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# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR

**OFFICE OF THE  
BOARD OF PUBLIC WORKS**

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EXECUTIVE OFFICER

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June 2, 2025

**BPW-2025-0046**

The Honorable City Council  
Room No. 395  
City Hall

## **PERSONAL SERVICES CONTRACTS – PRE-QUALIFIED ON-CALL (PQOC) LIST CONSULTANTS – BROWNFIELDS PROGRAM**

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works recommends that the City Council:

1. FIND Atlas Technical Consultants LLC, EnSafe Inc., Geosyntec Consultants, Inc., Montrose Environmental Solutions, Inc., Ninyo & Moore Geotechnical Consultants, Inc., Pinnacle Environmental Technologies, Stantec Consulting Services, Inc., and Tetra Tech, Inc. to be the most qualified, based upon the Request for Qualifications requirements, to provide environmental site assessment and technical support on an as-needed or emergency basis for various Brownfields projects;
2. APPROVE the request that the Board of Public Works be authorized to execute Personal Services Contracts with 8 Pre-Qualified On-Call Consultants for Environmental Site Assessment and Technical Support Services; and
3. UPON the Council's authorization, the President or 2 members of the Board will execute these contracts.

(W.O. SGFZBRWN)



Fiscal Impact: Funding will be provided on a project-by-project/Task Order Solicitation basis from various funds, potentially including the General Fund, subject to the availability of funds, which will be verified at the time.

Sincerely,

A handwritten signature in black ink that reads "TJ Knight". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

TJ KNIGHT,  
Asst. Executive Officer, Board of Public Works

TK:lc



## TRANSMITTAL

**To:** Board of Public Works

**Date:** 06/02/2025

**From:** The Mayor

The Mayor's Office is returning this transmittal to the Board of Public Works without taking any action. The Board, as the awarding authority, may proceed with its final review and decision in a manner that the Board determines is in the City's best interest

A handwritten signature in black ink, appearing to read "Carolyn Webb de Macias".

(Carolyn Webb de Macias for)  
**KAREN BASS**  
Mayor

# Report From

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

### Analysis of Proposed Contract

(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 5-30-25	C.D. No. ALL	CAO File No.: 0150-11421-0001
Contracting Department/Bureau: Public Works Bureau Of Sanitation		Contacts: Nuna Tersibashian – (213) 485-3791 Nancy Lantin – (213) 485-2158	
Reference: Transmittal from the Board of Public works dated January 22, 2025; referred for report on January 22, 2025			
Purpose of Contract: To provide pre-qualified on-call consultant services for environmental site assessment and technical support services for the Bureau's Citywide Brownfields Program			
Type of Contract: (X) New contract ( ) Amendment, Contract No.		Contract Term Dates: Five years from the date of execution, with one five-year renewal option and a month-to-month extension up to one year, for a total potential term of 11 years	
Contract/Amendment Amount: \$0			
Proposed amount \$0 + Prior award(s) \$0= Total \$0			
Source of funds: General Fund and various grant awards			
Name of Contractor: (Eight on-call contractors; see Report)			
Address: See Report			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: See Report			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

### RECOMMENDATION

That the City Council:

1. Authorize the Board of Public Works (Board), or two members of the Board, on behalf of the Bureau of Sanitation (Bureau), to:
  - a. Establish a Pre-Qualified On-Call list of eight consultants, as listed below, to provide environmental site assessment and technical support services for the Bureau's Citywide Brownfields Program;

Name of Contractor	Address	Workforce that Resides in the City
Atlas Technical Consultants	13215 Bee Cave Pkwy., Building B, Suite 230, Austin, TX 78738	0.3%
EnSafe Inc.	5724 Summer Trees Dr., Memphis, TN 38134	0.005%
Geosyntec Consultants, Inc.	900 Broken Sound Pkwy. NW, Suite 200, Boca Raton, FL 33487	0.69%
Montrose Environmental Solutions, Inc.	5120 Northshore Dr., North Little Rock, AR 72118	0.005%
Ninyo & Moore	5710 Ruffin Rd., San Diego, CA 92123	0.4%
Pinnacle Environmental Technologies	2 Santa Maria, Foothill Ranch, CA 92610	0%
Stantec Consulting Services, Inc.	10220-103 Ave., Suite 500, Edmonton, Alberta, Canada T5J0K4	0.10%

JCY Analyst 10250207	City Administrative Officer

Name of Contractor	Address	Workforce that Resides in the City
Tetra Tech, Inc.	3475 E. Foothill Blvd., Pasadena, CA 91107	0.079%

- b.

Execute personal services agreements with the eight consultants, as previously approved by the Board on January 22, 2025, for an initial five-year term from the date of execution, each with one five-year renewal option and an option to extend on a month-to-month basis up to one year, at the discretion of the City, for a total potential term of 11 years; with compensation to be provided on a project-by-project basis and subject to the availability of project funds; and

2.

Instruct the Bureau to report to the Council annually on the number of task order solicitations issued, utilization of the contracts, and status of the awarded projects and affected funds.

SUMMARY

Brownfields are properties, where the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The Public Works, Bureau of Sanitation’s (Bureau/LASAN) Citywide Brownfields Program provides technical assistance to City departments and occasionally private and nonprofit organizations to help them assess, clean up, and revitalize brownfield sites, primarily on City-owned property. In order to accomplish this work, and in addition to its regular workforce, the Bureau requires the use of Pre-Qualified On-Call (PQOC) consultants to address the workload and to provide specialized technical expertise within the program.

The Bureau established its most recent PQOC of five on-call consultants for Brownfields support in November 2019 for a term of five years, which expired in November 2024. In September 2023, in order to ensure continuity of the necessary expert consultant services, the Board of Public Works (Board) authorized the release of a Request for Qualifications (RFQ) to establish a new PQOC list for Brownfields support. The Bureau received 17 responses, evaluated the responses and now recommend approval of eight contractors to the new PQOC (see the Board report in the Attachment for details). These consultants will provide highly specialized environmental site assessment and technical support services for the Citywide Brownfields Program on an as-needed basis. The term of each contract will be five years from the date of execution with one five-year renewal option and an additional month-to-month extension option, up to one year, for a total potential term of 11 years. Award of contracts are subject to a Task Order Solicitation (TOS) selection process, and any award over \$150,000 in value is subject to Board approval. The Bureau reports that each TOS opportunity will be available to all eight firms. Compensation will be provided on a project-by-project basis and subject to the availability of project funds.

The contract language has been approved by the City Attorney as to form but execution of the individual contracts are still subject to review and approval of the City Attorney. Our Office has reviewed the request and recommends approval.

BACKGROUND

Brownfields are properties that contain or may contain a hazardous substance, pollutant, contaminant, controlled substance, petroleum, or petroleum products, complicating efforts to expand, redevelop, or reuse them. The Bureau of Sanitation’s (Bureau/LASAN) Citywide Brownfields Program provides financial and technical assistance to property owners, developers, and other City departments including Housing, Recreation and Parks, Department of Transportation, and City Council offices, to conduct environmental site assessments and investigations, remediation, and redevelopment of brownfield sites. Funding is primarily provided by grants from the United States Environmental Protection Agency (USEPA) and California Environmental Protection Agency (CalEPA) Department of Toxic Substance Control (DTSC) Equitable Community Revitalization (ECR).

LASAN’s Citywide Brownfields Program in recent years has received three USEPA Brownfields grants and two CalEPA DTSC grants to conduct environmental assessments and cleanups at brownfields sites, including the

Slauson Wall project in Council District (CD) 9 and the Taylor Yard G2 project in CD 1. A critical part of the USEPA's Brownfields grant program is to ensure that residents living in communities historically affected by economic disinvestment, health disparities, and environmental contamination have an opportunity to benefit from brownfields redevelopment. The eligibility of these grants require the City to be the owner of the property being cleaned. The only time LASAN is involved with private property under these funds is if the City is considering purchasing a site and an environmental assessment would be completed to identify the potential cleanup needs of the property.

These grants are used to prioritize and identify sites throughout the City of Los Angeles, primarily located in Environmental Justice communities, with the highest potential for mitigating imminent threats to human health and public safety, and for redevelopment. With the grant funds, LASAN is able to perform site assessments, community outreach, site remediation planning, and attract developer investment in disadvantaged communities. Status of the grants is as follows:

- *DTSC ECR Community-Wide Assessment grant:* The funds were utilized to complete several Phase I and II Environmental Site Assessments (ESAs) on underutilized sites in Los Angeles. The work has been completed and the grant was closed in June, 2024.
- *EPA Community Assessment grant:* The funds were utilized to complete several Phase I and II ESAs. The work has been completed and the grant was closed in October, 2024.
- *DTSC ECR Cleanup grant:* This is a large cleanup project so it will be completed in a phased approach. The scope of work is in progress.
- *EPA Cleanup grant:* This project will also be completed in a phased approach, and the scope of work is in progress.
- *EPA Cleanup grant at Taylor Yard:* Currently in discussions with DTSC about the cleanup plan. Work will be completed in a phased approach.

In order to accomplish this work, and in addition to its regular workforce, the Bureau requires the use of PQOC consultants to address the workload and to provide specialized technical expertise within the program. The Board executed its most recent contracts with five PQOCs for the Brownfields Program in 2019 and those expired in November 2024. Under those contracts, the Bureau issued 29 TOSs for a total of \$3.03 million. Table 1 below details the amount spent under each of the previous five Brownfields PQOC contracts.

<b>Table 1: 2019-2024 PQOC List: Total Task Order Solicitations Awarded, Contract Amount, and Contractor Payments to Date</b>			
<b>PQOC Consultant</b>	<b>TOS Awarded</b>	<b>TOS Award Totals</b>	<b>TOS Payments</b>
EnSafe, Inc.	6	\$172,058	\$156,764
Ninyo & Moore	3	\$66,319	\$66,292
Pinnacle Environmental Technologies	6	\$75,596	\$75,530
Rincon Consultants, Inc.	3	\$32,030	\$32,015
Stantec Consulting Services, Inc.*	11	\$7,811,935	\$2,697,206
<b>Total</b>	<b>29</b>	<b>\$8,157,938</b>	<b>\$3,027,807</b>

\*The numbers for Stantec Consulting Services, Inc. include two TOS awarded in the amount of \$7,237,397 that were not completed due to the expiration of the previous Brownfields PQOC contract.

LASAN needed to bridge the potential gap of services while waiting for a new Brownfields PQOC to be established due to time-sensitive affordable housing projects that were utilizing existing State and Federal grants. LASAN issued a sole-source TOS (S-005) with Stantec Consulting Services, Inc. under Bureau contract C-145666, which was competitively selected, to support these services so that the required sampling activities and remediation at the priority projects that support future affordable housing could continue.

*Contractor Selection Process* - On September 6, 2023, the Board authorized the Bureau to issue a RFQ and to negotiate personal services contracts with the selected consultants. The Bureau received 17 proposals on the submittal deadline and used the following evaluation criteria for selection:

- Consultant's Qualifications, Experience and Expertise: 20 percent
- Personnel Qualifications, Experience and Expertise: 20 percent
- Technical Approach: 20 percent
- Project Management Approach: 20 percent
- Compensation: 20 percent

All 17 consultants received a score of 80 or above and all were deemed responsive to the City's Business Inclusion Program (BIP) requirements. Refer to pages 2 to 4 and Table 1 of the Attachment, January 22, 2025 correspondence from the Board (BPW-2025-0046) for scores and additional detail. It should be noted that due to the Board's initiatives to establish Community Level Contracting contracts and the City's Small Business inclusion goals, LASAN determined that the RFQ would be open to any proposals from start-up or small businesses that had the capacity to conduct environmental site assessments in accordance with EPA's standards and the qualifications to conduct brownfield cleanups in accordance with local, state, and federal regulations. The Bureau was assisted by the Bureau of Contract Administration on full review and evaluation of the RFQ responses. On January 22, 2025, the Board approved the PQOC list consisting of eight consultants. Four of those consultants, EnSafe, Inc., Ninyo & Moore, Pinnacle Environmental Technologies, and Stantec Consulting Services, Inc., were previously qualified from the last PQOC list.

*Scope of Services and Assignment of Work* - Under the proposed contracts, the consultants will be offered and selected on an as-needed or emergency basis through the TOS process to provide consulting services for specialized and expert environmental site assessment and technical support including but not limited to the following areas:

- Conducting and preparing Phase I Environmental Site Assessment (Phase I ESA) reports
- Developing Area-Wide Brownfields Inventories using Geographical Information Systems (GIS) mapping
- Implementing grant administration duties
- Conducting Phase II investigations and preparing reports and recommendations on the need for further investigations such as conducting soil vapor and geophysical surveys and analyzing soil, soil vapor, air, and groundwater samples
- Developing methane mitigation plans and specifications, following City methane ordinances
- Participating in meetings with regulatory agencies and the public in support of or on behalf of the City
- Participating in the public participation and community outreach process
- Preparing health and safety plans
- Planning and implementing cleanup activities

In order to provide more opportunities to the largest amount of consultants, LASAN plans to request all PQOC consultants submit proposals or negative replies for all TOS. Any TOS award over \$150,000 in value is subject to Board approval. Each project will be awarded to the consultant whose proposal represents the best overall value to the City for the requested work. The Bureau reserves the right to directly award a TOS to any of the PQOC consultants if the Brownfields Program receives City priority or emergency projects, including requests from the Mayor's or Council Offices. Once an agreement is reached, the Bureau will issue a Notice to Proceed to the awarded consultant. The contracts give no guarantee of work to any of the consultants.

*Compensation for Services* – The proposed Brownfields PQOC contracts do not specify a funding limit within each contract. Funding will be provided on a project-to-project basis, primarily from grant funding and the General Fund, and is subject to the availability of funds. Funds and appropriations will be determined by the Director of the Bureau through the "Project Review by Director" (PRD) process at the time of approval of the TOS. The Bureau reports that a total project budget of \$2,000,000 for the Brownfields PQOC contracts was approved through the PRD process on June 1, 2022. Compensation for services will be provided through the following methods or a combination thereof:

- Cost Reimbursement – Billing Salary Rate: Consultant is compensated for time directly charged to performance of a project using approved salary rates, overhead (payroll burden, administrative expenses, etc.), subcontractor expenses, profit (capped at 10 percent), and other direct costs.
- Cost Reimbursement – Hourly Billing Rate: Consultant is compensated on an hourly basis using approved hourly rates, subcontractor expenses, and other direct costs.
- Lump Sum: Consultant is compensated for completion of designated project milestones for a specific TOS. All of the Consultant's costs including employee salaries, overhead, other direct costs, subcontract expenses, and profit are included in the Lump Sum Amount.

Any potential billing rate adjustments will be addressed within the TOS negotiations and in the final Task Agreement. Failure to comply with the requested services could result in the consultant being liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services in accordance with the provisions in Article 9 of the contract. In accordance with City Standard Provisions for contracting, payment obligation is subject to the availability of budgeted funds.

Front funding of \$200,000 is provided for this purpose in the Bureau's 2024-25 Budget, in addition to the grant funding mentioned on Page 3 of this report. The Bureau indicates that TOS awards are subject to the availability of funds, and that contract payments to competitively selected consultants are eligible uses of grant awards.

## **CITY CONTRACTING COMPLIANCE**

On September 15, 2022, the Bureau filed a Notice of Intent to Contract with the Office of the City Administrative Officer (CAO) Clearinghouse. On November 30, 2022, the CAO, in accordance with Charter Section 1022, determined that City employees do not have the expertise to perform the work. The consultants have pledged to adhere to the City's defined BIP and the Bureau has provided detailed information on the consultants' BIP participation levels on Page 5 through Page 15 of its report. Information on the percentage of the consultant's workforce that reside in the City is provided with the list of consultants in the recommendations. All other City requirements and standard contract provisions have been adhered to.

The City Attorney has reviewed the proposed contracts as to form. In accordance with Los Angeles City Charter Section 373 and Los Angeles City Administrative Code Section 10.5(a), execution of the eight PQOC contracts require Council approval as the total term of each contract exceeds three years.

## **FISCAL IMPACT STATEMENT**

Execution of the eight proposed contracts will have no obligated impact to the General Fund as funding will be identified on a project-by-project basis, subject to availability. Issuance of a Task Order for the Citywide Brownfields Program may impact the General Fund as the program is fully funded by the General Fund and, outside specific grant awards, is not eligible for funding from other Bureau of Sanitation special funds. The contracts include Standard Provisions, which contain a City obligation limitation clause which limits the City's obligation to make payments to funds which have been appropriated for the stated purpose.

## **FINANCIAL POLICIES STATEMENT**

The recommendations in this report comply with the City's financial policies in that the City's financial obligation is limited to funds budgeted for the authorized purposes and future expenditures are limited to the appropriation of funds in the budget.

MWS/PJH/JVW:JAS/JCY:10250207

*Attachment – Transmittal from the Board of Public Works dated January 22, 2025*



**BOARD OF PUBLIC WORKS  
MEMBERS**

**VAHID KHORSAND**  
PRESIDENT

**JENNY CHAVEZ**  
VICE PRESIDENT

**JOHN GRANT**  
PRESIDENT PRO TEMPORE

**STEVE S. KANG**  
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**CITY OF LOS ANGELES**

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LOS ANGELES, CA 90012

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<http://bpw.lacity.org>

January 22, 2025

**BPW-2025-0046**

The Honorable Mayor Bass  
City Hall – Room 320  
Los Angeles, CA 90012

**PERSONAL SERVICES CONTRACTS – PRE-QUALIFIED ON-CALL (PQOC) LIST  
CONSULTANTS – BROWNFIELDS PROGRAM**

As recommended in the accompanying report from the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. FIND Atlas Technical Consultants LLC, EnSafe Inc., Geosyntec Consultants, Inc., Montrose Environmental Solutions, Inc., Ninyo & Moore Geotechnical Consultants, Inc., Pinnacle Environmental Technologies, Stantec Consulting Services, Inc., and Tetra Tech, Inc. to be the most qualified, based upon the Request for Qualifications requirements, to provide environmental site assessment and technical support on an as-needed or emergency basis for various Brownfields projects;
2. APPROVE to execute Personal Services Contracts with 8 Pre-Qualified On-Call Consultants for Environmental Site Assessment and Technical Support Services; and
3. AUTHORIZED the President or 2 members of the Board will execute these contracts.

(W.O. SGFZBRWN)

Fiscal Impact: Funding will be provided on a project-by-project/Task Order Solicitation basis from various funds, potentially including the General Fund, subject to the availability of funds, which will be verified at that time.

Sincerely,  
TJ KNIGHT,

Asst. Executive Officer, Board of Public Works

A handwritten signature in dark ink, appearing to read 'TJ Knight', with a stylized, flowing script.

TK:lc

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
JANUARY 22, 2025

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
**AND REFERRED TO THE MAYOR**  
**JAN 22 2025**

**AND REFERRED TO THE CITY COUNCIL**  
*[Signature]*  
Executive Officer  
Board of Public Works

CD: ALL

AUTHORITY TO AWARD AND EXECUTE PERSONAL SERVICES CONTRACTS WITH PRE-QUALIFIED ON-CALL LIST CONSULTANTS FOR ENVIRONMENTAL SITE ASSESSMENT AND TECHNICAL SUPPORT SERVICES FOR LA SANITATION AND ENVIRONMENT'S CITYWIDE BROWNFIELDS PROGRAM (W.O. No. SGFZBRWN)

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RECOMMENDATIONS

1. We find Atlas Technical Consultants LLC (Atlas), EnSafe Inc. (EnSafe), Geosyntec Consultants, Inc. (Geosyntec), Montrose Environmental Solutions, Inc. (Montrose), Ninyo & Moore Geotechnical Consultants, Inc. (Ninyo & Moore), Pinnacle Environmental Technologies (Pinnacle), Stantec Consulting Services, Inc. (Stantec), and Tetra Tech, Inc. (Tetra Tech) to be the most qualified, based upon the Request for Qualifications (RFQ) requirements, to provide environmental site assessment and technical support on an as-needed or emergency basis for various Brownfields projects.
2. Approve and forward this report with transmittals to the Mayor and City Council (Council) with the request that the Board of Public Works (Board) be authorized to execute Personal Services Contracts with eight (8) Pre-Qualified On-Call Consultants for Environmental Site Assessment and Technical Support Services.
3. Upon the Mayor's and Council's authorization, the President or two (2) members of the Board will execute these contracts.

TRANSMITTALS

1. Copy of the adopted Bureau of Sanitation and Bureau of Contract Administration (BCA) Joint Board Report No. 1 (Transmittal 1), dated September 6, 2023, authorizing LA Sanitation and Environment (LASAN) to distribute a Request for Qualifications (RFQ), to interview, select and negotiate with the most qualified proposer, and to return to the Board for authority to award and execute any contract(s) to perform the work.
2. Master copy of the proposed contracts between the City of Los Angeles (City) and the selected consultant firms.

FISCAL IMPACT STATEMENT

Funding will be provided on a project-by-project/Task Order Solicitation (TOS) basis from various funds, potentially including the General Fund, subject to the availability of funds, which will be verified at that time.

## DISCUSSION

### **Background**

Brownfields are properties whose redevelopment or reuse is complicated by the actual or potential presence of hazardous substances or other contaminants. The City, Department of Public Works, LASAN Citywide Brownfields Program provides technical assistance for the site investigation, remediation, and redevelopment of brownfield sites.

LASAN's Citywide Brownfields Program received approval for three United States Environmental Protection Agency (USEPA) Brownfields Grants and two California Environmental Protection Agency (CALEPA) Department of Toxic Substance Control (DTSC) Equitable Community Revitalization Grants to conduct environmental assessments and cleanups at brownfields often found in vulnerable communities, which will ultimately assist with the beneficial reuse of contaminated properties. This will include, but not be limited to, conducting Phase I and Phase II Environmental Site Assessments (Phase I/II ESAs), Area-Wide Assessments (AWAs), and cleanup of contaminated projects. The goal is to leverage grant funds to implement brownfields redevelopment consistent with regional priorities that focus on urban revitalization efforts rooted in livability principles and sustainable development. These grants will be used to prioritize and identify sites with the highest potential for mitigating imminent threats to human health and public safety, as well as the potential for redevelopment and other community development initiatives.

LASAN's Citywide Brownfields Program will use Federal and State grants to perform site assessments, community outreach and site remediation planning, and to assist the City by attracting developer investment in disadvantaged communities.

To meet the City's specialized needs in connection with the aforementioned site assessments and cleanups, where long-term staffing is not feasible and existing staffing is not available to perform or has not yet developed the level of expertise needed to perform certain tasks, LASAN seeks to establish an on-call list of consulting firms to continue providing services on an as-needed basis.

### **The RFQ Process**

On September 6, 2023, the Board authorized LASAN to distribute a Request for Qualifications (RFQ) to provide these environmental site assessment and technical consulting services and negotiate a personal services contract with each of the selected firms (Transmittal 1). The contracts resulting from the RFQ will establish the new on-call consulting contracts to provide these services to support LASAN's Citywide Brownfields Program on an emergency or as-needed basis.

On the submittal deadline, LASAN received a total of seventeen (17) proposals. All proposals were reviewed by the LASAN Centralized Contracts Unit for evaluation of the Business Inclusion Program (BIP) outreach requirement and deemed all of the proposers responsive to the City's BIP outreach requirements. BCA subsequently audited their evaluation and concurred with their findings.

PAGE 3

**Evaluation Process**

The evaluation and scoring of the technical proposals for specialized environmental assessments and technical services were completed by LASAN's Citywide Brownfields Program staff, and were based on the following criteria:

- Consultant's Qualifications, Experience and Expertise 20%
- Personnel Qualifications, Experience and Expertise 20%
- Technical Approach 20%
- Project Management Approach 20%
- Compensation 20%

**Consultant's Qualifications, Experience, and Expertise**

Evaluation of the consultant firm with regard to overall capability, qualifications, expertise, experience, and certifications, including depth of experience related to environmental assessments and brownfield-related projects, project team appropriateness, and commitment to diversity.

**Personnel Qualifications, Experience, and Expertise**

Evaluation of the qualifications of the consultant firm's proposed key personnel, including project experience, and educational background.

**Technical Approach**

Evaluation of the consultant firm's understanding of the proposed contract requirements, approaches to technical analyses, and studies and methodology for mentoring, training, and transferring knowledge.

**Project Management Approach**

Evaluation of the consultant firm's project management and coordination methodologies, cost control tools and procedures, and personnel utilization.

**Compensation**

Evaluation of the cost estimates, personnel labor rates and other costs and fees.

Based on the evaluation criteria, eight (8) firms (Atlas Technical Consultants, Stantec Consulting Services Inc., Tetra Tech Inc., EnSafe Inc., Pinnacle Environmental Technologies, Geosyntec Consultants Inc., Ninyo & Moore, & Montrose) were determined to be the most qualified for the services needed and were recommended for contract award by the review panel.

(Continued on next page)

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
JANUARY 22, 2025

PAGE 4

Listed in order by highest to lowest score after the Local Business Preference is applied, Table 1 shows scores for each proposer evaluated.

	<b>Proposer</b>	<b>Score</b>
1	Atlas Technical Consultants	99.40%
2	Stantec Consulting Services Inc.	97.90%
3	Tetra Tech Inc.	94.00%
4	EnSafe Inc.	90.90%
5	Ninyo & Moore	90.26%
6	Pinnacle Environmental Technologies	90.10%
7	Geosyntec Consultants, Inc.	90.10%
8	Montrose Environmental Solutions, Inc.	90.02%
9	Orion Environmental Inc.	88.60%
10	AECOM	87.80%
11	Alisto Engineering Group	85.60%
12	Roux Associates, Inc.	85.40%
13	FREY Environmental, Inc.	84.00%
14	Aptim Environmental	83.90%
15	Rincon Consultants, Inc.	82.40%
16	Terraphase Engineering Inc.	81.90%
17	Catalyst Environmental Solutions	80.70%

**Local Business Preference (LBP) Program**

All Proposers were eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City granted eight percent (8%) of the total possible evaluation points added to the evaluation score to those Proposers who were certified as an LBE firm at time of bid. If the LBE was also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they were granted an additional two percentage (2%) points of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of twelve percent (12%). The preference allowed by the Program for the utilization of certified LBE, LSB, and/or LTE subconsultants was not applied during the evaluation process because specific SUBCONSULTANT utilization could not be pledged at the time of the RFQ submission.

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
JANUARY 22, 2025

PAGE 5

The Local Business Preference Program (LBPP) was established by Ordinance No. 181910 and amended by Ordinance No. 187121. Respondents that qualified as LBE were granted an eight percent (8%) preference to their score at the time the RFQ were evaluated. The following respondents qualified for the LBPP in accordance with the RFQ requirements:

1	AECOM Technical Services, Inc.
2	Atlas Technical Consultants
3	Orion Environmental, Inc.
4	Stantec Consulting Services, Inc.
5	Tetra Tech, Inc.

**Proposed Term of the Agreement**

The contract term will be for five (5) years, with one (1) five (5)-year renewal option to be exercised at the City's sole discretion.

**Business Inclusion Program**

At the time of distribution of the RFQ for these services, the City established anticipated participation levels for this contract of 13% MBE, 4% WBE, 25% SBE, 8% EBE and 3% DVBE. The following tables reflect the lists of potential subconsultants which may be utilized on Task Orders issued under the proposed contracts:

Gender/Ethnicity Codes:

AA = African American

SAA = Subcontinent Asian American

C = Caucasian

M = Male

HA = Hispanic American

APA = Asian Pacific American

NA = Native American

F = Female

Atlas Technical Consultants (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
ABC Liovin Drilling, Inc.	-/-	SBE
American Integrated Services, Inc.	M/HA	MBE
Blaine Tech Services Inc.	F/C	WBE
C2PM	F/APA	MBE/WBE/SBE/EBE
Innovative Construction Solutions, Inc.	-/-	OBE
Mundo Environmental	M/HA	MBE
Ultra Systems Environmental	-/-	OBE
Veteran Drilling	-/-	SBE/EBE

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<b>EnSafe Inc. (OBE)</b>		
<b>Potential Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>
IO Environmental and Infrastructure Inc.	-/-	SBE/DVBE
ABC Liovin Drilling, Inc.	-/-	SBE
Advanced Technology Laboratories (ATL)	M/HA	MBE
American Integrated Services, Inc.	M/HA	MBE
Aurora Industrial Hygiene	F/C	WBE/SBE/EBE/DVBE
Blaine Tech Services Inc.	F/C	WBE
C2PM	F/APA	MBE/WBE/SBE/EBE
Confluence Environmental Inc.	F/C	WBE/SBE
EMAX Laboratories, Inc.	-/-	OBE
Enthalpy Analytical	-/-	OBE
Eurofins Calscience, LLC	-/-	OBE
H&P Mobile Geochemistry, Inc.	F/C	WBE
Hana Resources Inc.	F/C	WBE/SBE
Health Science Associates	-/-	SBE/EBE
JET Drilling, Inc.	M/HA	MBE
iLanco Environmental, LLC	F/C	WBE/SBE/EBE
Millennium Consulting Associates	-/-	OBE
Mundo Environmental	M/HA	MBE
Positive Lab Service	-/-	OBE
Quinn Environmental Strategies, Inc.	F/C	WBE
Spectrum Geophysics	-/-	SBE/EBE
Strongarm Environmental Field Services, Inc.	-/-	SBE
The Converse Professional Group	M/APA	MBE
Veteran Drilling	-/-	SBE/EBE

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<b>Geosyntec Consultants, Inc. (OBE)</b>		
<b>Potential Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>
ABC Liovin Drilling, Inc.	-/-	SBE
Advanced Technology Laboratories (ATL)	M/HA	MBE
American Integrated Services, Inc.	M/HA	MBE
Belshire Environmental Services, Inc.	F/C	WBE/SBE
Blaine Tech Services Inc.	F/C	WBE
Confluence Environmental, Inc.	F/C	WBE/SBE
Engineering and Environmental (E&E) Construction, Inc.	-/-	SBE
Enthalpy Analytical	-/-	OBE
eWaste Disposal, Inc.	-/-	SBE/EBE/DVBE
Gregg Drilling, LLC	M/NA	MBE
Lee Andrews Group	F/HA	MBE/WBE/SBE/EBE
Northgate Environmental Management, Inc.	F/C	WBE/SBE
Spectrum Geophysics	-/-	SBE/EBE
SunStar Laboratories, Inc.	-/-	OBE
Tovar Geospatial Services	M/HA	MBE
Veteran Drilling	-/-	SBE/EBE

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<b>Montrose Environmental Solutions, Inc. (Montrose)</b>		
<b>Potential Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>
ABC Liovin Drilling, Inc.	-/-	SBE
Advanced Technology Laboratories (ATL)	M/HA	MBE
American Integrated Services, Inc.	M/HA	MBE
Aurora Industrial Hygiene	F/C	WBE/SBE/EBE/DVBE
Belshire Environmental Services, Inc.	F/C	WBE/SBE
Blaine Tech Services Inc.	F/C	WBE
Enthalpy Analytical	-/-	OBE
eWaste Disposal, Inc.	-/-	SBE/EBE/DVBE
Gregg Drilling, LLC	M/NA	MBE
H&P Mobile Geochemistry, Inc.	F/C	WBE
Interphase Environmental, Inc.	F/APA	MBE/WBE/SBE
Legacy Remediation, Inc.	-/-	SBE/DVBE
Performance Analytical Laboratories, Inc.	F/C	WBE/SBE/EBE
Strongarm Environmental Field Services, Inc.	-/-	SBE
Veteran Drilling	-/-	SBE/EBE

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<b>Ninyo &amp; Moore (MBE)</b>		
<b>Potential Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>
ABC Liovin Drilling, Inc.	-/-	SBE
Advanced Technology Laboratories (ATL)	M/HA	MBE
American Integrated Services, Inc.	M/HA	MBE
Bc2 Environmental Corporation	-/-	OBE
C2PM	F/APA	MBE/WBE/SBE/EBE
CES Group	-/-	SBE/EBE
Enthalpy Analytical	-/-	OBE
Health Science Associates	-/-	SBE/EBE
Innovative Construction Solutions, Inc.	-/-	OBE
Orange Coast Analytical	-/-	OBE
PanGIS, Inc.	F/C	WBE
Performance Analytical Laboratories, Inc.	F/C	WBE/SBE/EBE
Subsurface Surveys & Associates, Inc.	-/-	OBE
SunStar Laboratories, Inc.	-/-	OBE
The Converse Professional Group	M/APA	MBE
The Morcos Group, Inc.	F/C	WBE/SBE/EBE
Veteran Drilling	-/-	SBE/EBE
Watearth, Inc.	F/C	WBE/EBE

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<b>Pinnacle Environmental Technologies (OBE)</b>		
<b>Potential Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>
ABC Liovin Drilling, Inc.	-/-	SBE
Advanced Technology Laboratories (ATL)	M/HA	MBE
American Analytics	F/C	WBE/SBE/EBE
Antich Consulting Inc.	F/C	WBE/SBE/EBE/DVBE
ArchaeoPaleo Resource Management, Inc.	F/C	WBE/SBE/EBE
Asset Laboratories	-/-	OBE
Bc2 Environmental Corporation	-/-	OBE
Belshire Environmental Services, Inc.	F/C	WBE/SBE
Blaine Tech Services Inc.	F/C	WBE
Calvada Surveying, Inc.	-/-	DVBE
Cascade Drilling, Inc.	-/-	OBE
Eurofins Air Toxics Inc.	-/-	OBE
eWaste Disposal, Inc.	-/-	SBE/EBE/DVBE
GCGreen	F/NA	MBE/WBE/SBE/DVBE
Geotechnical Professionals, Inc.	-/-	OBE
Global Transloading, LLC	F/HA	MBE/WBE
Gregg Drilling, LLC	M/NA	MBE
H&P Mobile Geochemistry, Inc.	F/C	WBE
Innovative Construction Solutions, Inc.	-/-	OBE
Interphase Environmental, Inc.	F/APA	MBE/WBE/SBE
Intrinsik, Ltd.	-/-	OBE
Jones Environmental, Inc.	-/-	SBE/EBE
Legacy Remediation, Inc.	-/-	SBE/DVBE
Martini Drilling	M/HA	MBE
O2EPCM, Inc.	F/AA	MBE/WBE/SBE/EBE
PanGIS, Inc.	F/C	WBE
Performance Analytical Laboratories, Inc.	F/C	WBE/SBE

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<b>Pinnacle Environmental Technologies (OBE)</b>		
<b>Potential Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>
Prestige Analytics, Inc.	M/APA	MBE
Psomas	-/-	OBE
Pure Effect, Inc.	-/-	OBE
Regenesis	-/-	OBE
SGS Forensic Analytical, Inc.	-/-	OBE
SoCal Locators	-/-	SBE/EBE
Spectrum Geophysics	-/-	OBE
Strongarm Environmental Field Services, Inc.	-/-	SBE/EBE
SunStar Laboratories, Inc.	-/-	OBE
Tovar Geospatial Services	M/HA	MBE
Velasco Environmental Services, LLC	M/HA	MBE
Veteran Drilling	-/-	SBE/EBE
Watearth, Inc.	-/-	OBE

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<b>Stantec (OBE)</b>		
<b>Potential Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>
ABC Liovin Drilling, Inc.	-/-	SBE
A-Tech Consulting, Inc.	-/-	OBE
Advanced Technology Laboratories (ATL)	M/HA	MBE
Alpha Traffic Services Inc.	-/-	OBE
American Analytics	F/C	WBE/SBE/EBE
Atlas Technical Consultants LLC	-/-	OBE
Atmospheric Analysis & Consulting	-/-	OBE
Belshire Environmental Services, Inc.	F/C	WBE/SBE
Blaine Tech Services Inc.	F/C	WBE
C2PM	F/APA	MBE/WBE/SBE/EBE
CES Group	-/-	SBE/EBE
Consensus Inc.	F/C	WBE/SBE
Converse Consultants	M/APA	MBE
Eagle Eye Land Surveying	-/-	OBE
EMC Labs	-/-	OBE
EMSL	-/-	OBE
Engineering & Environmental Construction, Inc.	-/-	SBE
Environmental Data Services (EDR)	-/-	OBE
Environmental Waste Minimization Inc. (EWMI)	-/-	OBE
Eurofins Calscience, LLC	-/-	OBE
Gregg Drilling & Testing	M/NA	MBE
Ground Penetrating Radar Systems, LLC	-/-	OBE
H&P Mobile Geochemistry, Inc.	F/C	WBE
Interphase Environmental, Inc.	F/APA	MBE/WBE/SBE
KEE Solutions, Inc.	-/-	SBE/DVBE
The Morcos Group, Inc.	F/C	WBE/SBE/EBE
OFRS	-/-	SBE

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<b>Stantec (OBE)</b>		
<b>Potential Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>
Pacific Surveys	-/-	OBE
Strongarm Environmental Field Services, Inc.	-/-	SBE
US Ecology dba NRC Environmental Services Inc.	-/-	OBE
Veteran Drilling	-/-	SBE/EBE
Watearth, Inc.	F/C	WBE/EBE

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<b>Tetra Tech, Inc. (OBE)</b>		
<b>Potential Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/WBE/SBE/ EBE/DVBE/OBE</b>
A-Tech Consulting, Inc.	-/-	OBE
ABC Liovin Drilling, Inc.	-/-	SBE
American Environmental Testing Laboratory LLC	-/-	EBE
American Integrated Services, Inc.	M/HA	MBE
Bc2 Environmental Corporation	-/-	OBE
Belshire Environmental Services, Inc.	F/C	WBE/SBE
Blaine Tech Services Inc.	F/C	WBE
C2PM	F/APA	MBE/WBE/SBE/EBE
California Consulting Inc.	-/-	OBE
Calvada Surveying, Inc.	-/-	DVBE
Circlepoint	-/-	OBE
CES Group	-/-	SBE/EBE
Coreprobe International, INC.	M/HA	MBE
Eurofins Environment Testing Southwest, LLC	-/-	OBE
Gregg Drilling, LLC	M/NA	MBE
Ground Penetrating Radar Systems, LLC	-/-	OBE
H&P Mobile Geochemistry, Inc.	F/C	WBE
Innovative Construction Solutions, Inc.	-/-	OBE
Jones Environmental, Inc.	-/-	SBE/EBE
KEE Solutions, Inc.	-/-	SBE/DVBE
Millennium Environmental Inc.	-/-	SBE
Onsite	-/-	OBE
Pine Environmental Services, Inc.	-/-	OBE
Rp Barricade Inc.	-/-	OBE
Spectrum Environmental Services Inc. (Dba: Spectrum Geophysics)	-/-	SBE/EBE
Strongarm Environmental Field Services, Inc.	-/-	SBE
Synergy Traffic Control (E-Nor)	-/-	OBE



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Tetra Tech, Inc. (OBE)		
Potential Subconsultants	Gender/ Ethnicity	MBE/WBE/SBE/ EBE/DVBE/OBE
Terri Lynn Hennon	-/-	SBE/EBE
The Converse Professional Group	M/APA	MBE
The Morcos Group, Inc.	F/C	WBE/SBE/EBE
Weck Laboratories, Inc.	M/HA	MBE

The certifications listed in the above tables were verified by LASAN on April 18, 2024.

**Notification of Intent to Contract**

The Notification of Intent to Contract (NOI) was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on September 15, 2022.

**Charter Section 1022**

The CAO issued the 1022 determination report on November 30, 2022, and determined that the City employees do not have expertise to perform the work.

**Approved as to Form**

The proposed contracts have been approved as to form by the Office of the City Attorney.

**Other City Policies and Requirements**

Atlas Technical Consultants, EnSafe Inc., Geosyntec Consultants Inc., Montrose, Ninyo & Moore, Pinnacle Environmental Technologies, Stantec Consulting Services, Inc., and Tetra Tech, Inc. shall comply with all City requirements, including:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Worker Retention Ordinances
- Equal Benefits Ordinance
- Business Tax Registration Certificate
- Child Support Obligations Ordinance
- Insurance and Performance Bond Requirements
- Slavery Disclosure and Disclosure of Border Wall Contracting Ordinances
- Americans with Disabilities Act
- Municipal Lobbying Ordinance
- Los Angeles Residence Information
- City of Los Angeles Contract History
- Non-Collusion Affidavit
- First Source Hiring Ordinance
- Contractor Bidder Campaign Contribution and Fundraising Restrictions
- Iran Contracting Act of 2010
- City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance
- Contractor Data Reporting

### **Contractor Responsibility Ordinance**

All contractors participating in this program are subject to compliance with the requirements specified in the City's Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.C.C.]. Failure to comply with the requirements specified in this ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

### **Contractor Performance Evaluation**

In accordance with Article 13, Chapter 1, Division 10 of the City Administrative Code, the appropriate City personnel responsible for quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to BCA upon completion of this contract.

### **Headquarters Address and Workforce Information**

The headquarters and employee data of each consultant firm (listed alphabetically) are as follows:

	<b>Consultant Firm and Headquarters Address</b>	<b>Total No. of Employees in Firm</b>	<b>No. of Employees who are LA Residents</b>	<b>% of Employees who are LA Residents</b>
1	Atlas Technical Consultants 13215 Bee Cave Parkway Building B, Suite 230 Austin, TX 78738	3,604	11	0.3%
2	EnSafe Inc. 5724 Summer Trees Drive Memphis, TN 38134	388	2	.005%
3	Geosyntec Consultants, Inc. 900 Broken Sound Pkwy NW, Suite 200 Boca Raton, FL 33487	1,735	12	.69%
4	Montrose Environmental Solutions, Inc. 5120 Northshore Dr North Little Rock, AR 72118	2,945	15	.005%
5	Ninyo & Moore 5710 Ruffin Road San Diego, California 92123.	550	2	0.4%
6	Pinnacle Environmental Technologies 2 Santa Maria Foothill Ranch, CA 92610	2	0	0%
7	Stantec Consulting Services Inc. 10220-103 Avenue, Suite 500 Edmonton, Alberta, Canada T5J 0K4	28,402	28	0.10%
8	Tetra Tech Inc. 3475 E. Foothill Blvd. Pasadena, CA 91107	27,000	213	0.079%

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**Contract Administration**

Responsibility for the administration of this contract will be LASAN Solid Resources Citywide Recycling Division, Citywide Brownfield Program.

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

This project was approved by PRD on June 1, 2022, in the amount of \$2,000,000.

STATUS OF FINANCING

No funding is required at this time. The total funding for this project is not to exceed \$2,000,000. Specific funding information will be provided at the time of approval of the Task Order Solicitations. Proceeds from the EPA Brownfield Grant will be deposited into the designated front funding source to be determined by the Director and General Manager of LASAN upon grant award. The City's General Fund may be impacted when and if a Task Order Solicitation is issued for the Citywide Brownfields Program.

Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN.

FUTURE ACTIONS

Upon authorization by the Council and the Mayor, the Board will execute the contracts with the following consultants:

	<b>Proposer</b>
1	Atlas Technical Consultants
2	EnSafe Inc.
3	Geosyntec Consultants, Inc.
4	Montrose Environmental Solutions, Inc.
5	Ninyo & Moore
6	Pinnacle Environmental Technologies
7	Stantec Consulting Services Inc.
8	Tetra Tech Inc.

(Signature page follows)

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Respectfully submitted,



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BARBARA ROMERO  
Director and General Manager  
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:

  
Lynda McGlinchey (Dec 26, 2024 13:31 PST)


LYNDA McGLINCHEY, Program Manager II  
Office of Contract Compliance  
Bureau of Contract Administration



---

JOHN L. REAMER, JR.  
Inspector of Public Works  
Bureau of Contract Administration

REVIEWED AND APPROVED BY:

  
Sarai Bhaga (Nov 7, 2024 10:20 PST)

SARAI BHAGA, Chief Financial Officer  
Bureau of Sanitation  
Date: \_\_\_\_\_

Prepared by:  
Nuna Tersibashian, SRCRD  
(213) 485-3791  
Colette Monell, SRCRD  
(213) 485-2390  
Jordan Wooten, SRCRD

TRANSMITTAL NO. 1

BPW-2023-0525

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California

DEPARTMENT OF PUBLIC WORKS

SEP 06 2023

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Executive Officer  
Board of Public Works

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR QUALIFICATIONS NEGOTIATE AND ESTABLISH AN ON-CALL LIST OF CONSULTANT SERVICES FOR ENVIRONMENTAL SITE ASSESSMENT SUPPORT AND TECHNICAL SUPPORT SERVICES FOR THE LA SANITATION AND ENVIRONMENT'S CITYWIDE BROWNFIELDS PROGRAM - LIST MAY BE USED FOR COMMUNITY LEVEL CONTRACTING OPPORTUNITIES (WO# SGFZBRWN - BROWNFIELD - GF)

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### RECOMMENDATIONS

Authorize the Director and General Manager of LA Sanitation and Environment (LASAN) to:

1. Distribute and advertise the transmitted Request for Qualifications (RFQ) for on-call consultant services to provide environmental site assessment support and technical support services for LASAN's Citywide Brownfields Program.
2. Evaluate the proposer's Statement of Qualifications (SOQ), and select the proposer(s) who submit the most qualified SOQ for the needed services based upon the requirements set forth in the RFQ.
3. Negotiate contract(s) with the most qualified proposer(s) after the evaluation of the SOQs.
4. Return to the Board of Public Works (Board) for authority to execute the negotiated contract(s).

### TRANSMITTAL

1. Copy of the RFQ for On-Call Consultant Services to Provide Environmental Site Assessment Support and Technical Support Services for LASAN's Citywide Brownfields Program

### DISCUSSION

#### **Project Background:**

Brownfields are properties whose redevelopment or reuse is complicated by the actual or potential presence of hazardous substances or other contaminants. LASAN's Citywide Brownfields Program provides technical assistance for the site investigation, remediation, and redevelopment of brownfield sites.

LASAN's Citywide Brownfields Program received approval for three United States Environmental Protection Agency (USEPA) Brownfields Grants and two California Environmental Protection Agency (CALEPA) Department of Toxic Substance Control (DTSC) Equitable Community Revitalization Grants to conduct environmental assessments and cleanups at brownfields often found in vulnerable communities, which will ultimately assist with the beneficial reuse of contaminated properties. This will include but not be limited to conducting Phase I and Phase II

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Environmental Site Assessments (Phase I/II ESAs), Area-Wide Assessments (AWAs) and cleanup of contaminated projects. The goal is to leverage grant funds to implement brownfields redevelopment consistent with regional priorities that focus on urban revitalization efforts rooted in livability principles and sustainable development. These grants will be used to prioritize and identify sites with the highest potential for mitigating imminent threats to human health and public safety, as well as the potential for redevelopment and other community development initiatives.

LASAN's Citywide Brownfields Program will use Federal and State grants to perform site assessments, community outreach and site remediation planning, and to assist the City by attracting developer investment in disadvantaged communities.

To meet the City's specialized needs in connection with the aforementioned site assessments and cleanups, where long-term staffing is not feasible and existing staffing is not available to perform or has not yet developed the level of expertise needed to perform certain tasks, LASAN seeks to establish an on-call list of consulting firms to continue providing services on an as-needed basis.

**Scope of On-Call Consultant Services**

LASAN will utilize the on-call consulting services to provide specialized and expert services including but not limited to:

- Conducting and preparing Phase I Environmental Site Assessments (Phase I ESAs) reports. These reports must be prepared in accordance with the EPA's "All Appropriate Inquiry" standard and the most current guidelines established by the American Society for Testing Materials (ASTM);
- Developing Area-Wide Brownfields Inventories using Geographical Information System (GIS) mapping;
- Implementing grant administration duties including assisting with Brownfields Grantees Reporting/Assessment, Cleanup and Redevelopment Exchange Systems (ACRES) property profile form preparation and submittals;
- Conducting Phase II investigations and preparing reports that include plot plans, boring logs, laboratory analytical results with chain-of-custody forms and quality assurance/quality control data, and recommendations on the need for further investigations such as:
  - Conducting soil vapor surveys for methane or volatile organic compounds (VOCs),
  - Analyzing soil, soil vapor, air, and groundwater samples taken by California-certified laboratories using USEPA-approved test methods to define contaminant concentrations, and
  - Conducting geophysical surveys.
- Developing methane mitigation plans and specifications, following City methane ordinances;
- Participating in meetings with regulatory agencies and the public in support of or on behalf of the City;
- Participating in the public participation and community outreach process;
- Preparing health and safety plans;
- Planning and implementing cleanup activities.

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**Proposed Term of On-Call Consultant Services**

The selected on-call consultants will be used on an as-needed or emergency basis and will be awarded projects based on the best proposal submitted. The contract(s) terms will be limited to five (5) years, with a possible extension of another five (5) years.

**Selection Process and Criteria**

The evaluation criteria summarized below will be used in evaluating the proposers' SOQs to determine which proposers are deemed most qualified for the successful performance of the type of services that will be outlined in the RFQ. Proposers submitting the highest-rated SOQs may be called for an oral interview (if needed) to further assess their qualifications. If the selected consultants comply with all City requirements, a contract will be negotiated with each successful proposer and LASAN will return to the Board with a request for authority to execute the negotiated contract(s).

The following is the selection criteria that will be included in the RFQ:

- |   |     |
|---|-----|
| • Consultant's Qualifications, Experience and Expertise | 20% |
| • Personnel Qualifications, Experience and Expertise    | 20% |
| • Technical Approach                                    | 20% |
| • Project Management Approach                           | 20% |
| • Compensation  | 20% |

Consultant's Qualifications, Experience, and Expertise

Evaluation of the responding consultant firm with regard to overall capability, qualifications, expertise, experience and certifications including depth of experience related to environmental assessments and brownfield-related projects, project team appropriateness, and commitment to diversity.

Personnel Qualifications, Experience, and Expertise

Evaluation of the qualifications of the consultant firm's proposed key personnel, including project experience and educational background.

Technical Approach

Evaluation of the consultant firm's understanding of the proposed contract requirements, approaches to technical analyses and studies and methodology for mentoring, training, and transferring knowledge.

Project Management Approach

Evaluation of the consultant firm's project management and coordination methodologies, cost control tools and procedures, and personnel utilization.

Compensation

Evaluation of the cost estimates, personnel labor rates and other costs and fees.

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**Assignment of Work**

Task Order Solicitations (TOSs) will be issued to all firms on the on-call list and will be distributed through the Regional Alliance Marketplace for Procurement (RAMP) website. A TOS will be prepared by LASAN staff and all consultants on the list will be asked to submit proposals on an upcoming project. For each desired Task Order, the project will be awarded to the on-call consultant whose proposal represents the best overall value to the City for the requested work.

Under certain circumstances, such as when LASAN's Citywide Brownfields Program receives City priority projects and/or emergency projects, including requests from the Mayor's and Council Offices, the City may choose to directly award the Task Order to any of the consultants on the on-call list.

Once an agreement is reached, the City will issue a Notice to Proceed. No work is authorized until the City issues the Notice to Proceed to the selected firm. No guarantee of work is given or implied to any of the consultants on the list.

**Compliance with City Policies and Directives**

All consultants will be required to comply with the following City of Los Angeles policies:

- Business Tax Registration Certificate
- Non-Discrimination, Equal Employment Practices, and Affirmative Action
- Performance Bond and Insurance Requirements
- Equal Benefits Ordinance
- Child Support Obligations Policy
- Americans with Disabilities Act
- Living Wage and Worker Retention Ordinances
- Slavery Disclosure Ordinance and Disclosure of Border Wall Contracting Ordinance
- Non-Collusion Affidavit
- Municipal Lobbying Ordinance
- First Source Hiring Ordinance
- City of Los Angeles Contract History
- Los Angeles Residence Information
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance
- Iran Contracting Act of 2010 Compliance Affidavit
- Covid-19 Vaccination Requirements
- Contractor Data Reporting

Failure to comply with all requirements specified in these policies and/or Ordinances will render the consultant's contract subject to termination pursuant to the conditions expressed therein. Attachments and forms pertaining to the above listed requirements and policies are included with the RFQ.

**Business Inclusion Program**

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. This program provides Minority Business Enterprise (MBE), Women Business Enterprise (WBE),



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Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms an equal opportunity to compete for, and participate in, City contracts.

For this RFQ, the City has set the anticipated participation levels at 13% MBE, 4% WBE, 25% SBE, 8% EBE, and 3% DVBE. Currently, a Lesbian, Gay, Bi-sexual, and Transgender Business Enterprise (LGBTBE) Outreach is not required as part of the BIP, but is tracked for statistical purposes.

Proposers must refer to Attachment 12, Business Inclusion Program of this RFQ for additional information and instructions. BIP outreach must be performed using the Regional Alliance Marketplace for Procurement website ([www.rampla.org](http://www.rampla.org)). A proposer's failure to utilize and complete their BIP Outreach as described in Attachment 12 may result in their proposal being deemed non-responsive.

In addition to the BIP Outreach, the Proposers are required to complete and submit the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A). The Schedule A must be submitted with the Proposer's RFP response. Additionally, during the term of the contract, the Proposer must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

**Local Business Preference (LBPP) Program**

Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. Businesses that qualify as a Local Business Enterprise (LBE) may be granted an eight percent reduction of their Bid amount solely for Bid evaluation purposes. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent reduction for each of those certifications, up to a total of twelve percent. Businesses that qualify as a LBE, but neither as a LSB and/or a LTE, may be granted a one percent reduction, up to a maximum of two percent for each of those certifications, for every ten percent of their bid that is to be performed by a LSB and/or a LTE subcontractor. Additionally, all non-LBE Businesses may be granted a one percent reduction, up to a maximum of five percent, of their proposal amount solely for proposal evaluation purposes, for every ten percent of their proposal that is to be performed by a LBE, LSB, and/or a LTE subcontractor.

**Advertising and Distributing the RFQ**

Upon authorization by the Board, the RFQ and attachments will be posted on, and can be downloaded from the City of Los Angeles RAMP at <http://www.rampla.org>, in compliance with City Council Motion 95-1060-S2.

**Notification of Intent to Contract**

The required Notification of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on September 15, 2022.

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**Charter Section 1022**

The Personnel Department, on November 30, 2022, determined that there was an insufficient number of City employees able to perform the work proposed to be contracted and additional staff cannot be employed and trained to meet LASAN's need in a timely manner.

**Peak Hour Construction and Right-of-Way Obstruction Regulations**

All contractors must comply with the requirements specified in the Los Angeles Municipal Code (L.A.M.C.) Section 62.61 related to peak hour traffic restrictions, unless an exemption from the Peak Traffic Hours Prohibition is approved.

**Contractor Responsibility Ordinance**

All contractors participating in the program will be subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No.173677, (Article 14, Chapter 1, Division 10, Los Angeles Administrative Code [L.A.A.C.]). Failure to comply with all requirements specified in the Ordinance will render the proposer's contract subject to termination pursuant to the conditions expressed therein.

**Contractor Performance Evaluation**

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this Personal Services Contract shall submit a Contractor Performance Evaluation Report to the Bureau of Contract Administration upon completion of the contract.

**Compliance with Board RFQ Policy**

As per Board policy, the RFQ was delivered to the Secretary of the Board prior to Board consideration thereof.

**Contract Administration**

Responsibility for the administration and management of this contract will rest with the Solid Resources Citywide Recycling Division (SRCRD) of LASAN.

**Community Level Contracting Efforts**

The Citywide Brownfields Program of LASAN's SRCRD evaluated the RFQ to determine if there were any suitable opportunities available for Community Level Contracting (CLC). As part of the analysis, the Citywide Brownfields Program considered the scope of work and determined that the RFQ is open to any proposals from start-up or small businesses that would have the capacity to conduct environmental site assessments in accordance with the EPA's "All Appropriate Inquiry" standard and the most current guidelines established by the ASTM and have the capacity and qualifications to conduct brownfield cleanups in accordance with local, state and federal regulations.

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PROJECT REVIEW COMMITTEE/DIRECTOR (PRC/PRD) APPROVAL

This project was approved by PRD on August 9, 2022 in the amount of \$2,000,000.

STATUS OF FINANCING

No funding is required at this time. Specific funding information will be provided at the time of approval of the project award/Task Order Solicitations.

The City's General Fund may be impacted when and if a Task Order Solicitation is issued for the Brownfields Program. The contracts to be entered into with the selected consultants will not have a single, specific source of funds attached to it. Instead, funds will be identified by the Director of Sanitation or Designee on a project-by-project basis from various sources at the time specific Task Order Solicitations are issued to the consultants. Grant awards have been approved by the USEPA and CalEPA DTSC and the funds will be available this year on a reimbursement basis. Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN or designee.

**Future Actions**

A review committee will evaluate the proposals. The most qualified proposer(s), who submitted the best SOQs in response to the RFQ will be selected. LASAN will then negotiate personal services contracts with the highest rated firms to provide the required services. Subsequent to the negotiation of the contracts, LASAN will request Board authority to award and execute contracts with the selected proposers.

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Respectfully submitted,



BARBARA ROMERO,  
Director and General Manager  
Bureau of Sanitation

REVIEWED AND APPROVED BY:



SARAI BHAGA, Chief Financial Officer  
Bureau of Sanitation  
Date: 8/21/23

COMPLIANCE REVIEW  
PERFORMED AND APPROVED BY:

Ian Monteilh (for)  
Ian Monteilh (for) (Aug 22, 2023 13:32 PDT)

LYNDA MCGLINCHEY, Program Manager II  
Office of Contract Compliance  
Bureau of Contract Administration



JOHN L. REAMER JR.  
Inspector of Public Works  
Bureau of Contract Administration

Prepared by:

Nuna Tersibashian, Solid Resources Citywide Recycling Division (SRCRD), (213) 485-3791  
Colette Monell, SRCRD, (213) 485-2390  
Jordan Wooten, SRCRD, (213) 485-3659

CONTRACT NO. C- \_\_\_\_\_

**ON-CALL CONSULTANT SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**[CONSULTANT'S NAME]**

**FOR**

**ENVIRONMENTAL SITE ASSESSMENT AND TECHNICAL SUPPORT  
FOR CITYWIDE BROWNFIELDS PROGRAM**



City of Los Angeles  
Department of Public Works  
Los Angeles Sanitation and Environment

Barbara Romero, Director and General Manager  
Alexander E. Helou, P.E., Assistant Director

Solid Resources Citywide Recycling Division  
Rowena Romano, Division Manager

Compliance and Sustainability Unit  
Nuna Tersibashian, Unit Manager  
Citywide Brownfields Program

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## **ON-CALL CONSULTANT SERVICES AGREEMENT**

This AGREEMENT, made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "[CONSULTANT'S NAME]" hereinafter referred to as the "CONSULTANT"; is set forth as follows:

### **W I T N E S S E T H**

WHEREAS, the CITY has a need for contracting/consulting services requiring highly specialized and technical expertise to support the Bureau of Sanitation's (LASAN) Citywide Brownfields Program and other related projects on an as-needed or emergency basis; and

WHEREAS, on September 6, 2023, the Board of Public Works authorized LASAN to distribute a Request for Qualifications (RFQ) for said services, and to negotiate a contract with one or more qualified proposers; and

WHEREAS, on December 8, 2023, LASAN received seventeen (17) Statements of Qualifications in response to the RFQ; and

WHEREAS, the CONSULTANT was among the eight (8) consultants selected to be placed on the list of pre-qualified proposers to perform said services as determined by CITY staff based on the evaluation criteria set forth in the RFQ; and

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

WHEREAS, the services to be provided by CONSULTANT are of an expert and technical nature; and

WHEREAS, the CITY plans to utilize the CONSULTANT to provide services during the course of a 5-year period with an optional 5-year extension; and

WHEREAS, the CONSULTANT's services are deemed to be vital to meet the CITY's commitment to protect public health and the environment.

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

### **ARTICLE 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 of this CONTRACT. The language of this CONTRACT shall be construed

according to its fair meaning and not strictly for or against the CITY or CONSULTANT. The word "CONTRACTOR" includes the party or parties identified in this CONTRACT. The singular shall include the plural and if there is more than one CONSULTANT, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

## **ARTICLE 2 – DEFINITIONS**

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

AGREEMENT/CONTRACT	This contractual agreement between the CITY and [CONSULTANT'S NAME] for environmental site assessment and technical expertise and services to support LASAN's Citywide Brownfields Program and other related projects.
BOARD	The Board of Public Works of the City of Los Angeles.
CALENDAR DAYS	Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight, unless otherwise specified.
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
CONSULTANT/CONTRACTOR	[CONSULTANT'S NAME]
DIRECTOR	Director of LASAN or his/her designated representative
LASAN	Los Angeles Sanitation and Environment (Bureau of Sanitation, Department of Public Works, City of Los Angeles)
LASAN PROJECT MANAGER	The LASAN designated project manager for a specific project/work related to this AGREEMENT
NOTICE TO PROCEED	The written notice by the ON-CALL CONTRACT REPRESENTATIVE or designee to the successful TOS proposer to commence the work specified in the Task Order

ON-CALL CONTRACT REPRESENTATIVE	The CITY'S designated representative for all issues related to this AGREEMENT
SUBCONSULTANT/ SUBCONTRACTOR	An individual, firm, corporation or company of any tier having an agreement with the CONSULTANT to perform work under the AGREEMENT to which the CONSULTANT has obligated itself
TOS	Task Order Solicitation (TOS) for a specified project/work, which sets out a detailed description of submittal requirements. This includes the scope of services, schedule and payment for that project/work (Task Order)

### **ARTICLE 3 – PROJECT DESCRIPTION**

LASAN's mission is to protect the public health and the environment, delivering services through the management and administration of the Citywide Brownfields Program and other related projects. Because long-term staffing is not feasible and existing LASAN staffing is not available or able to perform the specialized and expert tasks required for the projects under these programs, LASAN seeks to establish a new prequalified on-call list of consulting firms to provide the supporting services on an as-needed basis or emergency bases for various brownfields projects and other related projects.

LASAN faces regulatory challenges and new mandates, which require quick and specialized analysis and response. New mandates have a direct impact on LASAN's day-to-day operations. These quick demands create short duration increases/peaks in workload that cannot be fully absorbed by existing staff. To be responsive to these requirements and mandates, LASAN will need to utilize all available and necessary resources. These include utilizing LASAN's in-house staff and experts if the workload can be accommodated and does not impact LASAN's customer service. In some instances, the type of technical analysis and work needed is limited in duration and requires a very quick turn-around time and specialized expertise that goes beyond the capability of the LASAN's in-house staff. Also, in some instances, LASAN requires response and input from industry experts who have experience with similar regulatory or program challenges.

### **ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONSULTANT**

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

4.2 CONSULTANT warrants that the services will be performed consistent with generally accepted industry standards.

4.3 Maintenance of Records

The CONSULTANT shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, in their original form or as otherwise approved by the CITY. These records shall be retained for a period of no less than four (4) years from the later of the following: (1) the final payment made by the CITY, (2) the expiration of this CONTRACT, or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or the CITY'S representatives at any time. The CONSULTANT shall provide any reports requested by the CITY regarding the performance of this CONTRACT. Any subcontract entered into by the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the CONSULTANT may, upon the CITY'S written approval, submit the required information to the CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this CONTRACT.

4.4 Scope of Services

The scope of work required for on-call consulting services for specialized and expert services may include, but not be limited to, the following:

- Conducting and preparing Phase I Environmental Site Assessments (Phase I ESAs) reports. These reports must be prepared in accordance with the U.S. Environmental Protection Agency (EPA) "All Appropriate Inquiry" standard and the most current guidelines established by the American Society for Testing Materials (ASTM)
- Developing Area-Wide Brownfields Inventories using Geographical Information System (GIS) mapping
- Implementing grant administration duties including assisting with Brownfields Grantees Reporting/Assessment, Cleanup and Redevelopment Exchange Systems (ACRES) property profile form preparation and submittals
- Conducting Phase II Environmental Site Assessments and preparing reports that include plot plans, boring logs, laboratory analytical results with chain-of-custody forms and quality assurance / quality control data, and recommendations on the need for further investigations
- Conducting soil vapor surveys for methane or volatile organic compounds (VOCs)
- Analyzing soil, soil vapor, air, and groundwater samples taken by California-certified laboratories using EPA-approved test methods to define contaminant concentrations

- Conducting geophysical surveys
- Developing methane mitigation plans and specifications, following City methane ordinances
- Participating in meetings with regulatory agencies and the public in support of or on behalf of the City
- Participating in the public participation and community outreach process
- Preparing health and safety plans
- Cleanup planning and implementation
- Performing other related environmental consulting services as needed or required

Individual Task Order may include some or all of the activities listed above.

#### 4.5 Assignment of Work:

The consultants selected to be on the City's on-call list for LASAN's brownfields projects and other related projects will be listed in random order. TOSs will be prepared by LASAN and issued to all firms on the on-call list through LA RAMP (Regional Alliance Marketplace for Procurement). The firms will be asked to submit proposals in response to the TOS. For each Task Order issued, the project will be awarded to the on-call consultant whose proposal represents the best overall value to the CITY for the requested work as consistent with any evaluation criteria indicated.

Any consultant may decline to submit a proposal for any TOS without a declination affecting the opportunity to submit a proposal for a future TOS.

Under certain circumstances, such as when LASAN receives CITY priority projects and/or emergency projects, including requests from the Mayor's and Council Offices, the CITY may choose to directly award the Task Order to any of the firms on the on-call List.

The CITY reserves the right to assign Task Order under these contracts in any manner to best serve the CITY and the project at issue.

Once an agreement is reached, the CITY will issue a Notice to Proceed. No work is authorized until the CITY issues the Notice to Proceed to the selected firm.

No guarantee of work is given or implied to any of the consultants on the list.

### **ARTICLE 5 – KEY CONSULTANT PERSONNEL**

- 5.1 CONSULTANT designates the following person to be known as the Principal-In-Charge to represent CONSULTANT in all matters pertaining to this AGREEMENT:

Name, Title: [INSERT NAME, TITLE]  
Address: [INSERT ADDRESS]  
Telephone: [INSERT PHONE]  
E-mail: [INSERT E-MAIL]

CONSULTANT shall notify the ON-CALL CONTRACT REPRESENTATIVE in advance of any proposed subsequent change in the CONSULTANT'S Principal-In-Charge.

Additional technical specialists shall be assigned subject to approval by the LASAN PROJECT MANAGER.

- 5.2 CONSULTANT agrees that personnel assigned to this position at the commencement of services under this AGREEMENT shall serve in this position as long as required by the CONTRACT, and CONSULTANT shall not change personnel assigned to this position without the prior consent and approval of ON-CALL CONTRACT REPRESENTATIVE, whose consent shall not be withheld unreasonably.
- 5.3 Unless otherwise approved by the CITY, the CONSULTANT shall use its own employees to perform the services described in this CONTRACT. The CITY has the right to review and approve any personnel who are assigned to work under this CONTRACT. The CONSULTANT shall remove personnel from performing work under this CONTRACT if requested to do so by the CITY.
- 5.4 The CONSULTANT shall not use SUBCONSULTANTS to assist in the performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of SUBCONSULTANTS, the CONSULTANT shall remain responsible for performing all aspects of this CONTRACT and paying all SUBCONSULTANTS. The CITY has the right to approve the CONSULTANT'S SUBCONSULTANTS, and the CITY reserves the right to request replacement of any SUBCONSULTANT. The CITY does not have any obligation to pay the CONSULTANT'S SUBCONSULTANTS, and nothing herein creates any privity of contract between the CITY and any SUBCONSULTANT.

#### **ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

CITY designates the LASAN Brownfields Program Manager of the Solid Resources Citywide Recycling Division as its ON-CALL CONTRACT REPRESENTATIVE to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ON-CALL CONTRACT REPRESENTATIVE. The ON-CALL CONTRACT REPRESENTATIVE may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to serve as the LASAN PROJECT MANAGER for each individual TOS. The CONSULTANT will be notified in writing in such an event.

## **ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS**

The AGREEMENT shall be for a term of five (5) years from the date of full execution as set forth below, with one five (5)-year renewal option to be exercised at the CITY's sole discretion, unless terminated as provided under Article 8 or extended by amendment.

In addition to the one (1) five (5)-year renewal option the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of one (1) year, during which period the CITY and the CONSULTANT shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on a month-to-month basis at the end of either the initial five (5)-year term if the CITY elects not to renew, or the end of the ten (10)-year term if the CITY elects to renew, by providing the CONSULTANT a written notice at least 90 days prior to expiration of the AGREEMENT. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONSULTANT shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

The date of full execution is deemed to be the date when all the following events have occurred:

- This AGREEMENT has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto;
- This AGREEMENT has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- This AGREEMENT 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 AGREEMENT.

## **ARTICLE 8 – SUSPENSION**

At the CITY'S sole discretion, the CITY may suspend any or all services provided under this CONTRACT by providing the CONSULTANT with a written notice of suspension. Upon receipt of the notice of suspension, the CONSULTANT shall immediately cease the services suspended and shall not incur any additional obligations, costs, or expenses to the CITY until the CITY gives written notice to recommence the services.

## **ARTICLE 9 – TERMINATION**

### **9.1 Termination for Convenience**

The CITY may terminate this CONTRACT, in whole or in part, for the CITY'S convenience at any time by providing the CONSULTANT thirty days (30) written notice. Upon receipt of the notice of termination, the CONSULTANT shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONSULTANT to effect the termination. Thereafter, the CONSULTANT 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 the CITY is entitled to, shall become CITY property upon the date of the termination. The CONSULTANT agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

## 9.2 Termination for Breach of Contract

9.2.1 Except as provided in Article 21 [FORCE MAJEURE ARTICLE], if the CONSULTANT 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 the CONSULTANT written notice of the default. The CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the CITY. Additionally, the CITY'S default notice may offer the CONSULTANT an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONSULTANT'S plan. If the default cannot be cured or if the CONSULTANT fails to cure within the period allowed by the CITY, then the CITY may terminate this CONTRACT due to the CONSULTANT'S breach of this CONTRACT.

9.2.2 If the default under this CONTRACT is due to the CONSULTANT'S failure to maintain the insurance required under this CONTRACT, the CONSULTANT shall immediately: (1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and SUBCONSULTANTS of the loss of insurance coverage and the CONSULTANT'S obligation to suspend performance of services. The CONSULTANT shall not recommence performance until the CONSULTANT is fully insured and in compliance with the CITY'S requirements.

9.2.3 If a federal or state proceeding for relief of debtors is undertaken by or against the CONSULTANT, or if the CONSULTANT makes an assignment for the benefit of creditors, then the CITY or CONSULTANT may immediately terminate this CONTRACT.



9.2.4 If the CONSULTANT engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates the CITY'S laws, regulations, or policies relating to lobbying, then the CITY may immediately terminate this CONTRACT.

9.2.5 Acts of Moral Turpitude

- a) The CONSULTANT shall immediately notify the CITY if the CONSULTANT or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
- b) If the CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to an Act of Moral Turpitude, the CITY may immediately terminate this CONTRACT.
- c) If the CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this CONTRACT after providing the CONSULTANT an opportunity to present evidence of the CONSULTANT'S ability to perform under the terms of this CONTRACT.
- d) Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in the California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elder abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e) For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONSULTANT.

9.2.6 In the event the CITY terminates this CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated and the CONSULTANT shall be liable to the CITY for all

of its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7 If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that the CONSULTANT 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 Article 9.1 Termination for Convenience.

9.2.8 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.

9.3 In the event that this CONTRACT is terminated, the CONSULTANT shall immediately notify all employees and SUBCONSULTANTS and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five (5) working days of the termination.

#### **ARTICLE 10 – SUBCONTRACT APPROVAL**

CONSULTANT shall not use subconsultants to assist in performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of subconsultants, CONSULTANT shall remain responsible for performing all aspects of this AGREEMENT. The CITY has the right to approve CONSULTANT's subconsultants and the CITY reserves the right to request replacement of subconsultants. The CITY does not have any obligation to pay CONSULTANT's subconsultants and nothing herein creates any privities between the CITY and the subconsultants. Wholly-owned subsidiaries of the CONSULTANT shall not be considered subconsultants.

Schedule A, the list of potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided herein, is attached and incorporated hereto as **Exhibit A**. The CONSULTANT shall make every effort to equitably utilize the subconsultants listed on **Exhibit A**.

The listing in **Exhibit A** is not exclusive and upon written request by the CONSULTANT, additional subconsultants may be added with the approval of the ON-CALL CONTRACT REPRESENTATIVE and/or LASAN PROJECT MANAGER. Substitution of any subconsultant requires approval from the BOARD for any Task Order greater than \$250,000.

The CONSULTANT shall provide the Task Order List of Subconsultants (Schedule B, **Exhibit B**). Schedule B is required to be submitted to the LASAN PROJECT MANAGER prior to commencement of any work awarded. The CONSULTANT shall provide an overall contract summary of the utilization profile of subconsultants as part of the monthly invoice (Schedule C, **Exhibit C**). The summary shall include all tasks

completed to date or underway. Upon completion of each Task Order, the CONSULTANT shall prepare and submit the "Final Report of Subcontracting" Form (Schedule D, **Exhibit D**) to the LASAN PROJECT MANAGER within 15 working days after completion of the Task Order.

## **ARTICLE 11 – COMPENSATION, INVOICING, AND PAYMENT**

Compensation for services provided under this CONTRACT shall be provided on a Cost Reimbursement – Billing Salary Rate basis, a Cost Reimbursement - Hourly Billing Rate basis, a Lump Sum basis, or a combination thereof, at the sole discretion of the CITY.

For the Cost Reimbursement – Billing Salary Rate basis, compensation is defined as the sum of: (1) Billing Salary Rates; (2) Overhead; (3) Other Direct Cost with no markup; (4) Subcontract Expenses plus administrative fee as stated in Section 11.1.4; and (5) Profit as defined herein.

For the Cost Reimbursement – Hourly Billing Rate basis, compensation is defined as the sum of: (1) Hourly Billing Rates; (2) Other Direct Cost with no markup; and (3) Subcontract Expenses plus administrative fee as stated in Section 11.1.4.

For Lump Sum basis, payment shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Task Order. The total cost ceiling shall be stated in the Task Order.

### **11.1 Cost Reimbursement – Billing Salary Rate Basis**

11.1.1 "Billing Salary Rates" negotiated by Task Order shall be at the rates approved by the LASAN PROJECT MANAGER, to be charged by CONSULTANT for employees' time directly chargeable to their performance of the project work. HOURLY BILLING RATES, **Exhibit F**, attached hereto and incorporated herein by this reference, shall be the format used for the proposed billing salary rate summary for each Task Order.

Subconsultant Billing Salary Rates shall be negotiated per Task Order. Any adjustments to subconsultants' Billing Salary Rates for a Task Order shall be reviewed by the LASAN PROJECT MANAGER and approved by the ON-CALL CONTRACT REPRESENTATIVE prior to invoicing.

11.1.2 "Overhead" (including payroll burden, general and administrative expenses, and all other expenses not included in Section 11.1.3) shall be at a rate applied to Billing Salary Rate. Payroll burden includes the cost of benefits for employees, which include, but are not limited to, employer paid costs for employee insurance programs, employer-paid payroll-related taxes, sick leave, holidays, vacation and retirement. Overhead for this AGREEMENT is fixed for the duration of the CONTRACT at a rate of XXX.XX percent for CONSULTANT personnel located in the CONSULTANT's Office and fixed at a rate of XXX.XX

percent for CONSULTANT personnel located in a CITY office. At the ON-CALL CONTRACT REPRESENTATIVE's discretion, the subconsultants' overhead rates are subject to review and approval by the ON-CALL CONTRACT REPRESENTATIVE and shall remain fixed for the duration of the CONTRACT.

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

11.1.3 "Other Direct Cost" includes those costs of CONSULTANT directly identifiable to or incurred in the performance of services hereunder, including but not limited to reproduction, freight, messenger service, travel (in accordance with established CITY policies), equipment rented by CONSULTANT, auto rental, and mileage charges (based on IRS allowable amounts), and supplies used in the work. CONSULTANT must obtain CITY approval prior to incurring any travel expenses. Expenses related to CONSULTANT travel will be reimbursed based upon the CITY's policies and procedures that are in place at the travel time (**Exhibit E**). Any specialized items purchased for the task at the request of the CITY shall be charged to the CITY, and shall become the property of the CITY and delivered to the CITY. Any other items purchased for the task shall be the property of the CONSULTANT, shall not be charged to the CITY, and will not be reimbursed. Communication expenses, cost of office space, equipment, and supplies furnished to CITY personnel at CONSULTANT's location shall be paid by the CITY.

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

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

## 11.2 Cost Reimbursement - Hourly Billing Rate Basis

Cost Reimbursement - Hourly Billing Rate is a method of compensation whereby CONSULTANT is compensated on an hourly basis pursuant to Hourly Billing Rates negotiated on a Task Order by Task Order basis or at the discretion of the ON-CALL MANAGER. The Hourly Billing Rates shall be approved by the LASAN PROJECT MANAGER for CONSULTANT employees' time directly chargeable to their performance of the project work. HOURLY BILLING RATES, **Exhibit F**, attached hereto and incorporated herein by this reference, shall be the format

used for the proposed hourly billing rate summary for each Task Order.

The Hourly Billing Rate shall include salary, fringe benefits, overhead, profit and all other business expenses incurred by CONSULTANT. Payments shall be made upon the satisfactory completion of the tasks or milestones as set forth in the Project Task Order. Reimbursement for Other Direct Costs and Subcontract Expenses shall be in accordance with Sections 11.1.3 and 11.1.4 of this CONTRACT.

Subconsultant Hourly Billing Rates are negotiated by Task Order. Any adjustments to subconsultants' Hourly Billing Rates shall be reviewed by the LASAN PROJECT MANAGER and approved by the ON-CALL CONTRACT REPRESENTATIVE prior to invoicing.

#### 11.3 Lump Sum Basis

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

#### 11.4 Proposed Project Cost Breakdown

At the discretion of the LASAN PROJECT MANAGER or ON-CALL CONTRACT REPRESENTATIVE, the Sample Project Services Cost Proposal Worksheet (**Exhibit G**), attached hereto and incorporated herein by this reference, may be used or modified for the estimated total cost by task for each Task Order. For Task Orders specifying a Cost Reimbursement – Billing Salary Rate compensation method, the Proposed Project Cost Worksheet shall be based upon the estimated hours of labor at estimated Billing Salary Rates, the allocated overhead, Other Direct Cost, Subcontract Expenses, and profit. For Task Orders specifying a Cost Reimbursement - Hourly Billing Rate compensation method, the Proposed Project Cost Worksheet shall be based upon the estimated hours of labor at estimated Hourly Billing Rates, Other Direct Cost, and Subcontract Expenses. For Task Orders specifying a Lump Sum compensation method, the Proposed Project Cost Worksheet shall set forth the total project cost and the appropriate payment milestones.

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

#### 11.5 Compensation

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

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

## 11.6 Invoicing and Payment

11.6.1 For Task Orders specifying a Cost Reimbursement – Billing Salary Rate basis or a Cost Reimbursement - Hourly Billing Rate basis method of payment, CONSULTANT shall, once each month, submit to LASAN PROJECT MANAGER an original and two (2) copies of a complete and valid invoice with required back up documents in a format acceptable to the CITY which will include all costs for services provided during the preceding month. LASAN PROJECT MANAGER shall review CONSULTANT's invoice and notify CONSULTANT of exceptions or disputed items and their dollar value.

11.6.2 For Task Orders specifying a Lump Sum method of payment, CONSULTANT shall submit to the LASAN PROJECT MANAGER, upon the satisfactory completion of each task/milestone, an original and two (2) copies of a complete and valid invoice in a format acceptable to the LASAN PROJECT MANAGER. LASAN PROJECT MANAGER shall review CONSULTANT's invoices and notify CONSULTANT of exceptions or disputed items and their dollar value. The total invoice amount, less any exceptions or disputed items shall be considered approved for payment.

Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by the LASAN PROJECT MANAGER to establish the amount of such invoices as allowable expenses. The CONSULTANT shall submit a Subcontractor Utilization Form, **Exhibit C** [Schedule C, MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE], as part of the monthly

invoice, listing current MBE/WBE/SBE/EBE/ DVBE/OBE amounts invoiced as part of the invoicing procedures. The CONSULTANT must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoices shall be paid without the Subcontractor Utilization Form attachment. All invoices shall be subject to audit for a period of four (4) years from the termination of this AGREEMENT.

11.6.3 CITY will make a good faith effort to pay CONSULTANT all amounts approved for payment within thirty (30) days after LASAN PROJECT MANAGER receives CONSULTANT'S correct and valid invoice, including all required documentation.

11.6.4 The CITY will not pay for CONSULTANT'S nor SUBCONSULTANT'S's personnel for invoice preparation. The CITY will not pay for CONSULTANT's nor subconsultant's communications expenses and computer lease, rental or hourly time charges.

All invoices shall be subject to audit for a period of four (4) years from the termination of this AGREEMENT. Support for any Other Direct Cost items less than \$25 need not be submitted by CONSULTANT unless specifically requested by CITY.

All charges related to the performance of the CONSULTANT's work for any Task Order, including the work of any subcontractors or subconsultants, shall be invoiced to the CITY within six months of Task Order expiration. The CITY will not reimburse the CONSULTANT for any charges related to any Task Order invoiced to the CITY after six months.

If the project requires, and the CITY and CONSULTANT mutually agree, specialty subconsultant services may be requested on a specific project Task Order. The Cost Reimbursement - Hourly Billing Rate method of compensation will be used when invoicing the CITY for the specialty subconsultant services. Hourly Billing Rates shall be at the rates approved by the ON-CALL CONTRACT REPRESENTATIVE to be charged by the subconsultant for employees' time directly chargeable to their performance of the project work. The Hourly Billing Rate shall include salary, fringe benefits, overhead, profit and all other business expenses incurred by the subconsultant.

Within 15 days of discovery, CONSULTANT shall notify the LASAN PROJECT MANAGER in writing when costs reach 75 percent (75%) of the amount authorized for the Task Order. Failure to provide written notification may result in late payment of invoices.

CITY shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the Proposed Project Cost Breakdown set forth. CONSULTANT shall

not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Proposed Project Cost Breakdown, either, unless and until, LASAN PROJECT MANAGER shall have notified CONSULTANT in writing, or, unless and until CONSULTANT notifies LASAN PROJECT MANAGER prior to work and LASAN PROJECT MANAGER agrees to additional work in writing, that such Proposed Project Cost Breakdown has been increased and shall have specified in such notice an estimated Proposed Project Cost Breakdown which shall thereupon constitute the cost performance of this CONTRACT. In the absence of the specified notice, CITY shall not be obligated to reimburse CONSULTANT for any costs in excess of the Proposed Project Cost Breakdown set forth, whether those costs were incurred during the course of the CONTRACT or as a result of termination. When and to the extent that the Project Services Cost Estimate has been increased, any costs incurred by the CONSULTANT in excess of the Project Services Cost Estimate for any Task Order, prior to such increase, shall be allowable to the same extent as if such costs had been incurred after the increase.

Costs incurred by the CONSULTANT prior to the actual date of full execution of this CONTRACT shall only be payable to the CONSULTANT if said costs were incurred in completing any task specifically authorized by this CONTRACT and said costs are reviewed and approved by the CITY in writing and said approval for payment occurs after this CONTRACT is fully executed. In no event shall interest be owed on any costs whatsoever incurred prior to the actual date of full execution of the CONTRACT.

11.6.5 Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to the CONSULTANT unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this CONTRACT. The CONSULTANT agrees that any services provided by the CONSULTANT, purchases made by the CONSULTANT, or expenses incurred by the CONSULTANT in excess of the appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for the services, purchases, or expenses. The CONSULTANT shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this CONTRACT.

#### 11.6.6 False Claims Act

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



claim.

## **ARTICLE 12 – AMENDMENTS, CHANGES, OR MODIFICATIONS**

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

## **ARTICLE 13 – INDEMNIFICATION AND INSURANCE**

### **13.1 INDEMNIFICATION**

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONSULTANT undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (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), damage or liability of any nature whatsoever, for death or injury to any person, including CONSULTANT'S employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONSULTANT or its SUBCONSULTANTS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT.

### **13.2 INSURANCE**

During the term of this CONTRACT and without limiting the CONSULTANT'S obligation to indemnify, hold harmless, and defend the CITY, the CONSULTANT shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONSULTANT but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in **Exhibit H** attached hereto, covering its operations hereunder. The insurance must: (1) conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in **Exhibit H** hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONSULTANT shall comply with all Insurance Contractual Requirements shown on **Exhibit H** hereto. **Exhibit H** is hereby incorporated by reference and made a part of this CONTRACT.

### 13.3 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 Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

## **ARTICLE 14 - INDEPENDENT CONTRACTORS**

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

## **ARTICLE 15 - WARRANTY AND RESPONSIBILITY OF CONSULTANT**

- 15.1 CONSULTANT warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONSULTANT'S profession, doing the same or similar work under the same or similar circumstances.
- 15.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this AGREEMENT. CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 15.3 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by the CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONSULTANT will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 15.4 CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.

Except as specified in Article 13 and as otherwise provided in this AGREEMENT, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT'S negligent performance

of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party (excepting any CONSULTANT or SUBCONTRACTOR of any tier).

#### **ARTICLE 16 – INTELLECTUAL PROPERTY INDEMNIFICATION**

The CONSULTANT, 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 CONSULTANT, or its SUBCONSULTANTS 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 CONSULTANT, or its SUBCONSULTANTS 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 this article shall survive expiration or termination of this CONTRACT.

#### **ARTICLE 17 – INTELLECTUAL PROPERTY WARRANTY**

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

#### **ARTICLE 18 – OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artworks, drawings, sketches, blueprints, studies, memoranda, computation sheets, 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 originated and prepared by the CONSULTANT or its SUBCONSULTANTS under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems

appropriate. The CONSULTANT hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this CONTRACT. The CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

The CONSULTANT agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

For all Work Products delivered to the CITY that are not originated or prepared by the CONSULTANT or its SUBCONSULTANTS under this CONTRACT, the CONSULTANT shall secure a grant, at no cost to the CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purpose(s).

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

Any subcontract entered into by the CONSULTANT relating to this CONTRACT shall include this provision to contractually bind 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 the CONSULTANT to comply with this requirement or to obtain the compliance of its SUBCONSULTANTS with such obligations shall subject the CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT'S CONTRACT with the CITY.

## **ARTICLE 19 – SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 28.

## **ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

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

### To The CITY:

Contact Person: Brownfields Program Manager  
Title: ON-CALL CONTRACT REPRESENTATIVE

Address: 1149 SOUTH BROADWAY, 5TH FLOOR  
LOS ANGELES, CA 90015  
Telephone: (213) 485-2260  
E-mail: sanBrownfieldsLA@lacity.org

To CONSULTANT:

Contact Person: [Name]  
Title: Principal-In-Charge  
Address: [Address]  
Telephone: [Phone]  
E-mail: [E-mail]

**ARTICLE 21 – FORCE MAJEURE**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONSULTANT of the CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONSULTANT and SUBCONSULTANT, and without any fault or negligence of either of them. In such case, the CONSULTANT shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONSULTANT were obtainable from other sources in sufficient time to permit the CONSULTANT to perform timely. As used in this CONTRACT, the term "SUBCONSULTANT" means a subcontractor at any tier.

In the event the CONSULTANT'S delay or failure to perform arises out of a Force Majeure Event, the CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

**ARTICLE 22 – SEVERABILITY**

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

**ARTICLE 23 – DISPUTES**

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

#### **ARTICLE 24 – ENTIRE AGREEMENT**

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

#### **ARTICLE 25 – 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. This CONTRACT and its performance shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to the CONTRACTOR.

In any action arising out of this CONTRACT, the 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 federal, state, or local law or regulation having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms, or provisions of this CONTRACT shall not be affected thereby.

#### **ARTICLE 26 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certification(s) (**Exhibit J**) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the duration of this CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

Should any such certificate(s) become suspended or revoked, it is the CONSULTANT'S responsibility to report the matter immediately to the LASAN PROJECT MANAGER and ON-CALL CONTRACT REPRESENTATIVE.

#### **ARTICLE 27 – WAIVER**

A waiver of a default of any part, term or provision of this AGREEMENT 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.

#### **ARTICLE 28 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

#### **ARTICLE 29 – PERMITS**

The CONSULTANT and its directors, officers, partners, agents, employees, and SUBCONSULTANTS, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for the CONSULTANT'S performance of the services hereunder and shall pay any fees required therefore. CONSULTANT certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the CONTRACTOR'S performance of this CONTRACT.

#### **ARTICLE 30 – BEST TERMS**

Throughout the term of this CONTRACT, the CONSULTANT shall offer the CITY the best terms, prices, and discounts that are offered to any of the CONSULTANT'S customers for similar goods and services provided under this CONTRACT.

#### **ARTICLE 31 – CLAIMS FOR LABOR AND MATERIALS**

The CONSULTANT shall promptly pay when due all amounts owed 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 the CONSULTANT hereunder) and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this CONTRACT.

#### **ARTICLE 32 – BREACH**

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law

or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

### **ARTICLE 33 – MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT**

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. The CONSULTANT 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, the CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status, or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this CONTRACT by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Equal Employment Practices" provisions of this CONTRACT.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Affirmative Action Program" provisions of this CONTRACT.

Any subcontract entered into by the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

### **ARTICLE 34 – CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS**

The CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within ninety (90) days of the notice of default will subject this CONTRACT to



termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

## **ARTICLE 35 – LIVING WAGE AND WORKER RETENTION ORDINANCES**

### **35.1 LIVING WAGE ORDINANCE**

The CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. The CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONSULTANT for work to be performed under this CONTRACT must include an identical provision. (**Exhibit I**) [DECLARATION OF COMPLIANCE WITH LIVING WAGE ORDINANCE EXHIBIT]

### **35.2 WORKER RETENTION ORDINANCE**

The CONSULTANT shall comply with the Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

## **ARTICLE 36 – ACCESS AND ACCOMMODATIONS**

The CONSULTANT represents and certifies that:

- A. The CONSULTANT shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and the California Government Code Section 11135;
- B. The CONSULTANT shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services, and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONSULTANT understands that the CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into

by the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

### **ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE**

The CONSULTANT shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

### **ARTICLE 38 – LOS ANGELES BUSINESS INCLUSION PROGRAM**

Unless otherwise exempted prior to bid submission, the CONSULTANT shall comply with all aspects of the Business Inclusion Program as described in the Request for Qualification process, throughout the duration of this CONTRACT. The CONSULTANT shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://RAMPLA.org/> to perform and document outreach to Minority, Women, and Other Business Enterprises. The CONSULTANT shall perform subconsultant outreach activities through RAMP. The CONSULTANT shall not change any of its designated SUBCONSULTANTS or pledged specific items of work to be performed by these SUBCONSULTANTS, nor shall the CONSULTANT reduce their level of effort, without prior written approval of the CITY.

### **ARTICLE 39 – DISCLOSURE ORDINANCES**

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of the Border Wall Contracting Ordinance (DBWCO), any Task Order awarded under this Contract will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code (LAAC), and the DBWCO, Section 10.50 of the LAAC, as may be amended from time to time. The CONSULTANT certifies that it has complied with the applicable provisions of these Ordinances. Contractor is responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Compliance Affidavit. Failure to fully and accurately complete the affidavit may result in termination of this CONTRACT. Any subcontract entered into by the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

### **ARTICLE 40 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE**

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONSULTANT'S performance. The CITY may also conduct evaluations of the CONSULTANT'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONSULTANT assigns to the AGREEMENT. A CONSULTANT who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY

evaluation, and any response from the CONSULTANT, to evaluate proposals and to conduct reference checks when awarding other service contracts.

#### **ARTICLE 41 – MUNICIPAL LOBBYING ORDINANCE**

The CONSULTANT for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONSULTANT acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, **Exhibit M** [MUNICIPAL LOBBYING ORDINANCE EXHIBIT], if the CONSULTANT qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

#### **ARTICLE 42 – FIRST SOURCE HIRING ORDINANCE**

The CONSULTANT shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 43 – RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING**

Unless otherwise exempt, if this CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONSULTANT, CONSULTANT'S principals, and the CONSULTANT'S SUBCONSULTANTS expected to receive at least \$100,000 for performance under this CONTRACT, and the principals of those SUBCONSULTANTS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate this CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this CONTRACT is signed. Additionally, a CONSULTANT subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 470(c)(12) shall include the following notice in any contract with any SUBCONSULTANT expected to receive at least \$100,000 for performance under this CONTRACT:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY")

officials and candidates for elected CITY office for twelve months after the CITY Contract is signed. You are required to provide the names and contact information of your principals to the CONSULTANT and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

#### **ARTICLE 44 – COMPLIANCE WITH THE IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the CITY for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit." (**Exhibit Q**)

#### **ARTICLE 45 – INTEGRATED CONTRACT**

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT 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 the provisions of Article 12 [AMENDMENTS ARTICLE] hereof.

#### **ARTICLE 46 – DATA PROTECTION**

- A. The CONSULTANT shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this CONTRACT, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). The CONSULTANT shall notify the CITY in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of the CONSULTANT'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONSULTANT shall begin remediation immediately. The CONSULTANT shall provide daily updates, or more frequently if required by the CITY, regarding findings and actions performed by the CONSULTANT until the Data Breach or Security Incident has been effectively resolved to the CITY'S satisfaction. The CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the CITY. At the CITY'S sole discretion, the CITY and its authorized agents shall have the right to lead or participate in the investigation. The CONSULTANT shall cooperate fully with the CITY, its agents, and law enforcement.

- B. If the CITY is subject to liability for any Data Breach or Security Incident, then the CONSULTANT shall fully indemnify and hold harmless the CITY and defend against any resulting actions.

#### **ARTICLE 47 – LOCAL BUSINESS PREFERENCE ORDINANCE**

The CONSULTANT shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 48 – CITY CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE**

The CONSULTANT shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 49 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS**

The CONSULTANT shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to customers. The CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program, or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

#### **ARTICLE 50 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor if the person has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the CONSULTANT shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the CITY. The CONSULTANT is required to have all employees, volunteers, and SUBCONSULTANTS (including all employees and volunteers

of any SUBCONSULTANT) of the CONSULTANT working on the premises to pass a fingerprint and background check through the California Department of Justice at the CONSULTANT'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

#### **ARTICLE 51 – POSSESSORY INTERESTS TAX**

Rights granted to the CONSULTANT by the CITY may create a possessory interest. The CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the CONSULTANT shall pay the property tax. The CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### **ARTICLE 52 – CONFIDENTIALITY**

All documents, information, and materials provided to the CONSULTANT by the CITY or developed by the CONSULTANT pursuant to this CONTRACT (collectively "Confidential Information") are confidential. The CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the CITY or as required by law. The CONSULTANT shall immediately notify the CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this CONTRACT.

#### **ARTICLE 53 – COUNTERPARTS**

This AGREEMENT may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by e-mail shall be deemed original signatures.

#### **ARTICLE 54 - CONTRACTOR DATA REPORTING**

If CONSULTANT is a for-profit, privately owned business, CONSULTANT shall, within 30 days of the effective date of the AGREEMENT and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the AGREEMENT), report the following information to CITY via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by CITY: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). CONSULTANT shall further request, on an annual basis, that any Subcontractor input or update its

business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by CITY.

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

**CITY OF LOS ANGELES**

By: \_\_\_\_\_

Title: Commissioner, Board of Public Works

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

By: \_\_\_\_\_

Title: Commissioner, Board of Public Works

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

**APPROVED AS TO FORM:**

**HYDEE FELDSTEIN SOTO, City Attorney**

By: \_\_\_\_\_

Virginia Choi

Title: Deputy City Attorney

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

**ATTEST:**

**HOLLY L. WOLCOTT, City Clerk**

By: \_\_\_\_\_

Title: Deputy City Clerk

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

**[CONSULTANT NAME]**

By: \_\_\_\_\_

[Name]

Title: \_\_\_\_\_

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