CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK, COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 05/11/2017

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK’S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Office of the City Clerk

CONTACT PERSON: Melina Cervantes PHONE: (213) 978-1086

CONTRACT NO.: C-129250 COUNCIL FILE NO.: 11-0086

ADOPTED BY COUNCIL: 01/18/2017

APPROVED BY BPW: ________________________

NEW CONTRACT X
AMENDED AND RESTATED ___
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___
AMENDMENT ___

CONTRACTOR NAME: Kimley-Horn and Associates, Inc.

TERM OF CONTRACT: January 12, 2017 THROUGH: January 12, 2018

TOTAL AMOUNT: $88,850.00

PURPOSE OF CONTRACT:
The Contractor will utilize funds procured under this Agreement to perform services associated with the Rowena Traffic Corridor Study. These funds are limited to costs associated with the three phases of this study as written on Attachment C.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET
AGREEMENT TO PARTLY FUND THE ACTIVITIES OF KIMLEY-HORN AND ASSOCIATES, INC.

This Agreement ("Agreement" herein) to partly fund services provided by Kimley-Horn and Associates, Inc. is entered into between the City of Los Angeles, a municipal corporation, ("CITY" herein), and Kimley-Horn and Associates, Inc., a corporation ("CONTRACTOR" herein). This contract consists of seven (7) pages, six (6) exhibits, and three (3) attachments with reference to the following facts:

A. WHEREAS, Council, by recommendation of the Fourth District Councilmember (reference: Council File 11-0086) approved an allocation from the Council District 4 portion of the AB1290 Fund 53P of eighty-eight thousand, eight-hundred, and fifty dollars ($88,850) to partially fund the CONTRACTOR's activities. The CONTRACTOR understands that said funds will be disbursed to it only in accordance with the provisions of this Agreement.

B. WHEREAS, the CONTRACTOR warrants and represents that funds provided by the CITY pursuant to this Agreement will only be used for the activities described in Paragraph 2.

C. WHEREAS, notwithstanding any other provisions of this Agreement, 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 CONTRACTOR 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 said Agreement. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR 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 Agreement.

D. WHEREAS, the CONTRACTOR provides comprehensive solutions to the planning and design of public spaces. They plan and design streets, parking garages, intercity roads, sewer systems, golf communities, airports, transit facilities, housing developments and more, with the local community in mind.

E. WHEREAS, the CONTRACTOR's activities will assist Council District Four with the Rowena Traffic Corridor Study. The study will help evaluate the Rowena "road diet" and some of the resulting effects. Kimley-horn will collaborate with the Silver Lake District to assess issues, challenges, and opportunities associated with the Rowena Corridor, that is located within and affects the Silver Lake community, as written on Attachment C, and thus provides a public benefit to the residents of the CITY.
F. WHEREAS, the services to be performed of professional, scientific, expert, technical nature, and temporary and occasional in character.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the above premises and of the covenants, agreements and representations set forth below, hereby covenant, agree and represent as follows:

1. TERM OF AGREEMENT

The term of this Agreement will commence on January 12, 2017, and terminate on January 12, 2018.

2. CONTRACTOR'S ACTIVITIES

The CONTRACTOR will utilize funds procured under this Agreement to perform services associated with the Rowena Traffic Corridor Study. These funds are limited to costs associated with the three (3) phases of this study as written on Attachment C. The CONTRACTOR will obtain all necessary licenses and permits and shall suitably inform the public that the CONTRACTOR'S activities are partially funded by the City.

3. AMOUNT OF PAYMENT

The CONTRACTOR will be paid by the CITY for allowable costs incurred in engaging in the activities set forth in Paragraph 2 hereof during the term of this Agreement in a total amount not to exceed eighty-eight thousand, eight hundred and fifty dollars ($88,850.00) by submitting a REQUEST FOR PAYMENT including therein a budget which indicates the costs to be incurred by the CONTRACTOR for which payment is requested in a form substantially similar to ATTACHMENT A. Said costs will be allowable if they relate to the activities performed by the CONTRACTOR as described in Paragraph 2 hereof.

4. REQUEST FOR REIMBURSEMENT

a. Upon this Agreement becoming effective, the CONTRACTOR may submit a request for reimbursement by submitting a REQUEST FOR PAYMENT Statement, including therein the actual costs incurred for which reimbursement is requested. Each REQUEST FOR PAYMENT will not exceed twenty-nine thousand, six hundred sixteen dollars and sixty-seven cents which may be requested after the completion of each of the three (3) phases as they are written on Attachment C and can only be requested at intervals of three (3) months. Said request must be submitted in a form substantially similar to Attachment A. Documentation supporting the completion of each phase of the study as written on Attachment C should be submitted to and verified by the Office of Council District Four. Invoices from Kimley-Horn & Associates reviewed and signed by the Fourth District Councilmember certifying completion of each phase as written on Attachment C can be submitted as supporting documentation and can be accepted as sufficient proof of expenditures along with accompanying invoice(s). Payment of any reimbursable amount will not be due and owed until the supporting documentation for all expenditures has been submitted.
approved by the City’s representative. The REQUEST FOR PAYMENT must be signed under PENALTY OF PERJURY by the CONTRACTOR’s representative designated in this Agreement.

b. The CONTRACTOR must submit any REQUEST FOR PAYMENT during the period commencing from the effective date of the Agreement up to the due date of the CLOSE-OUT STATEMENT. The CITY will have no obligation to pay any REQUEST FOR PAYMENT after said period or for services not written on Attachment C.

5. PAYMENT

a. Upon approval of each REQUEST FOR PAYMENT by the CITY’s representative, the CITY will pay the CONTRACTOR the approved amount for allowable costs, which in total, will not exceed the sum of Paragraph 3.

b. No later than February 26, 2018, the CONTRACTOR must submit a CLOSE-OUT STATEMENT prepared on the form attached hereto as ATTACHMENT B. Said CLOSE-OUT STATEMENT must include documentation, which supports expenditure of any costs, which have not previously been submitted to and approved by the CITY’s representative.

c. Any portion of any payment made and not expended or obligated by the CONTRACTOR or not approved by the CITY’s representative must be paid back to the CITY no later than February 26, 2018. Such payment will accompany the CLOSE-OUT STATEMENT.

d. The CONTRACTOR must submit any REQUEST FOR PAYMENT during the period commencing from the effective date of the Agreement up to the due date of the CLOSE-OUT STATEMENT. The CITY will have no obligation to pay any REQUEST FOR PAYMENT after said period or for services not written on Attachment C.

e. The CITY will not be obligated to fund the CONTRACTOR for any subsequent fiscal year appropriations which may be made by the CITY’s Council until such CLOSE-OUT STATEMENT and financial report has been submitted to and approved by the CITY’s representative.

6. MONIES TO BE USED FOR CURRENT EXPENSES

The monies expended by the CITY hereunder are to be used by the CONTRACTOR to meet expenses incurred during the term of this Agreement. The CONTRACTOR may not submit a REQUEST FOR PAYMENT, nor will the CITY pay, any portion of any liability of the CONTRACTOR existing prior to or subsequent to the term of this Agreement.

7. BOOKS OF ACCOUNT-FINANCIAL RECORDS
The CONTRACTOR will maintain and preserve books of account and records of financial transactions regarding the expenditure of CITY funds pursuant to this Agreement. Said books and records must accurately reflect monies received from the CITY and any interest earned thereon, by date and amount, and CITY monies expended by name of vendor, description of goods or services purchased, date of purchase, and price. The CONTRACTOR will retain such books and records for at least three (3) years following the expiration date of this Agreement. At any time during the term of this Agreement, or within three (3) years following the final payment hereunder or the expiration date of the Agreement, whichever date is later, said books and records shall be subject to examination and audit by authorized CITY personnel or by the CITY’s Representative.

8. RATIFICATION

At the City’s request and because of the need therefore, Contractor began performance of the services required hereunder, January 12, 2018. The City hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

9. CONTRACT REPRESENTATIVES

i. CONTRACTOR’s Representative

The CONTRACTOR hereby appoints Jean Fares, to represent the CONTRACTOR with respect to all matters connected with this Agreement. Said representative will be personally responsible for submitting and signing all of the forms and statements as required by this Agreement.

ii. CITY’s Representative

The Councilmember of the Fourth District, or his designee will represent the CITY with respect to all matters connected with this Agreement, provided, however, that any matter which would increase the CITY’s financial obligation hereunder will require the approval of the CITY’s Council and Mayor.

10. NOTICES

If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice must be provided as described in this Agreement within ten (10) business days of such changes.

The following addresses will serve as the places to which notices and other correspondence between the parties will be sent:

CONTRACTOR’s address: Kimley-Horn and Associates, Inc.
Attn: Jean Fares
21820 Burbank Blvd., Suite 230
11. SEPARATION OF CHURCH AND STATE

The CONTRACTOR agrees that it will not use funds provided through this Agreement for any religious or sectarian purposes. The CONTRACTOR further agrees that it will not perform or permit the performance of religious activities in connection with this Agreement and will not discriminate against any person applying for services provided under this Agreement on the basis of religion.

12. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

None of the funds furnished by the CITY hereunder shall be used to support or defeat any candidate in any public election, nor to support or defeat any legislation, initiative, referendum, constitutional provision, administrative regulation, or administrative ruling, nor for any other form of political activity or lobbying.

13. FIRST SOURCE HIRING ORDINANCE (FSHO)

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

1. The CONTRACTOR shall, prior to the execution of the Agreement, provide to the designated administrative agency (DAA) a list of anticipated employment opportunities that the CONTRACTOR estimates they will need to fill in order to perform the services under the Agreement.

2. The CONTRACTOR further pledges that during the term of the Agreement, it shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.
3. Any subcontract entered into by the CONTRACTOR relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

4. CONTRACTOR shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the City's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the City shall, under appropriate circumstances, terminate this Agreement and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONTRACTOR has violated provisions of the FSHO.

14. **PREVAILING WAGE**

The Contractor and all subcontractors are required to comply with all applicable sections of the California Labor Code pertaining to the payment of prevailing wages and the employment of apprentices on public works projects. Payroll documentation and other related information pertaining to workers shall be submitted to the City's Office of Contract Compliance at 1149 S. Broadway, Suite 300, Los Angeles, CA 90015. Failure to comply may result in the assessment of wage restitution and/or State penalties in accordance with California law.

15. **STANDARD PROVISIONS FOR AB1290 FUND AGREEMENTS**

The CONTRACTOR agrees to comply with the Standard Provisions for City Contracts dated March 2009, a copy of which is attached hereto and incorporated herein by reference.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

DATED: 5/10/17

THE CITY OF LOS ANGELES
a municipal corporation,

By

Councillmber, Fourth District

DATED: _______________________

Kimley-Horn and Associates Inc.
a corporation,

By

Title Sr. Vice President

By

Title ASSIST. SECRETARY

Approve as to Form

MICHAEL N. FEUER,
City Attorney

By

Deputy City Attorney

Date 5/16/17

HOLLY L. WOLCOTT,
City Clerk

By

Deputy City Clerk

Date 5/11/17

Approved Signature Methods:

1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.
Phase I: Baseline Conditions Analysis

The Kimley-Horn and Associates team (Kimley-Horn) will conduct a review of baseline conditions that will include baseline mapping, onsite observation and data collection, policy document review and publish accident and safety data.

1.1: Baseline Mapping – Kimley-Horn will prepare study area GIS-based parcel maps. These maps will include:

- Land Use (existing and policy)
- Aerial Photography
- Infrastructure and Utility locations as shown on aerial maps
- Approximate Right of Way
- Roadway features (recent overlay/striping improvements, lane geometry, on-street parking, crosswalks, sidewalks, parcel ingress/egress)
- Bike Routes / Lanes

Kimley-Horn will provide up to three (3) maps.

1.2: Roadway Volume and Speed Data – Kimley-Horn will compile Rowena Corridor Roadway Volume Data. This will include:

- Peak and non-peak traffic count
- LOS/HCM/ADT intersection data, at the following intersection
  - Up to four (4) major intersections (Hyperion Ave / W Silver Lake Dr (Ivanhoe and Camelot schools) / Glendale Blvd / Fletcher Dr)
- Human Factor Analysis
- Speed Data Survey(s)
  - Up to four (4) locations
- Site Observation at intersections for potential pedestrian improvements
  - Up to six (6) intersections
- Visual street observation for non-compliant ADA sidewalks and/or missing gaps
- Conducting pedestrian and bicycle counts at key locations
  - Up to six (6) locations.

1.3: Safety Data – Kimley-Horn will compile Rowena Corridor safety data. This may include:

- Corridor Crash History data utilize
- Pedestrian and bicycle accident data
- Human Factor Analysis
- Site observations at previously selected intersections for potential pedestrian improvements
- Conducting pedestrian and bicycle counts at key locations identified in previous tasks
1.4: Pedestrian Audit — Kimley-Horn will conduct a Pedestrian walk audit for the study area. The walk audit will examine existing conditions from a pedestrian viewpoint in the project area including:

- Sidewalk Conditions
- Pedestrian crossings
- Observed safety concerns
- Observed route preferences (ped/vehicles)
- Wayfinding and Signage

**Phase I Assumptions:** City will provide base map data, including aerial photography, GIS parcel data and engineering level roadway data, as available.

**Phase II: Community Engagement**

Kimley-Horn will collaborate with the Silver Lake District to assess issues, challenges, and opportunities.

2.1: Community Group A Work Session — Kimley-Horn will conduct a Work Session with Community Group A residents to identify locally specific issues, challenges and opportunities. As a precursor to the Work Session, a site area tour will be conducted. Participants will be provided maps and notes for onsite recording or observed conditions and concerns. Immediately following the site tour, a facilitated discussion will be conducted. A summary report of findings will be provided following the workshop.

2.2: Community Group B Work Session— Kimley-Horn will conduct a Work Session with Community Group B residents to identify locally specific issues, challenges and opportunities. As a precursor to the Work Session, a site area tour will be conducted. Participants will be provided maps and notes for onsite recording or observed conditions and concerns. Immediately following the site tour, a facilitated discussion will be conducted. A summary report of findings will be provided following the workshop.

2.3: Community Workshop #1 — Issues and Opportunities Analysis — Kimley-Horn will assist staff in conducting and facilitated Workshop with the community. The Workshop will present the baseline data gathered during Phase I of the planning process and provide opportunity for the General Public.

2.4: Summary Community Engagement Report — At the conclusion of Workshop #2, a summary community engagement report will be compiled. The summary report will provide a thorough analysis of community engagement activities and the findings from each community engagement activity.

**Phase II Assumptions:** Staff will lead all community workshops/meetings, with Kimley-Horn providing attendance support. Kimley-Horn will advise city staff on preparation of workshop materials/collateral. It is assumed city staff will assume a primary role at all Workshops and Meetings with Kimley-Horn providing assistance/support during each workshop/meeting. Staff will be responsible for meeting location, logistics and pre-workshop communications and noticing.

**Phase III: Recommendations Report**

Kimley-Horn will compile a summary recommendations report for the Rowena Corridor. The Recommendations Report will provide a summary of key issues in the Rowena Corridor, identification of potential solutions and countermeasures, analysis of Cost/Benefits and the key implementation strategies.
3.1: Problem Definition – Utilizing data gathered during Phase I and Phase II, Kimley-Horn will define the key pertinent issues related to the Rowena Corridor. These may include objective and subjective issues.

3.2: Identification of potential solutions and countermeasures – Kimley-Horn will identify potential solutions to identified problems, including various methods, strategies and countermeasures. Solutions and countermeasures will be presented in matrix format identifying the problem, solutions and the positive and negative considerations for each countermeasure identified. Potential solutions will include up to three (3) graphically depicted improvement plan options, which may include schematic cross sections and or conceptual plan view graphics.

3.3: Rough order of magnitude costs/Life Cycle Benefit / Cost Ratio –

Kimley-Horn will provide a rough order of magnitude costs associated with the selected alternatives listed in the task above. The costs will help identify the B/C identified below.

Kimley-Horn will provide a summary-level analysis of the Life Cycle Benefit / Cost Ratio for the identified countermeasures. Utilizing the Highway Safety Manual, Kimley-Horn will define the cost effectiveness with safety performance functions (SPFs) or crash modification factors (CMFs) of future improvements and provide a useful tool to identify timing, extent and value of future improvements.

3.4: Implementation Strategy – Kimley-Horn will identify solutions that may be dropped from further consideration to avoid unnecessary expenditure of planning and engineering resources. In addition, Kimley-Horn will provide a summary implementation strategy that identifies policy considerations, budgeting, improvement programming and funding and financing strategies. The implementation strategy is intended to be used as a strategic planning document for future programming of capital improvements.

Phase III Assumptions: All deliverables will be provided in electronic format for distribution by the staff.
## Kimley®Horn

**Rowena Traffic Corridor Study**

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost per Task</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase I: Baseline Conditions Analysis</strong></td>
<td>$33,050.00</td>
</tr>
<tr>
<td>1.1: Baseline Mapping</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>1.2: Roadway Volume and Speed Data</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>1.3: Safety Data</td>
<td>$3,800.00</td>
</tr>
<tr>
<td>1.4: Pedestrian Audit</td>
<td>$4,750.00</td>
</tr>
<tr>
<td><strong>Phase II: Community Engagement</strong></td>
<td></td>
</tr>
<tr>
<td>2.1: Community Group A</td>
<td>$22,500.00</td>
</tr>
<tr>
<td>2.2: Community Group B</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>2.3: Community Workshop #1 – Issues and Opportunities Analysis</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>2.4: Summary Community Engagement Report</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>Phase III: Recommendations Report</strong></td>
<td>$33,300.00</td>
</tr>
<tr>
<td>3.1: Problem Definition</td>
<td>$6,700.00</td>
</tr>
<tr>
<td>3.2: Identification of potential solutions and countermeasures</td>
<td>$14,000.00</td>
</tr>
<tr>
<td>3.3: Rough order of magnitude costs/Life Cycle Benefit / Cost Ratio</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>3.4: Implementation Strategy</td>
<td>$4,600.00</td>
</tr>
<tr>
<td></td>
<td>$88,850.00</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

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

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

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

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

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.
PSC-4. **TIME OF EFFECTIVENESS**

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

A. This Contract has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of the CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. **INTEGRATED CONTRACT**

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

PSC-6. **AMENDMENT**

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

PSC-7. **EXCUSABLE DELAYS**

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

PSC-8. **BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights...
and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

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

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

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

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR’S breach of this Contract.

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

3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the
CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.

7. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

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

PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of
this Contract. The CITY has the right to approve CONTRACTOR’S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR’S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

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

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by CONTRACTOR hereunder), against CONTRACTOR’S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

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

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

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

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

PSC-18. FALSE CLAIMS ACT

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

PSC-19. BONDS

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

PSC-20. INDEMNIFICATION

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

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns,
and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

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

PSC-23. OWNERSHIP AND LICENSE

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

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

STANDARD PROVISIONS
FOR CITY CONTRACTS (Rev. 3/09) 7
CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

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

PSC-24. INSURANCE

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

PSC-25. DISCOUNT TERMS

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

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, CONTRACTOR shall not
discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

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

PSC-28. EQUAL EMPLOYMENT PRACTICES

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

A. During the performance of this Contract, CONTRACTOR agrees and represents that it will provide equal employment practices and CONTRACTOR and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of
race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.

E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

H. Intentionally blank.

I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S Contract with the CITY.

PSC-29. AFFIRMATIVE ACTION PROGRAM

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

A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to
their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars
($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.

H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

I. Intentionally blank.

J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.
M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

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

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

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

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

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

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

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

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.
PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

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

1. CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.

2. CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall deliver the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. CONTRACTOR'S delivery of executed pledges from each such subcontractor shall fully discharge the obligation of CONTRACTOR with respect to such pledges and fully discharge the obligation of CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.
5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency which may be amended from time to time.

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the CITY determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.

C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, CITY may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the CITY. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. **CONTRACTOR** shall inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

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

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.
PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

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

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

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.
A. During the performance of the Contract, CONTRACTOR certifies and represents that CONTRACTOR will comply with the EBO.

B. The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.

C. If CONTRACTOR fails to comply with the EBO the CITY may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

E. If the CITY’S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

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

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. CONTRACTOR certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.
EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

6. Workers’ Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake
self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
Exhibit 1 (Continued)
Required Insurance and Minimum Limits

Name: ___________________________ Date: ___________________________

Agreement/Reference: ______________________________________________________

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
<th>WC</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>_ Workers’ Compensation – Workers’ Compensation (WC) and Employer’s Liability (EL)_</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Waiver of Subrogation in favor of City</td>
<td>☐ Longshore &amp; Harbor Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Jones Act</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_ General Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Products/Completed Operations</td>
<td>☐ Sexual Misconduct</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Fire Legal Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_ Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work)_</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_ Professional Liability (Errors and Omissions)_</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_ Property Insurance (to cover replacement cost of building – as determined by insurance company)_</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ All Risk Coverage</td>
<td>☐ Boiler and Machinery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Flood</td>
<td>☐ Builder’s Risk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Earthquake</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_ Pollution Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>_ Surety Bonds – Performance and Payment (Labor and Materials) Bonds_</td>
<td>100 % of Contract Price</td>
<td></td>
<td></td>
</tr>
<tr>
<td>_ Crime Insurance_</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other: _____________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

STANDARD PROVISIONS
FOR CITY CONTRACTS (Rev. 3/09) 22
CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS
(Share this information with your insurance agent or broker)

1. Agreement/Reference All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the types of coverage and minimum dollar amounts specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

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

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

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed. All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed Insurance Industry Certificates other than ACORD 25 Certificates are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.
- Professional Liability insurance.

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

4. Renewal When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through Track4LA® at http://track4la.lacity.org.

Page 1 of 2
5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant’s Declaration of Self Insurance form ([http://cao.lacity.org/risk/InsuranceForms.htm](http://cao.lacity.org/risk/InsuranceForms.htm)) to the Office of the City Administrative Officer, Risk Management for consideration.

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

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

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

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

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

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

**Name:** Kimley-Horn & Associates  
**Date:** 03/06/2017

**Agreement/Reference:** Defray costs associated with the Rowena Traffic Corridor Study (1/12/2017-1/12/2018).

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

| Limits |
|-----------------|-----------------|
| **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)** |
| WC | Statutory |
| EL | $1,000,000 |
| □ Waiver of Subrogation in favor of City |
| □ Longshore & Harbor Workers |
| □ Jones Act |

| Limits |
|-----------------|-----------------|
| **General Liability** |
| | $1,000,000 |
| □ Products/Completed Operations |
| □ Fire Legal Liability |
| □ Sexual Misconduct |

| Limits |
|-----------------|-----------------|
| **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) |
| | $1,000,000 |

| Limits |
|-----------------|-----------------|
| **Professional Liability** (Errors and Omissions) |
| Discovery Period |

| Limits |
|-----------------|-----------------|
| **Property Insurance** (to cover replacement cost of building - as determined by insurance company) |
| □ All Risk Coverage |
| □ Flood |
| □ Earthquake |
| □ Boiler and Machinery |
| □ Builder's Risk |

| Limits |
|-----------------|-----------------|
| **Pollution Liability** |
| □ |

| Limits |
|-----------------|-----------------|
| **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** |
| 100% of the contract price |

| Limits |
|-----------------|-----------------|
| **Crime Insurance** |

**Other:** Submitted to: Melina Cervantes at City Clerk (3/6/2017).
REQUEST FOR REIMBURSEMENT

The ABC Chamber of Commerce requests reimbursement for $__________ allocated to our organization from AB1290 Redevelopment Fund 53P pursuant to Contract # C-__________.

The expenditures listed below will be directly related to the ABC Chamber of Commerce Beautification Day, which will be held on ________________.

$ X,XXX.XX - Posters and Publicity
  X,XXX.XX - Trees
  XXX.XX - Paint

$ X,XXX.XX

A close-out statement will be submitted to the City within 45 days after the term of the Agreement. Copies of expenditure receipts, cancelled checks, paid invoices, payroll registers, and other documentation supporting expenditure of City funds will be attached. I understand that original receipts must be maintained by my organization and made available for City inspection for a period of three years following the end of the term of the Agreement.

Please make the check payable to ABC Chamber of Commerce. If you have any questions, please contact J. Smith at (213) 111-1111.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I have complied with the provisions of the City’s Living Wage Ordinance, if applicable.

______________________
J. Smith, President
ABC Chamber of Commerce
May 18, 2000
Your organization entered into a contractual relationship with the City of Los Angeles, which requires your completion of this form, and submission of any documentation not previously submitted supporting your expenditure of City funds. This includes copies of invoices or receipts matched with canceled checks (front & back), invoices marked "paid in cash", if cash was the form of payment, payroll registers, time sheets and internal hiring documents. Please provide the information requested below and return the completed form, along with copies of the necessary documentation to:

City of Los Angeles – Office of the City Clerk
200 N. Spring Street, Room 224, Attn: AB1290 Analyst
Los Angeles, CA 90012

1) Organization Name:

2) Mailing Address, City, State, and Zip Code:

3) Provide the name, telephone number, fax and e-mail address (if applicable) of the person directly responsible for the event or program. This person will be contacted for additional information regarding this Close-Out Statement, if necessary.

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>E-mail Address</th>
</tr>
</thead>
</table>

4) Contract Number: ____________________________
Contract Term: ____________________________

5) Please provide a brief description of the services or activities provided by your organization (list name, date and purpose of the event or program for which funding was received). If funding was utilized by something other than an event or program, please indicate how City funds were utilized here.

(Please use additional sheets, if necessary)

6) How was the public notified that this event, activity, or program was partly funded by the City?

(Please attach copies of materials/flyers, newspaper clippings, etc., which verify information)

7) Please indicate the total amount received by your organization under the terms of the Contract identified in Box 4:

$ ____________________________
8) Please account for all funds received from the City under this contract. The following categories are provided for your convenience, others may be substituted, as required. If these categories do not apply, please use your own cost categories as required: (continue list on separate sheet, if needed)

<table>
<thead>
<tr>
<th>CATEGORIES</th>
<th>EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALARIES (list position titles)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total:</td>
<td>$</td>
</tr>
<tr>
<td>OFFICE/ PROGRAM SUPPLIES:</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Supplies:</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total:</td>
<td>$</td>
</tr>
<tr>
<td>EQUIPMENT (list equipment purchased):</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total:</td>
<td>$</td>
</tr>
<tr>
<td>TELEPHONE/ POSTAGE:</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total:</td>
<td>$</td>
</tr>
<tr>
<td>CONTRACTUAL SERVICES/ RENTAL COSTS:</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total:</td>
<td>$</td>
</tr>
<tr>
<td>PRINTING COSTS (please attach a sample of the printed items):</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total:</td>
<td>$</td>
</tr>
<tr>
<td>OTHER EXPENSES (please list below or on a separate sheet):</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total:</td>
<td>$</td>
</tr>
<tr>
<td>GRAND TOTAL of above lines (all costs charged against contract funds) (A)</td>
<td>$</td>
</tr>
<tr>
<td>Amount listed in Box 7 (B)</td>
<td>$</td>
</tr>
<tr>
<td>Subtract line (A) from line (B) (C)</td>
<td>$</td>
</tr>
</tbody>
</table>

9) You must include with this statement copies of receipts and invoices matched with canceled checks, etc., which substantiate the above costs (unless they were previously submitted). Additionally, if the amount in Box 8, line C is greater than zero, this amount represents a debt owed by you to the City of Los Angeles, which must be returned with this statement. Please make a check payable to the City of Los Angeles. If Box 8, Line C is zero or a negative amount you owe the City nothing. On a separate sheet, please describe the disposition of any unused materials, supplies or equipment purchased with the funds provided by this contract.

10) To be signed by the person listed in Box 3 (person authorized to sign on behalf of the Organization):

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Officer:____________________ Date Signed:____________________
Print Name of Officer:__________________

Questions regarding this Close-Out Statement? Please call (213) 978-1086