9	<u>WAIVER</u> .....	3
PSC-10	<u>TERMINATION</u> .....	3
PSC-11	<u>INDEPENDENT CONTRACTOR</u> .....	4
PSC-12	<u>CONTRACTOR'S PERSONNEL</u> .....	4
PSC-13	<u>PROHIBITION AGAINST ASSIGNMENT OR DELEGATION</u> .....	5
PSC-14	<u>PERMITS</u> .....	5
PSC-15	<u>CLAIMS FOR LABOR AND MATERIALS</u> .....	5
PSC-16	<u>CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED</u> .....	5
PSC-17	<u>RETENTION OF RECORDS, AUDIT AND REPORTS</u> .....	5
PSC-18	<u>FALSE CLAIMS ACT</u> .....	6
PSC-19	<u>BONDS</u> .....	6
PSC-20	<u>INDEMNIFICATION</u> .....	6
PSC-21	<u>INTELLECTUAL PROPERTY INDEMNIFICATION</u> .....	6

## TABLE OF CONTENTS (Continued)

PSC-22	<u>INTELLECTUAL PROPERTY WARRANTY</u>	7
PSC-23	<u>OWNERSHIP AND LICENSE</u>	7
PSC-24	<u>INSURANCE</u>	8
PSC-25	<u>DISCOUNT TERMS</u>	8
PSC-26	<u>WARRANTY AND RESPONSIBILITY OF CONTRACTOR</u>	8
PSC-27	<u>NON-DISCRIMINATION</u>	8
PSC-28	<u>EQUAL EMPLOYMENT PRACTICES</u>	9
PSC-29	<u>AFFIRMATIVE ACTION PROGRAM</u>	11
PSC-30	<u>CHILD SUPPORT ASSIGNMENT ORDERS</u>	15
PSC-31	<u>LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE</u>	16
PSC-32	<u>AMERICANS WITH DISABILITIES ACT</u>	17
PSC-33	<u>CONTRACTOR RESPONSIBILITY ORDINANCE</u>	18
PSC-34	<u>MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM</u>	18
PSC-35	<u>EQUAL BENEFITS ORDINANCE</u>	18
PSC-36	<u>SLAVERY DISCLOSURE ORDINANCE</u>	19
EXHIBIT 1	<u>INSURANCE CONTRACTUAL REQUIREMENTS</u>	20

## **STANDARD PROVISIONS FOR CITY CONTRACTS**

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** 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.

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. 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 without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

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

**PSC-4. TIME OF EFFECTIVENESS**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes 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.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, 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.

**PSC-9. WAIVER**

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

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**PSC-11. INDEPENDENT CONTRACTOR**

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

**PSC-12. CONTRACTOR'S PERSONNEL**

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve **CONTRACTOR'S** subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

**CONTRACTOR** may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

**CONTRACTOR** 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 or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'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.

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with



requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

#### **PSC-18. FALSE CLAIMS ACT**

**CONTRACTOR** 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.

#### **PSC-19. BONDS**

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 and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

#### **PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the 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 (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the CITY under this provision 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. The provisions of PSC-20 shall survive expiration or termination of this Contract.

#### **PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the 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 (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, 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 CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision 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. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

#### **PSC-23. OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this Contract. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

#### **PSC-25. DISCOUNT TERMS**

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

#### **PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

#### **PSC-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** 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. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

**PSC-28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. 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 Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the 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**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. 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 Board of Public Works, Office of Contract Compliance. 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 **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, 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**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.

- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.



M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.

P. Intentionally blank.

- Q. All contractors 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 to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the CITY.

**PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

**CONTRACTOR** certifies 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 Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER  
RETENTION ORDINANCE**

- A. Unless otherwise exempt, 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. These Ordinances require the following:
1. **CONTRACTOR** 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 compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** 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** 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** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, 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** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(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** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** 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 **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** 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 described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** 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.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations. **CONTRACTOR** 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. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** 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. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** 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 Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

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

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this 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.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall 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 Contractor will provide equal benefits to its 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 Department of Public Works, Office of Contract Compliance at (213) 847-1922."

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS**

**CONTRACTOR AGREES THAT:**

1. **Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. **Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. **Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. **Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. **Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.



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

(Share this information with your insurance agent or broker.)

**1. Agreement/Reference** All evidence of insurance 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 site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

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

**3. Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

**Acceptable Alternatives to Acord Certificates and other Insurance Certificates:**

- A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability Insurance.

Completed Insurance Industry Certificates other than ACORD 25 Certificates can be sent electronically ([CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org)) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through

Track4LA™ will delay the Insurance approval process as documents will have to be manually processed.

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

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through Track4LA™ at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

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

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.)

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

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

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

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

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

**Required Insurance and Minimum Limits**

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

Date: 02/14/2012Agreement/Reference: On-call RFQ for Professional Consultant Services

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

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

 WC Statutory  
 EL \$1,000,000
☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers  
☐ Jones Act

☒ **General Liability** \_\_\_\_\_ \$1,000,000
☒ Products/Completed Operations

☐ Sexual Misconduct \_\_\_\_\_

☐ Fire Legal Liability \_\_\_\_\_

☐ \_\_\_\_\_

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000
☒ **Professional Liability** (Errors and Omissions) \$1,000,000
Discovery Period 12 Months After Completion of Work or Date of Termination
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood \_\_\_\_\_

☐ Builder's Risk

☐ Earthquake \_\_\_\_\_

☐ \_\_\_\_\_

☐ **Pollution Liability** \_\_\_\_\_

☐ \_\_\_\_\_

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

100% of the contract price

☐ **Crime Insurance** \_\_\_\_\_

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

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_