CONTRACT SUMMARY SHEET

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

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

DATE: 7/12/2012

FROM (DEPARTMENT): Public Works - Engineering

CONTACT PERSON: Mike Sarullo
PHONE: 310-648-6120

CONTRACT NO.: TBD C-120708
COUNCIL FILE NO.: N/A

ADOPTED BY COUNCIL: N/A

APPROVED BY BPW: 7/2/2012

NEW CONTRACT X
AMENDMENT NO. ___
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___

CONTRACTOR NAME: Jacobs Associates

TERM OF CONTRACT: 5 Years THROUGH: Year 2017

TOTAL AMOUNT: Various

PURPOSE OF CONTRACT:
These personal services contracts will establish a Pre-qualified list of On-Call Wastewater and Environmental Engineering Consultants. There are twenty-one contracts to be executed. The consultants will provide as-needed services for various Public Works projects.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET
PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL ENGINEERING SERVICES CONTRACT

BETWEEN

CITY OF LOS ANGELES

AND

Jacobs Associates

FOR THE

DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
WASTEWATER PROGRAM
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CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES

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

WITNESSETH

WHEREAS, CITY has a need for consulting engineering services for Wastewater and Environmental Projects; and

WHEREAS, twenty-seven (27) firms responded to the Request for Qualifications (RFQ) dated March 15, 2011; and

WHEREAS, CONSULTANT is selected to be one of twenty-one (21) consultants placed on a list as the most qualified by CITY staff based on the evaluation criteria set forth in the RFQ; and

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

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

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

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

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

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

All titles, subtitles, 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 CONSULTANT. The word "CONSULTANT" herein this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONSULTANT herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.
The number of original texts of this 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.

ARTICLE 2 - DEFINITIONS

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>BOARD</td>
<td>The Board of Public Works of the City of Los Angeles</td>
</tr>
<tr>
<td>CITY</td>
<td>The City of Los Angeles</td>
</tr>
<tr>
<td>CONSULTANT</td>
<td>Jacobs Associates</td>
</tr>
<tr>
<td>DAY</td>
<td>Calendar day, unless otherwise specified</td>
</tr>
<tr>
<td>ENGINEER</td>
<td>The City Engineer or his designated representative</td>
</tr>
<tr>
<td>MBE/WBE/OBE</td>
<td>Minority/Women/Other Business Enterprise</td>
</tr>
<tr>
<td>NOTICE OF AWARD</td>
<td>The written notice by the Engineer to the successful proposer stating that upon compliance by the successful proposer of required conditions, the City will issue a Notice to Proceed.</td>
</tr>
<tr>
<td>NOTICE TO PROCEED</td>
<td>The written notice by the Engineer to the successful proposer that the Project shall commence.</td>
</tr>
<tr>
<td>PROJECT</td>
<td>Any project(s) awarded to CONSULTANT under this Contract, to be described in attachments hereto.</td>
</tr>
<tr>
<td>PROJECT TASK ORDER</td>
<td>Detailed PROJECT description, including scope of services and payment schedule.</td>
</tr>
<tr>
<td>QA / QC</td>
<td>Quality Assurance / Quality Control (Program)</td>
</tr>
<tr>
<td>SANITATION</td>
<td>The Los Angeles City Bureau of Sanitation operating under the Board of Public Works</td>
</tr>
<tr>
<td>SUBCONSULTANT</td>
<td>Hired by the Prime Consultant with whom written subconsultant contract has been fully executed.</td>
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</table>

ARTICLE 3 - PROJECT DESCRIPTION

On certain Public Works projects, the Bureau of Engineering plans to utilize consultants to provide program management, project management, planning, design and construction management of wastewater and stormwater related projects, sometimes on an emergency basis, during the course of a five-year period. These services may include, but are not limited to the overall planning, design and construction management of wastewater, stormwater and environmental related projects such as conveyance systems, pumping plants, storm drains, treatment facilities, and other wastewater facilities owned or planned by the City of Los Angeles.
ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONSULTANT

4.1 CONSULTANT shall perform the services described in Article 4.5.2. CONSULTANT shall perform such work with a degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

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

4.3 Maintenance of Records
CONSULTANT shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract and those supporting the cost proposals used to enter into this Contract with CITY, 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. CONSULTANT shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONSULTANT, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

All of the aforementioned records shall be maintained on an industry recognized accounting basis and shall be clearly identifiable.

4.4 Master Specifications

The CONSULTANT shall follow the latest edition of the Bureau of Engineering’s Wastewater Master Specifications, as applicable. This requirement will only be waived in writing by the Deputy City Engineer in charge of the program.

4.5 Task Assignment

4.5.1 Assignment of Work

Initially, the selected consultants will be listed in a random order. Assignment of Task Orders under this contract will be done in one of the following manners noted below:
For larger projects with sufficient lead time, it is anticipated that proposals may be requested from the entire list as set forth in A below. Larger projects are considered to be Task Orders that are in the range of $100,000 - $10,000,000.

Where schedules are tighter and/or for moderately sized projects, it is anticipated that proposals may be requested from the top three consultants on the list as set forth in B below. Moderately sized projects are considered to be Task Orders in the range of $50,000 - $99,999.

It is anticipated that for smaller projects that are general in nature the City may choose to utilize the top consultant name on the list as set forth in C below. Smaller projects are considered to be Task Orders that are in the range of $5,000 - $49,999.

In certain circumstances, it may be necessary to assign a sole source Task Order to a consultant on the pre-qualified on-call list. A sole source proposal may be solicited from the pre-qualified on-call consultant only after requesting approval by the City Engineer and the Board of Public Works.

The first three methods are further detailed as follows:

A. A Task Order Solicitation will be prepared by the City and all consultants on the list will be asked to submit proposals on an upcoming project. For each desired Task Order, the project will be awarded to the pre-qualified on-call list proposer whose proposal represents the best overall value to the City for the requested work. The selected proposer will be moved to the bottom of the list for the purpose of subsequent work assignments.

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

B. For each desired Task Order, a Task Order Solicitation will be prepared by the City and the top three firms on the list will be invited to propose. The project will be awarded to the pre-qualified on-call list proposer whose proposal represents the best overall value to the City for the requested work. The selected proposer will be moved to the bottom of the list for the purpose of subsequent work assignments.

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

C. In the event of a need for services, a Project Task Order will be issued by the City to the first ranked firm on the list. Negotiations will follow on the terms for the project, specifically on the scope of work, deliverables, schedule, and costs. If an agreement cannot be reached with the first firm, the City reserves the right to negotiate with the
next firm on the list and so on until an agreement is reached. The successful consultant will then be rotated to the bottom of the list for the purpose of subsequent work assignments.

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

4.5.2 Scope of Services

The proposed scope of work required for pre-qualified on-call wastewater and environmental engineering consulting services will include, but not be limited to the following. Actual Task Orders will include some or all of these activities.

- Provide pre-design, design engineering support services and design support during construction for wastewater and environmental related projects such as conveyance systems, pumping plants, treatment plant facilities, odor control systems, recycled/reclaimed water projects, membrane filtration, renewable energy projects and other related facilities owned or planned by the City of Los Angeles. Related projects may include Proposition O projects to clean up stormwater and large diameter tunnel projects and associated appurtenant structures. Required disciplines to include architectural, landscaping, structural, electrical, mechanical and instrumentation.

- Provide project management and project engineering support services on various wastewater, stormwater and environmental treatment or related projects.

- Provide consulting support regarding the alternative delivery methods for projects including Design-Build, Construction Management at Risk and others.

- Provide Leadership in Energy and Environmental Design support services on various wastewater, stormwater and environmental treatment or related projects.

- Provide sewer lining and large diameter sewer tunnel design and engineering support services.

- Provide public outreach support for the City’s ongoing Wastewater and Stormwater Programs. Interface with the Public Affairs Office (PAO) to conduct these activities.

- Provide computer modeling for hydraulic systems, odor control systems and other related facilities.

- Provide computer aided design (CAD) services and construction management support services on various wastewater, stormwater and environmental treatment related projects.
• Provide scheduling and cost estimating services for related wastewater, stormwater and environmental projects during the planning, design, construction and closeout phases.

• Provide constructability plan review during the design and pre-bid stage for the completeness of the contract drawings and specifications. Resolve any conflicts between the contract drawings and specifications.

• Conduct value engineering analysis of Consultant or City designs.

• Provide facility start-up and operational assistance.

• Other consulting services as needed or required.

4.6 Consultant Schedule of Services

4.6.1 The CONSULTANT shall prepare and submit to the ENGINEER a schedule of the services to be performed, within fifteen (15) calendar days, after receiving the CITY's notice to proceed. This schedule shall consist of a detailed bar chart and shall be in the same format as the sample project schedule set forth in Exhibit A. The CONSULTANT shall perform the work in accordance with the approved schedule and prepare revisions and updates in a timely manner. The CITY may withhold payment to the CONSULTANT for failure to comply with requirements of this procedure.

4.6.2 The CONSULTANT's schedule of services shall show the dates on which each part or division of the work is expected to be started and completed and shall show all submittals associated with each work activity, allowing a minimum of fifteen (15) calendar days for the ENGINEER's review of each submittal unless a longer period of time is specified elsewhere in this Contract or the Task Order. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work. The bar chart shall show all major work items, points of interface with the CITY and milestone submittals. The CONSULTANT shall also submit a separate progress schedule listing all submittals required under the Contract and when it is anticipated that each submittal will be submitted. The ENGINEER will review the CONSULTANT's schedules and provide comments relative to overall compliance with requirements of the Contract documents.

4.6.3 An updated schedule of services shall be submitted to the ENGINEER as specified in the Task Order. The submittal of the updated CONSULTANT's schedule of services, which will satisfy the requirements of this Section, accurately reflects the status of the work and incorporates all changes into the schedule. Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of an amendment or issuance of a notice to proceed with a change, the approved amendments shall be reflected in the next schedule update submittal by the CONSULTANT, or other update submittal approved by the ENGINEER. If specified in the Task Order, as a condition
precedent to final payment, the CONSULTANT shall submit to the ENGINEER a final
schedule of services that accurately reflects the manner in which the services were
actually completed.

4.6.4 The CONSULTANT shall submit a written explanation with the original schedule
submittal and show sufficient detail as to how the work is to be performed to enable the
CITY to make an evaluation. If the explanation is not adequate to establish that the
schedule is valid and practical, a review conference may be held to reach an
understanding on required revisions. The CONSULTANT shall make such revisions in
the schedule and narrative and resubmit within ten (10) calendar days after the
conference unless granted an extension by the ENGINEER.

4.6.5 The CONSULTANT shall submit progress reports as specified in the Task Order. This
may consist of a monthly narrative progress report and may include an updated schedule
of services. The purpose of the report is to provide a brief description of the status of the
work and to identify any problems and open issues that may affect timely completion.

4.6.6 As directed in the Contract or the Task Order, the CONSULTANT shall participate in
progress meetings with the ENGINEER. These meetings shall be held monthly at the
discretion of the ENGINEER. All meetings are to be comprehensively documented by
the CONSULTANT and related documentation distributed to attendees.

ARTICLE 5 - KEY CONSULTANT PERSONNEL

5.1 Unless otherwise provided or approved by the CITY, CONSULTANT 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.
CONSULTANT agrees to remove personnel from performing work under this Contract if
requested to do so by the CITY.

5.2 CONSULTANT designates their representative identified in “Article 19” to implement the work.
Additional technical specialists shall be assigned subject to the ENGINEER’s approval.

5.3 CONSULTANT agrees that personnel assigned to these positions at the commencement of
services under this Contract shall serve in these positions as long as required by the Project, and
CONSULTANT shall not change personnel assigned to these positions without the consent and
approval of the ENGINEER, provided such consent shall not be unreasonably withheld.

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

CITY designates Michael J. Sarullo as its ENGINEER, representing the CITY in all matters
within the scope of this Contract relating to the conduct and approval of the work to be performed.
Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are
used, they shall refer to the ENGINEER. The ENGINEER may designate an assistant to act in his stead.
The CITY shall furnish, without charge, the following to the CONSULTANT:

- Bureau of Engineering’s Master Specifications
- City of Los Angeles’ Standard Form General Conditions / General Requirements,
- Applicable Bureau of Engineering Standard Plans
- Sample title block sheet, reports, data, statistics and analyses reasonably available concerning the matters covered by this contract.

**ARTICLE 7 - TERM OF CONTRACT**

Unless otherwise provided, the term of this Contract shall begin on the date of full execution of this Contract and shall expire five (5) years from the date of full execution unless terminated as provided under Article 8 or extended by amendment to this Contract.

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

(a) This Contract has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT 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 and is attested to by the Los Angeles City Clerk.

**ARTICLE 8 - TERMINATION**

8.1 Termination for Convenience

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONSULTANT thirty days written notice thereof. Upon receipt of said notice, CONSULTANT 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 CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONSULTANT to affect such termination. Thereafter, CONSULTANT shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONSULTANT agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY’S ownership of rights provided herein.
8.2 Termination for Breach of Contract

8.2.1 Except for excusable delays as provided in Article 20, if CONSULTANT fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONSULTANT written notice of such default. If CONSULTANT 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 CONSULTANT'S breach of this Contract.

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

8.2.3 If CONSULTANT 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.

8.2.4 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 CONSULTANT shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.

8.2.5 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. CONSULTANT agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

8.2.6 If, after notice of termination of this Contract under the provisions of this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8.1 Termination for Convenience.

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

ARTICLE 9 - SUBCONSULTANT APPROVAL

CONSULTANT shall not use subconsultants to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subconsultants, CONSULTANT shall remain responsible for performing all aspects of this Contract. The CONSULTANT is required to provide the CITY a list of all subconsultants including the name and address of the firms. Refer to Exhibit K for CONSULTANT and subconsultant information. The CITY has the right to approve
CONSULTANT'S subconsultants and the CITY reserves the right to request replacement of subconsultants. The CITY does not have any obligation to pay CONSULTANT'S subconsultants and nothing herein creates any privity between the CITY and the subconsultants. Wholly-owned subsidiaries of CONSULTANT shall not be considered subconsultants.

Exhibit K is not exclusive and upon written request by the CONSULTANT, additional subconsultants may be added with the approval of the ENGINEER. Substitution of any subconsultant requires approval from the BOARD.

ARTICLE 10 - COMPENSATION, INVOICING AND PAYMENT

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

10.1 Cost Reimbursement - Billing Salary Rate Basis

10.1.1 "Billing Salary Rates" shall be at the rates approved by the ENGINEER, to be charged by CONSULTANT for employees' time directly chargeable to their performance of the project work. Actual CONSULTANT salaries may be increased at the discretion of CONSULTANT's management. However, Billing Salary Rate increases are limited to once per year, per employee, on the anniversary date of the CONSULTANT's Contract execution, and are subject to the approval of the ENGINEER. Any such increases shall be in accordance with established Bureau of Engineering policies existing at the time the adjustment is approved. In no case shall the "Billing Salary Rates" exceed the actual salary rates paid to the employee.

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

Subconsultant Billing Salary Rates are negotiated by Task Order. Any adjustments to subconsultants' Billing Salary Rates for a Task Order shall be reviewed and approved by the ENGINEER prior to invoicing. Adjustments to subconsultants' Billing Salary Rates may be increased one time per year, per employee, on the anniversary date of the CONSULTANT's Contract execution, and are subject to approval of the ENGINEER. Any such increases shall be in accordance with established Bureau of Engineering
policies existing at the time the adjustment is approved.

10.1.2 "Overhead" (including payroll burden, general and administrative expenses, and all other expenses not included in Section 10.1.3) shall be at a rate applied to Billing Salary Rate. Payroll burden includes the cost of benefits for employees including, but not limited to, employer paid costs for employee insurance programs, employer-paid payroll-related taxes, sick leave, holidays, vacation and retirement. Overhead for this Consultant Services Contract is fixed for the duration of the Contract at a rate of 171.77 percent for CONSULTANT personnel located in the CONSULTANT's Office and fixed at a rate of 125.4 percent for CONSULTANT personnel located in a CITY office. At the ENGINEER's discretion, the subconsultants' overhead rates are subject to review and approval by the ENGINEER and shall remain fixed for the duration of the Contract.

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

10.1.3 "Other Direct Cost" includes those costs of CONSULTANT directly identifiable to or incurred in the performance of services hereunder, including but not limited to reproduction, freight, messenger service, travel (in accordance with established CITY policies), equipment rented by CONSULTANT, auto rental (as approved within the Consultant Travel Authorization form, Exhibit 1), and mileage charges (based on IRS allowable amounts). Expenses related to CONSULTANT travel will be reimbursed based upon the CITY's policies and procedures that are in place at the time when the CONSULTANT Contract is fully executed. CONSULTANT must obtain CITY approval prior to incurring any travel expenses. Travel-related questions can be referred to the Contact Person as listed in Article 19. Any specialized items purchased for the task at the request of the CITY shall be charged to the CITY, and shall become the property of the CITY and delivered to the CITY upon request. Any other items purchased for the task shall be the property of the CONSULTANT, shall not be charged to the CITY, and will not be reimbursed. Communication expenses, cost of office space, equipment, and supplies furnished to CITY personnel at CONSULTANT's location shall be paid by the CITY. The CITY shall receive the full benefit of any free travel, frequent flyer mileage, discounts and/or any other advantages which are acquired by the CONSULTANT as a result of CITY sponsored travel.

10.1.4 "Subcontract Expenses" shall be the actual amount paid by CONSULTANT to subconsultant for their services to the CITY plus an administrative fee of five (5) percent. A maximum fee of five (5) percent may also be applied to the actual amount paid to consultants below the tier of subconsultant.

10.1.5 "Profit" shall be limited to ten (10) percent and shall be applied to the summation of "Billing Salary Rates" and "Overhead".
10.2 Cost Reimbursement - Hourly Billing Rate Basis

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

Actual CONSULTANT salaries may be increased at the discretion of CONSULTANT's management. However, Hourly Billing Rate increases are limited to once per year, per employee, on the anniversary date of the CONSULTANT's Contract execution, and are subject to the approval of the ENGINEER. Any adjustments to the CONSULTANT's Hourly Billing Rates for a Task Order shall be in accordance with established Bureau of Engineering policies, existing at the time the adjustment is approved.

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

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

10.3 Lump Sum Basis

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

10.4 Prevailing Wages

"Not Applicable"

10.5 Proposed Project Cost Breakdown

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

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

10.6 Compensation

CONSULTANT agrees to perform the work specified in Article 4.5.2, and CITY shall compensate CONSULTANT on a Cost Reimbursement - Billing Salary Rate basis, a Cost Reimbursement - Hourly Billing Rate basis, a Lump Sum basis, or a combination thereof, at the sole discretion of the ENGINEER. ENGINEER shall designate the compensation method in the Task Orders to be issued under this Contract. If the Task Order Solicitation specifies the compensation as being on a Cost Reimbursement - Billing Salary Rate basis or a Cost Reimbursement - Hourly Billing Rate basis, payment shall be made in accordance with the Proposed Project Cost Breakdown to be provided for ENGINEER approval prior to issuance of Notice to Proceed for any Task under this Contract. Billing Salary Rates, Hourly Billing Rates, Subcontract Expenses, Overhead, and Other Direct Costs shall be in accordance with rates set herein. The total cost ceiling shall be stated in the Task Order.

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

10.7 Invoicing and Payment

10.7.1 For Task Orders specifying a Cost Reimbursement - Billing Salary Rate basis or a Cost Reimbursement - Hourly Billing Rate basis method of payment, CONSULTANT shall, once each month, submit to ENGINEER an original and three (3) copies of a complete and valid invoice with required back up documents in a format acceptable to the CITY which will include all costs for services provided during the preceding month. ENGINEER shall review CONSULTANT’s invoice and notify CONSULTANT of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. The total invoice amount, less any exceptions or disputed items shall be considered approved for payment fifteen (15) days after receipt by the ENGINEER. If the
ENGINEER does not notify CONSULTANT within thirty (30) days of receipt, then the entire invoice amount shall be deemed approved for payment.

10.7.2 For Task Orders specifying a Lump Sum method of payment, CONSULTANT shall submit to ENGINEER, upon the satisfactory completion of each task/milestone, an original and three (3) copies of a complete and valid invoice in a format acceptable to the ENGINEER. ENGINEER shall review CONSULTANT's invoices and notify CONSULTANT of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. The total invoice amount, less any exceptions or disputed items shall be considered approved for payment fifteen (15) days after receipt by the ENGINEER. If the ENGINEER does not notify CONSULTANT within thirty (30) days of receipt, then the entire invoice amount shall be deemed approved for payment.

10.7.3 Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be required by ENGINEER to establish the amount of such invoices for allowable expenses.

10.7.4 CITY shall pay CONSULTANT all amounts approved for payment within sixty (60) days after ENGINEER receives CONSULTANT's correct and valid invoice, including all required documentation.

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

10.7.6 For Task Orders over $100,000, a Subconsultant Utilization Invoice Attachment (Exhibit C-2), listing MBE/WBE/DBE/OBE amounts invoiced shall also be submitted as part of the monthly invoice. CONSULTANT must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoice shall be paid without the Subconsultant Utilization Invoice Attachment.

10.7.7 All invoices shall be subject to audit. Support for any Other Direct Cost items less than $25 need not be submitted by CONSULTANT unless specifically requested by CITY.

10.7.8 All charges related to the performance of the CONSULTANT’s work for any Task Order, including the work of any subcontractors or subconsultants, shall be invoiced to the CITY within sixty (60) days of the issuance of the final project documents. The CITY will not reimburse the CONSULTANT for any charges related to any Task Order invoiced to the CITY after sixty (60) days.

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

10.7.10 CONSULTANT shall notify the ENGINEER in writing when costs reach 75 percent (75%) of the amount authorized for the Task Order. Failure to provide written notification may result in late payment of invoices.

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

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

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

**ARTICLE 11 - AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications to the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto and approved pursuant to the provisions of Article 7.
ARTICLE 12 - INDEMNIFICATION AND INSURANCE

12.1 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, CONSULTANT 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 CONSULTANT'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONSULTANT or its subconsultants of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of Article 12 shall survive expiration or termination of this Contract.

12.2 Insurance

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

ARTICLE 13 - INDEPENDENT CONTRACTORS

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

ARTICLE 14 - WARRANTY AND RESPONSIBILITY OF CONSULTANT

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

14.2 CONSULTANT shall be responsible for the professional quality, technical accuracy, timely
completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Contract. CONSULTANT shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

14.3 The CONSULTANT shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONSULTANT will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Contract, as well as recommendations for the correction of such incorrect or misleading information.

14.4 CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this Contract in accordance with this Contract.

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

ARTICLE 15 - OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY

15.1 Ownership of Data and License

15.1.1 Unless otherwise provided for herein, all Work Products originated and prepared by CONSULTANT or its subconsultants 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. CONSULTANT 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 CONSULTANT under this Contract. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

15.1.2 With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin Mylar stock or good quality paper satisfactory for reproduction.
15.1.3 For all Work Products delivered to the CITY that are not originated or prepared by CONSULTANT or its subconsultants of any tier under this Contract, CONSULTANT hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

15.1.4 CONSULTANT shall not provide or disclose any Work Products to any third party without prior written consent of the City.

15.1.5 All documents, information and pre-existing materials provided by CITY to CONSULTANT and its subconsultants arising out of or related to this Contract shall remain the property of the CITY. The CONSULTANT may not use, distribute or otherwise make public in any manner, either for profit or not for profit, any of the information, documentation, or procedures developed for the CITY hereunder without the prior written consent of the CITY. CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY’S ownership of rights.

15.1.6 Any subcontract entered into by CONSULTANT 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 subconsultants 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 CONSULTANT to comply with this requirement or to obtain the compliance of its subconsultants with such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONSULTANT’S Contract with the CITY.

15.2 Intellectual Property Warranty

15.2.1 CONSULTANT 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.

15.3 Intellectual Property Indemnification

15.3.1 CONSULTANT, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney’s fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1)
on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONSULTANT, or its subconsultants of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONSULTANT, or its subconsultants of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of Article 15 shall survive expiration or termination of this Contract.

15.3.2 In CONSULTANT'S defense of the CITY Defendants, negotiation, compromise, and settlement of any such infringement action, the Los Angeles City Attorney's Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

15.3.3 Where any Work Product furnished by CONSULTANT (a) becomes the subject of an action, (b) is adjudicated as infringing a third party's Intellectual Property right, or (c) has its use enjoined or license terminated; CONSULTANT shall, with the CITY'S consent, do one of the following immediately. CONSULTANT shall at its expense either:

i) procure for the CITY the right or license to continue using the Work Product; or

ii) replace the Work Product with a functionally equivalent, non-infringing product.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the CITY or diminish the intended benefits and use of the Work Product by the CITY under this Contract.

ARTICLE 16 - NONDISCRIMINATION

Unless otherwise exempt, this Contract is subject to the nondiscrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONSULTANT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, CONSULTANT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The CONSULTANT shall also comply with all rules, regulations, and policies of the CITY'S Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by CONSULTANT, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.
Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its subconsultants with such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONSULTANT'S Contract with the CITY.

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

CONSULTANT agrees and obligates itself to utilize the services of Minority, Women, and Other Business Enterprise (MBE/WBE/OBE) firms on a level so designated in its proposal, if any. The CITY has set anticipated participation levels of 12% MBE and 2% WBE for Task Orders exceeding $100,000. CONSULTANT certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000 and the Subcontractor Outreach Program Requirements as described in Attachment 8 to the Request for Qualifications. CONSULTANT shall not change any of these designated subconsultants, nor shall CONSULTANT reduce their level of effort, without prior written approval of the CITY, provided that such approval will not be unreasonably withheld.

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

ARTICLE 18 - SUCCESSORS AND ASSIGNS

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

ARTICLE 19 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:
To the CITY:
Contact Person: Michael J. Sarullo, Division Engineer
Address: Bureau of Engineering
Environmental Engineering Division
12000 Vista Del Mar
Pregerson Bldg., Suite 200
Playa Del Rey, CA 90293

To CONSULTANT:
Contact Person: Stephen J. Klein, P.E., G.E., Principal
Address: 234 E. Colorado Boulevard, Suite 400
Pasadena, CA 91101

ARTICLE 20 - 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.

ARTICLE 21 - SEVERABILITY

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

ARTICLE 22 - DISPUTES

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

ARTICLE 23 - ENTIRE CONTRACT

This Contract 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 Article 11 hereof.

ARTICLE 24 - APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party’s performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and
safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONSULTANT 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, CONSULTANT 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.

ARTICLE 25 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, CONSULTANT 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, CONSULTANT 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.

ARTICLE 26 - 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.

ARTICLE 27 - 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. CONSULTANT is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as Exhibit E and incorporated herein by this reference. Pursuant to the Child Support Assignment Orders Ordinance, CONSULTANT will fully comply with all applicable state and federal employment reporting requirements for CONSULTANT'S employees. CONSULTANT shall also certify (1) that the principal owner(s) of CONSULTANT is (are) in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONSULTANT 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 CONSULTANT will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served
Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of CONSULTANT to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT 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 CONSULTANT by the CITY.

Any subcontract entered into by CONSULTANT, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONSULTANT to obtain compliance of its subconsultants shall constitute a default by CONSULTANT 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 CONSULTANT by the CITY.

CONSULTANT 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.

ARTICLE 28 - LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

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

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

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

4. Any subcontract entered into by CONSULTANT relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of Article 28 and shall incorporate the provisions of the LWO and the SCWRO.

5. CONSULTANT shall comply with all rules, regulations and policies promulgated by the CITY’S Designated Administrative Agency, which may be amended from time to time.

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 CONSULTANT has violated provisions of either the LWO or the SCWRO, or both.

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

**Earned Income Credit**

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

**ARTICLE 29 - AMERICANS WITH DISABILITIES ACT**

CONSULTANT hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations. CONSULTANT will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. CONSULTANT 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 CONSULTANT, relating to this Contract, to the extent allowed hereunder, shall be subject to the
provisions of this paragraph. The Certification Regarding Compliance with the Americans with Disabilities Act is attached hereto as Exhibit F and incorporated herein by this reference.

**ARTICLE 30 - 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.

1. During the performance of the Contract, CONSULTANT certifies and represents that CONSULTANT will comply with the EBO.

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

3. If CONSULTANT fails to comply with the EBO, the CITY may cancel, terminate or suspend the 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.

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

5. If the CITY’S Designated Administrative Agency determines that a CONSULTANT 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 CONSULTANT in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

CONSULTANT 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 Consultant 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) 847-2605.”

**ARTICLE 31 - 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.
ARTICLE 32 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONSULTANT 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.

ARTICLE 33 - PERMITS

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

ARTICLE 34 - CLAIMS FOR LABOR AND MATERIALS

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

ARTICLE 35 - DISCOUNTS

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

ARTICLE 36 - 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 CONSULTANT to update its responses to the Responsibility Questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONSULTANT’S fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health
and safety, labor and employment, wages and hours, and licensing laws which affect employees. 
CONSULTANT further agrees to:

1. Notify the CITY within thirty (30) calendar days after receiving notification that any 
government agency has initiated an investigation which may result in a finding that 
CONSULTANT is not in compliance with all applicable federal, state and local laws in 
performance of this Contract;

2. Notify the CITY within thirty (30) calendar days of all findings by a government agency 
or court of competent jurisdiction that CONSULTANT has violated the provisions of 
Section 10.40.3(a) of the Contractor Responsibility Ordinance;

3. Unless exempt, ensure that its subconsultant(s), as defined in the Contractor 
Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and

4. Unless exempt, ensure that its subconsultant(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 (30) calendar days after any 
government agency or court of competent jurisdiction has initiated an investigation or has 
found that the subconsultant has violated Section 10.40.3(a) of the Contractor 
Responsibility Ordinance in performance of the subcontract.

ARTICLE 37 - BREACH

Except for excusable delays as described in Article 20, if any party fails to perform, in whole or 
in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be 
untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of 
law. Said rights and remedies are cumulative of those provided for herein except that in no event shall 
any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 38 - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 
10.41 of the Los Angeles Administrative Code, as amended from time to time. CONSULTANT 
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.

ARTICLE 39 – CONTRACT BIDDER CERTIFICATION OF COMPLIANCE WITH 
LOYBING LAWS

Pursuant to the Los Angeles Municipal Lobbying Ordinance, any bidder for a contract shall 
submit with its proposal a Bidder Certification CEC Form 50, proscribed by the City Ethics 
Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and 
prohibitions established in the Ordinance if the bidder qualifies as a lobbying entity under the
ARTICLE 40 - 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, Consultant certifies and represents that Consultant and each subconsultant 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. CONSULTANT shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, 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, CONSULTANT shall certify on an electronic or hard copy form to be supplied, that CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT.

F. Upon a finding duly made that CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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. CONSULTANT shall submit an Affirmative Action Plan which shall meet the requirements of this Article 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 consultants 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, CONSULTANT 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, CONSULTANT 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. CONSULTANT 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 consultants and suppliers who have developed Affirmative Action Programs. For each consultant 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 CONSULTANT.

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 consultants, subconsultants and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this Ordinance shall require the consultant, subconsultant or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the consultant’s, subconsultant’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 CONSULTANT'S or supplier's work force 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 work force or replacement of those employees who leave the work force 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 any may be publicized by the CONSULTANT 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 consultants subject to the provisions of this Section shall include a like provision in all subcontracts awarded for work to be performed under the Contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subconsultants as are applicable to the CONSULTANT. Failure of the CONSULTANT to comply with this requirement or to obtain the compliance of its subconsultants with all such obligations shall subject the CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT'S Contract with the CITY.

ARTICLE 41 - FALSE CLAIMS ACT

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

ARTICLE 42 - 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, Consultant agrees and represents that it will provide equal employment practices and Consultant and each subconsultant 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 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. CONSULTANT agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, 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, CONSULTANT 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. CONSULTANT 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 CONSULTANT shall provide evidence that he or she has or will comply therewith.

E. The failure of any CONSULTANT 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 CONSULTANT.

F. Upon a finding duly made that CONSULTANT 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 CONSULTANT 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, CONSULTANT shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONSULTANT 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, CONSULTANT 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 CONSULTANT, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its subconsultants with all such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT'S Contract with the CITY.

ARTICLE 43 – FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract 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. CONSULTANT shall, prior to the execution of the Contract, provide to the designated administrative agency a list of anticipated employment opportunities that
CONSULTANT estimates they will need to fill in order to perform the services under the Contract.

2. CONSULTANT further pledges that, during the term of the Contract, 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 CONSULTANT shall inform the designated administrative agency of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONSULTANT interviewed and the reasons why referred individuals were not hired.

3. Any subcontract entered into by the CONSULTANT relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of the FSHO, and shall incorporate the FSHO.

4. CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONSULTANT intentionally violated or used hiring practices for the purpose of avoiding the Article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONSULTANT'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 Awarding Authority shall, under appropriate circumstances, terminate this Contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONSULTANT has violated provisions of the FSHO.
IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year written below.

Jacobs Associates

By:  
Title: Vice President  
Date: 1/30/12

CITY OF LOS ANGELES

By:  
Title: President, Board of Public Works  
Date: 7/1/12

By:

Date:

ATTEST:
JUNE LAGMAY, City Clerk

By:  
Date: 7-13-12

APPROVED AS TO FORM:
CARMEN A. TRUTANICH, City Attorney

By:  
Title: Assistant City Attorney  
Date: 2-21-12
EXHIBIT B - PROJECT SERVICES COST PROPOSAL WORKSHEET
City of Los Angeles - Bureau of Engineering
Wastewater and Environmental Engineering Consultant Services Contract

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<td>Project Title:</td>
<td>W.O. No.:</td>
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Scope of Work:
(Include project summary, milestones, payment schedule, deliverables, document format, etc., attach additional sheets as necessary)

### Home Office Billing Salary Rates

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Total Hours: [ ] Total Direct Labor: $[ ]

### Field Office Billing Salary Rates

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Total Hours: [ ] Total Direct Labor: $[ ]

### Indirect Costs

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Total Indirect Costs: $[ ]

Profit (Home & Field Office Total Direct Labor + Total Indirect Costs) @ 10%

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### Other Direct Costs

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Total Other Direct Costs: $[ ]

TOTAL COST: $[ ]
EXHIBIT C - MBE/WBE/OBE UTILIZATION PROFILE

EXHIBIT C-1 - MBE/WBE/DBE/OBE UTILIZATION PROFILE
EXHIBIT C-2 - SUBCONSULTANT UTILIZATION INVOICE ATTACHMENT
EXHIBIT C-3 - CHANGE AUTHORIZATION FORM - MBE/WBE/DBE/OBE UTILIZATION PROFILE
EXHIBIT C-1

to
PERSONAL SERVICES CONTRACT

MBE/WBE/DBE/OBE UTILIZATION PROFILE

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

MBE/WBE/DBE/OBE Util Profile
Exhibit C of Contract

3/12/2012
### Exhibit C-2

**SUBCONSULTANT UTILIZATION INVOICE ATTACHMENT**

Consultant Company:  
Contract Title:  
Contract No:  
Contract Ceiling:  
Contract Execution Date:  
Contract Expiration Date:  
Invoice Date:  
Invoice Number:  
Invoice Amount:  
Invoice Amount to Date:  
Contract Balance Remaining:  

<table>
<thead>
<tr>
<th>MBE/WBE/DBE/OBE Utilization:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MBE Firms:</strong></td>
</tr>
<tr>
<td>Company Name</td>
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<td>Total MBE</td>
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</tbody>
</table>

MBE "Planned" to Date (from Exhibit C to Contract)  
Actual to Date Through This Invoice  
Percent Deviation  
Cost  
% Utilization  
$  
#DIV/0!  
$  
#DIV/0!  
$  
#DIV/0!  
$  
#DIV/0!  
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<table>
<thead>
<tr>
<th>WBE Firms:</th>
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<tbody>
<tr>
<td>Company Name</td>
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<td>Total WBE</td>
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</table>

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

### INVOICE ATTACHMENT

#### DBE Firms:

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<tr>
<th>Company Name</th>
<th>Amount This Invoice</th>
<th>Invoiced Amount to Date</th>
<th>Proposed Sub-Contract Total</th>
<th>Participation To Date</th>
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Total DBE: $ - - $

#### OBE Firms:

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<th>Company Name</th>
<th>Amount This Invoice</th>
<th>Invoiced Amount to Date</th>
<th>Proposed Sub-Contract Total</th>
<th>Participation To Date</th>
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Total OBE: $ - - $

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### Explanation for Negative Deviation

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**Note:**

- To be filled out at the start of the contract period and then should seldom need to change.
- To be filled out each month by consultant with that month's update data.
Exhibit C-3
CHANGE AUTHORIZATION FORM

MBE/WBE/DBE/OBE UTILIZATION PROFILE
(Contract Exhibit C)

Program: ___________________________ Date: ___________________________

Contract Title: ___________________________

Consultant: ___________________________

Project Manager: ___________________________ Change #: ___________________________

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

Reason for Changes

Impact on Final MBE/WBE/DBE/OBE Participation

Recommended by: ___________________________ (Project Manager) Date: ___________________________

Approved by Program Manager: ___________________________ (signature) Date: ___________________________

MBE/WBE/OBE Util Profile
Change Authorization Form 4/4/2012
EXHIBIT D

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

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

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

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LATM** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the CITY. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. **Track4LATM** 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 **Track4LATM** at [http://track4la.lacity.org](http://track4la.lacity.org) and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

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

Acceptable Alternatives to ACORD Certificates and other Insurance Certificates:

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

Additional Insured Endorsements DO NOT apply to the following:

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

Completed Insurance Industry Certificates other than ACORD 25 Certificates can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

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

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

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

6. General Liability insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. Sexual Misconduct coverage is a required coverage when the work performed involves minors. Fire Legal Liability is required for persons occupying a portion of CITY premises. (Information on two City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at www.2sparta.com 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 where they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

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

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

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required 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 or call (213) 258-3000 for more information.
Required Insurance and Minimum Limits

Name: ____________________________ Date: 08/10/2010

Agreement/Reference: PRE-QUALIFIED ON-CALL WASTEWATER AND ENVIRONMENTAL ENGINEERING

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)**
  - Waiver of Subrogation in favor of City
  - Longshore & Harbor Workers
  - Jones Act

- **General Liability**
  - $1,000,000

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

- **Professional Liability** (Errors and Omissions)
  - $1,000,000
  - Discovery Period 12 Months After Completion of Work or Date of Termination

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

- **Pollution Liability**

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

- **Crime Insurance**

**Other:**

______________________________
______________________________
EXHIBIT E
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that Jacobs Associates will:

Name of Business

1. Fully comply with all applicable state and federal employment reporting requirements for its employees.

2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.

4. Certify that the business will maintain such compliance throughout the term of the contract.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

PASADENA / LOS ANGELES / CALIFORNIA
City/County/State

Date FEB 17/2012

Jacobs Associates 234 E COLORADO BLVD. SUITE 400
Name of Business Address

STEVIE DUBNEWICH
Signature of Authorized Officer or Representative Print Name

Vice President (626) 737-6521
Title Telephone Number
EXHIBIT F
CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT

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

1. The CONSULTANT/Borrower/Agency (hereafter CONSULTANT) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. §§ 12101 et seq. and its implementing regulations.

2. The CONSULTANT will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The CONSULTANT will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The CONSULTANT will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

CONTRACT NUMBER

JACOBS ASSOCIATES
CONSULTANT/BORROWER/AGENCY

STEVE DUBNENYCH VICE PRESIDENT
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE
EXHIBIT G
COMPLIANCE WITH EQUAL BENEFITS ORDINANCE AND SLAVERY DISCLOSURE ORDINANCE

Equal Benefits Ordinance (EBO) - EBO Full Compliance Listing
Slavery Disclosure Ordinance (SDO) - SDO Affidavit Listing
<table>
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<tr>
<th>Company Name</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
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<td>J. Muller International, Inc.</td>
<td>250 Park Avenue South, 9th floor</td>
<td>New York</td>
<td>10003</td>
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<tr>
<td>J. W. Genesis Financial Services, Inc.</td>
<td>300 Esplanade Drive, Ste. 900</td>
<td>Oxnard</td>
<td>93030</td>
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<tr>
<td>J.A.K. Networks Unlimited</td>
<td>280 Cedar Avenue</td>
<td>Long Beach</td>
<td>90806</td>
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<tr>
<td>J.B. McGalliard &amp; Sons, Inc.</td>
<td>13124-A Saticoy St.</td>
<td>North Hollywood</td>
<td>91605</td>
</tr>
<tr>
<td>J.F. Pacific Liners, Inc.</td>
<td>70 Union Way</td>
<td>Vacaville</td>
<td>95687</td>
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<td>J.J. Gandara Transporation</td>
<td>P.O. Box 920176</td>
<td>Sylmar</td>
<td>91392</td>
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<td>J.P. Carroll Company</td>
<td>310 North Madison Avenue</td>
<td>Los Angeles</td>
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<td>J.R. Pipeline Co., Inc.</td>
<td>1530 Nandina Avenue</td>
<td>Parris</td>
<td>92571</td>
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<td>J2 Golf Marketing</td>
<td>8772 Sand Point Way NE</td>
<td>Seattle</td>
<td>98115</td>
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<td>Jack Faucett Associates</td>
<td>4550 Montgomery Ave., Suite 300 N</td>
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<td>Jack Keller Investigations</td>
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<tr>
<td>Jackson, Preshenda</td>
<td>20211 Village Green Drive</td>
<td>Lakewood</td>
<td>90715</td>
</tr>
<tr>
<td>Jackson, Tommy</td>
<td>1241-1/2 West 102nd Street</td>
<td>Los Angeles</td>
<td>90044</td>
</tr>
<tr>
<td>Jacobs Associates</td>
<td>465 California St., Suite 1000</td>
<td>San Francisco</td>
<td>94104</td>
</tr>
<tr>
<td>Jacobson, Nikki (Law Offices of)</td>
<td>201 North Los Angeles Street, #23A</td>
<td>Los Angeles</td>
<td>90012</td>
</tr>
<tr>
<td>Jacobus, Sarah</td>
<td>12214 Charnock Road</td>
<td>Los Angeles</td>
<td>90066</td>
</tr>
<tr>
<td>Jacqueline Silverman &amp; Associates</td>
<td>619 North Almont Drive</td>
<td>Los Angeles</td>
<td>90089</td>
</tr>
<tr>
<td>JAG Architects, Inc.</td>
<td>304 S, Broadway, #596</td>
<td>Los Angeles</td>
<td>90013</td>
</tr>
</tbody>
</table>

**Exhibit G**

CITY OF LOS ANGELES - COMPLIANCE LIST FOR EQUAL BENEFITS ORDINANCE

- **EBO Status**: Full
- **Date Status Determined**: 10/31/01
- **SDO Affidavit Received**: Yes
- **SDO Received Date**: 12/22/09

Listing current as of 8/15/2011
EXHIBIT H – HOURLY BILLING RATES

Rates to be submitted for each Project Task Order
EXHIBIT I
BUREAU OF ENGINEERING
TRAVEL AUTHORIZATION

1) Travel Authorization Form
2) City Travel Policies and Procedures, memo from the Controller’s Office
4) Per diem rates 2007, 2008 and 2008, 2009 (containing the Travel Allowances – Air Fare and Per Diem), located at the above Controller’s Intranet site
<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>FUND</th>
<th>DEPT.</th>
<th>APPR. UNIT</th>
<th>OBJECT</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>2</td>
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<td>3</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

For additional description, please attach document.

TO OFFICE OF THE CONTROLLER:
Pursuant to provisions of the City Charter and to the annual Department budget appropriations, or of Appropriations made subsequent to the budget, this is authority to issue a demand on the fund and department described above.

BUREAU OR DIVISION HEAD DATE DEPT. HEAD OR CITY PURCHASING AGENT DATE ACCOUNTING DATE

TRAVEL CHECK LIST (Check all that apply):

- Foreign Travel - Council approval involving more than one City Commissioner. Not required for travel to Canada and Mexico.
- Unbudgeted Travel - Approval from the Deputy Mayor for Finance and Performance Management

Exemption:
- Elected officials and staff
- Departments headed by Commissions
- Proprietary Deps, LACERS, the Fire and Police Pensions
- Police Dept unanticipated travel for the purposes of pursuing criminal investigations, serving warrants, extradition, or conducting related activities

- Travel to Sacramento/Washington, DC - Approval from the Deputy Mayor for Legislative & Intergovernmental Relations
- Local Travel Policy - Travel must be 50+ miles both from the traveler’s home and work location. Proof of mileage required.
- Information - Brochures, pamphlets, flyers describing the importance and necessity of travel

Cash Advance Request:
(Note: Delinquent Travel Advances Reportable to the IRS after 120 calendar days.)
- Written justification and pre-approved by Department Head
- A statement certifying that the traveler has no outstanding cash advance

Ground Transportation:
- City Vehicle - Pre-approved by the Dept. head
- Auto Rental Request - Written justification and pre-approved by the Dept. Head
  - Justification including cost comparison with taxi or other public transportation
- Personal Vehicle Request -
  - Current proof of insurance on file with the Department
  - Justification including cost comparison of airfare (from TravelStore) and mileage (from Mapquest)
  (Note: If using a personal vehicle is approved, but the cost is more expensive than airfare, traveler will be reimbursed up to the amount of the airfare only.)

- Airline Ticket:
  - Purchase through City contract agent (TravelStore)
  - Itinerary or reservation printout

(Revision 07/2011)
DATE: February 27, 2012

TO: All City Department Heads

FROM: Claire Bartels, Chief Deputy Controller

SUBJECT: TRAVEL PAYMENT POLICY

The expenditure of City funds are governed by the City Charter, the Los Angeles Administrative Code (LAAC), federal and State rules and regulations. The Controller, as auditor and general accountant of the City, publishes and updates policies and procedures to ensure compliance with the City Charter, the LAAC, federal and State requirements.

Attached are the updated policies and procedures relative to travel reimbursement. This memorandum supersedes all previous memoranda on travel, and where applicable, the Controller User Department Manual. The Controller User Department Manual is currently being updated to reflect these changes.

If you have any questions regarding this memorandum, please contact Faith Mok, Principal Deputy Controller at 213-978-7200 or Veronica Salumbides at 213-978-7239.

cc: Department Chief Accounting Employees
    Department Travel Coordinators
TRAVEL

City Policy

The Los Angeles Administrative Code (LAAC) Division 4, Chapter 5, Article 4 establishes City policy relative to allowable costs for travel and for non-travel related expenses for all City employees and elected officials. The LAAC defines travel costs as those incurred outside the geographic boundaries of Los Angeles County. The LAAC states that an employee or elected official will only incur expenses that a reasonable and prudent person would incur if traveling on personal business. The LAAC mandates that, before an employee or elected official incurs expenses, due consideration be given to such factors as suitability, convenience, and the nature of the business involved.

Controller Guidelines on Travel

Charter Section 262 requires the Controller, among other things, to have adequate evidence that (1) the appropriation for the goods or services has been made, (2) the prices charged are reasonable and (3) any additional criteria established by ordinance have been satisfied BEFORE approving payment of demands drawn upon the City Treasury. The Controller sets the following guidelines to facilitate travel reimbursement for City employees and elected officials:

DEFINITION OF TRAVEL

The LAAC defines travel costs as those incurred outside the geographic boundaries of Los Angeles County. The Internal Revenue Service (IRS) considers an individual traveling if:

- The duties require the individual to be away from the general area of the individual's primary residence substantially longer than an ordinary day's work, and

- The individual need to sleep or rest to meet the demands of work while away from the primary residence.

In line with the best practice of other governmental entities, the Controller adopted the "50-mile" rule. Under this rule, travel reimbursements will be made only if the destination is farther than 50 miles both from an individual's primary residence and work location.
PURPOSE OF TRAVEL AND APPROVALS

The LAAC allows the reimbursement of travel costs when employees and elected officials travel on "official City business". To constitute "official City business", the activities of an employee or elected official must demonstrate:

1. A valid City interest to be served or gained thereby; or
2. Relevance to the City operations or the individual's role in such operations; or
3. The promotion or development of City programs, methods or administration; or
4. Compliance with instructions or authorization of the Mayor or the City Council.

LAAC Reporting Requirement

The LAAC requires a report that summarizes the nature and purpose of the travel or convention and describes the significant information gained and/or benefits accruing to the City. This report is due 30 days from the completion of the travel or convention from the City employee to his or her appointing authority. Elected officials are exempted from this reporting requirement.

Travel Authority

The City Financial Management System (FMS) includes "encumbrance processing for payment creation" to ensure compliance with the Charter requirement for adequate evidence that appropriation for goods or services has been made prior to payment of demands upon the City Treasury.

An encumbering document, General Accounting Encumbrance Travel Document or GAETL, is required for all City travel. A completed GAETL document must be submitted to the Controller prior to the commencement of travel and may be submitted as early as 12 months prior to travel in the same fiscal year. Instructions on creating GAETL documents are described under FMS Procedure No. AP-301-5. An interactive GAETL form may be accessed at http://ctr.ci.la.ca.us/documents/DemandAudit/Travel/TravelAuthority.xfd.

The following are acceptable documentation to support the necessity and importance of the travel:

1. Brief description of the purpose of the business meeting/trip; and,
2. Brochures, flyers, pamphlets or agenda for professional conferences and/or training programs; or
3. Correspondence between City employee(s) and individual(s) attending planned business meeting(s) other than professional conferences or training programs.
Travel to Sacramento or Washington DC

The LAAC requires all non-elected City officials and all other City employees to notify the Mayor, the Chair of the Intergovernmental Relations Committee and the Chief Legislative Analyst prior to any travel on City business to Sacramento or to Washington, D.C.

Mayor's Executive Directive No. 2000-3 Intergovernmental Relations

The Mayor's Executive Directive No. 2000-3 and its accompanying "Procedures Manual for the Development and Representation of the City of Los Angeles' Policy and Legislative Positions" require that "all travel to Sacramento and Washington, D.C. by City employees and non-elected officials for the purposes of legislative advocacy on behalf of the City is subject to the approval of the Mayor. This also includes any travel done performed by any City employee for the purpose of conducting official City business with any other government entity, commission, agency or department outside of the State of California." It is the responsibility of each City employee to adhere to the Mayor's procedures manual.

Travel to Arizona

In May 2010, the City Council suspended all City travel to the State of Arizona to conduct City business unless special circumstances can be demonstrated to the Council that the failure to authorize such travel would seriously harm City interests. The travel ban would be lifted upon the repeal of SB 1070 and HB 2162 in the State of Arizona. It is the responsibility of each City employee to obtain prior Council approval for travel on City business to the State of Arizona.

Foreign Travel involving more than one City commissioner

The LAAC requires advance Council approval for foreign travel (except to Canada or Mexico) involving more than one City commissioner.

Travel Blanket Authorities

In cases where City departments have recurring and same purpose travel needs, travel blanket authorities may be established. Recurring and same purpose travel is typically for large groups of employees that must travel throughout the year to perform functions or attend activities for the same purpose. For example, Tax and Permit Auditors travel to various locations to perform auditing functions; City Attorneys travel to various locations to participate in depositions; police officers travel for investigation and extradition purposes.
To request a travel blanket authority, City Departments must submit a GAETL document for the total estimated dollar amount needed to cover the recurring and same purpose trips for the entire fiscal year. City Departments must include a written justification explaining the recurring and same purpose nature of the requested trip. Once approved by the Controller, travel blanket authorities remain valid through the end of the fiscal year.

TRANSPORTATION

City Authorized Business Travel Service Provider

To the extent possible, all City travelers should utilize the City authorized business travel service provider for all City-related travel. Currently, the City is using the State of California Department of General Services (State) travel agency contract with TravelStore to maximize savings. The State, in conjunction with TravelStore, has established a website dedicated for government travel, www.caltravelstore.net. Additionally, dedicated TravelStore agents can be reached at 1-877-454-TRVL (8785).

City travelers may use other travel service providers under the following conditions:

1. The City traveler is willing to use his or her personal credit card to book the flight; and,
2. Sufficient proof is provided that the airfare is equal to or lower than airfare available at Caltravelstore, at the time of GAETL approval by the Controller's Office.

Airline Travel

LAAC Section 2.242.3(a) states that, except in case of official necessity, air travel expenses are allowable only for the lowest regular fare available for regularly scheduled airlines for the date and time selected. It further states that claims for reimbursement of higher fare or extra charges for transportation by scheduled airlines are allowable only if certified by the Department Head that he or she has reviewed and concurs with the facts constituting the official necessity.

Coach or economy class fare is presumed to be the lowest regular fare available for regularly scheduled airlines. City travelers are required to only incur expenses that a reasonable and prudent person would incur if traveling on personal business and, therefore should consider the least expensive class of travel that meets their needs.

While the determination of "official necessity" falls under the purview of Department Heads, the City Charter requires the Controller to have adequate evidence that the prices charged are reasonable before approving payment of
demands on the City Treasury. Consistent with federal guidelines and best practice of other governmental entities, the Controller will consider the cost of business-class accommodations "reasonable" if any of the following applies:

1. When use of other than coach-class is necessary to accommodate a medical disability or other special need. A written certification of the disability and a recommended suitable class of transportation from a competent medical authority must be submitted.
2. When exceptional security circumstances require other than coach-class accommodations.
3. Where the origin and/or destination are outside the Continental United States and the scheduled flight time, including non-overnight stopovers and change of planes, is in excess of 14 hours; and the City traveler is required to report to duty the following day or sooner. Scheduled flight time is the flight time between the originating departure point and the ultimate arrival point including scheduled non-overnight time spent at airports during plane changes. Scheduled flight time does not include time spent at the originating or ultimate arrival airports.
4. When no coach-class accommodations are available on an airline that is scheduled to leave within 24 hours of the proposed departure time, or scheduled to arrive within 24 hours of the proposed arrival time.
5. When the use of other than coach-class accommodations results in overall cost savings to the City. Sufficient proof of cost savings must be provided.

Seating Upgrade Programs

Several airlines have recently added seating upgrade programs for coach-class. These programs are sometimes called "Coach Elite", "Coach Plus", "Preferred Coach" or "Economy Plus". Under these airline programs, a passenger may obtain for a fee a more desirable seat choice within the coach-class cabin. Although these coach upgrade options are not considered a new or higher class of accommodation since the seating is still in the coach-class cabin, the use of these upgraded/preferred coach seating options is generally a traveler's personal choice and therefore is at the traveler's personal expense.

Checked Baggage Fees

Recent changes to airline policies include charging of fees related to checked baggage. In cases where the traveler is charged for the first checked bag, the City will reimburse for the fee. Fees for additional checked bags will not be reimbursed unless justification is provided for a business need (for example, the need for special equipment or the length of travel justifies additional bags).
Promotional materials and Frequent Traveler Programs

Consistent with the current federal guidelines, any promotional benefits or materials received from a travel service provider in connection with official travel may be retained for personal use, if such items are obtained under the same conditions as those offered to the general public and at no additional cost to the City. City travelers may use frequent traveler benefits earned on official travel to obtain services for a subsequent City travel or retain such benefits for personal use, including upgrading to a higher service class while on official travel. City travelers may NOT select a travel service provider other than an authorized City travel service provider in order to maximize frequent travel benefits.

Alternate Mode of Transportation (Other than airline travel)

In accordance with the LAAC, in all instances where a mode of transportation other than regularly scheduled airline is chosen, the Department Head shall authorize such alternate mode of transportation in advance and the allowable cost shall be the actual cost of the alternate mode of transportation or the cost allowable under a regularly scheduled airline, whichever is less.

The use of private automobile must be authorized in advance by the Department Head. The reimbursement for the use of private automobile shall be in accordance with the mileage provisions under the LAAC Division 4, Chapter 5, Article 2 Use of Privately Owned Automobiles on City Business and Reimbursement Therefor. Additionally, the LAAC requires that the City traveler must obtain a satisfactory policy of public liability insurance covering the full use and operation of the private automobile. For complete insurance requirements, see LAAC Section 4.232 or the Risk Management Procedure Manual for City Departments at http://caodocs.ci.la.ca.us/riskmgmt/CAORiskMgmtManual.pdf.

Reimbursement for use of a personal automobile will be payable to only one employee when traveling together with other employees on the same trip and in the same vehicle.

The use of a personal automobile for travel may not be reimbursable in cases where the City traveler receives a car allowance or any type of vehicle subsidy from the City on a regular basis.

PER DIEM

In accordance with Council policy (C.F. 82-0944), advances and reimbursements for per diem (lodging and meals and incidental expenses), shall not exceed the per diem limits detailed in the "Travel Allowances -- Air Fare and Per Diem Rates" of the City Budget Manual. The City Administrative Officer (CAO) publishes the City Budget Manual annually. The City Budget Manual can be accessed at http://caodocs.ci.la.ca.us/budget/2012-13_BudgetManual.pdf.
For travel to countries not listed in the City Budget Manual, the federal per diem rates apply. The federal per diem rates are available at http://aoprals.state.gov/content.asp?content_id=184&menu_id=78.

Exceptions to Per Diem (Requires Controller Pre-approval)

When a conference or event is held in a particular hotel, the City traveler is not precluded from staying in the same hotel if such expenses would exceed the per diem limits. Proper documentation such as brochure or literature indicating the event is being held in a particular hotel must be submitted and approved.

The LAAC does not specifically address instances where the conference or convention is held at a convention center or location other than a hotel. However, it appears that it can be reasonably concluded that the intent is to also exempt such instances from the per diem limits. In such instances, the Controller will allow reimbursements exceeding the per diem limits if:

1. The selected hotel is one of the "authorized" or "sponsor" hotels of the conference or convention; and
2. The selected hotel offers the most economical rate among the "authorized" or "sponsor" hotels.

International travelers must provide justification for expenses exceeding the individual federal limits on lodging and/or meals and incidental expenses.

MEALS AND LODGING

Under the LAAC, it is expected that, in the selection of restaurants and hotel rooms, City travelers will seek moderately-priced establishments of acceptable quality. The LAAC requires City travelers to consider transportation costs, time and other relevant factors in selecting the most economical and practical accommodations. City travelers are not precluded from staying at the hotel where the meeting or convention will be held.

The LAAC allows the reimbursement of a maximum of three meals a day. For travel within the Continental US, the City provides a meal allowance rate of $60 per day. The City meal allowance rate is based on the average federal per diem rates for meals and incidental expenses in major cities frequented by City travelers. The meal allowance rate includes incidental expenses as defined by the Internal Revenue Service (IRS). Fees and tips to porters, baggage carriers, bellhops, hotel maids, stewards as well as transportation in acquiring meals are considered incidental expenses by the IRS. For travel outside the Continental US, the meal allowance is provided according to the federal per diem rate guidelines.
The meal allowance is for a full 24-hour day of travel and will be prorated at 75 percent as follows:

- On the first day of travel, if flight leaves after 2 p.m.
- On the last day of travel, if flight arrives before 2 p.m.
- When some meals are provided as part of the conference

Additionally, the meal allowance will not be provided when meals are provided by the host throughout the day or included in the registration fee. Certain exceptions apply such as in cases where the City traveler is unable to consume the furnished meals due to medical requirements or religious beliefs.

Hosting While Traveling

The LAAC requires that food and beverage expenses for persons other than City employees or elected officials be certified by the Department Head as expenditures for a public purpose and necessary for the conduct of City business. The LAAC also requires all City employees and elected officials to specify the name(s) and organization(s) of the person(s) hosted and the nature of the City business discussed.

Alcoholic drinks are NOT reimbursable expenses. Consistent with federal guidelines, the LAAC provision on food and beverage is interpreted to exclude alcoholic drinks. Further, it is the responsibility of City employees to comply with the Personnel Department policy regarding consumption of alcoholic beverages while on duty.

OTHER EXPENSES

Ground Transportation

The LAAC mandates that the least expensive and most practical form of public transportation shall be used, taking into consideration such factors as time, availability and personal safety or health. Whenever possible, City travelers should take advantage of free or courtesy shuttle services offered by airports and hotels to keep costs to a minimum.

Automobile Rental

Automobile rental expenses are allowable if traveling by car is less expensive or more appropriate for the efficient conduct of City business than by taxi or bus. A cost comparison should be provided as proof that automobile rental expenses are less expensive than taxi or bus. If proof cannot be provided, the City traveler must provide a written justification approved by the Department Head that clearly demonstrates the need for an automobile rental for the efficient conduct of City business.
Laundry Service

Under the LAAC, expenses for laundry service are allowable if the duration of the trip, traveling conditions or some other special circumstances dictate. As a reference, the federal guidelines require a minimum of four consecutive nights lodging on official travel to qualify for laundry service reimbursement.

Telephone Calls

Under the LAAC, the costs of City business telephone calls are fully reimbursable. One personal telephone call to the employee's immediate family in the locale of the residence of the employee is allowed if travel is in excess of three days. One such call is permitted for each successive three days thereafter. For reference, a ten-minute telephone call is considered reasonable.

Gratuities

Under the LAAC, gratuities not exceeding 15 percent are allowable where reasonable and customary. Fees and tips given to waiters (up to 15 percent of the restaurant bill exclusive of taxes), porters ($2 per bag), bell hops ($1 to $2 per bag), housekeeping ($1 to $2 per day), taxicab drivers (up to 15 percent of the fare) and other service personnel are considered customary. Gratuities are included in the IRS definition of "incidental" expenses and are therefore subject to per diem limits.

Registration, Seminar or Meeting Fees

The LAAC allows the reimbursement of registration, seminar or meeting fees where required.

Expenses Not Specifically Set Forth in the LAAC

Other expenses not specifically set forth in the LAAC that are incurred by an employee or an elected official are allowable where deemed necessary in the conduct of City business; provided that such expenses have been reviewed and certified by the Department Head as reasonable and proper and incurred in pursuit of City business.

NON-REIMBURSABLE TRAVEL COSTS

Travel expenses that are not in compliance with City policy are the personal responsibility of the traveler.
Under the LAAC, the City will not reimburse expenses of a purely personal nature. The following travel costs are NOT reimbursable:

1. auto repairs, replacement or towage to personal vehicle when such use has been authorized;
2. flight insurance;
3. personal telephone calls;
4. expenses for persons other than the employee or elected official.

SPECIAL CIRCUMSTANCES

Interrupted and Indirect Travel

Where there is an interruption or deviation from the direct travel route, whether for the City traveler's personal leave or convenience, expenses allowable will not exceed those that would have been incurred for uninterrupted travel utilizing the usual route.

If the City traveler becomes sick or injured during travel, his or her first responsibility is to seek competent medical attention. Even if the injury is not serious and treatment can wait until the completion of the trip, the City traveler, when able, must notify his or her Department Personnel Officer, who will then notify the City's Workers' Compensation Section.

City Contractor Travel

Travel by a City contractor shall be governed by the provisions of the contract between the City and the contractor. In the absence of specific provisions in the contract, the City travel policies and procedures shall apply.

Non-City Staff Travel

Under certain circumstances, an individual who is not a City employee nor otherwise compensated by the City may need to travel on behalf of the City. For example, the City may request individuals from non-profit organizations to sit on interview panels to review request for proposals. All City policies and procedures on travel will apply to the non-City staff travelers.

DOCUMENTATION OF EXPENSES

The LAAC requires that completed travel expense forms be forwarded to the Controller within 30 days of the conclusion of the trip. The Department Head shall certify that all expenditures were incurred in pursuit of City business. Falsification of such certification shall be grounds for appropriate disciplinary action and such other sanctions provided by law.
The LAAC further requires that receipts be provided for transportation costs, lodging, and for any single item of expenditure in excess of $25. Per Internal Revenue Code 274, the Internal Revenue Service requires adequate records or sufficient evidence corroborating the traveler's own statement to substantiate traveling expenses. Sufficient evidence must be presented as to the amount of travel expense, the time and place of the travel and the business purpose of the expense. For grant-funded travel, it is the City traveler's responsibility to comply with the grant requirements relative to receipt documentation.

Form Gen. 16, Personal Expense Statement (PES) may be accessed and filled out interactively at http://ctr.ci.la.ca.us/forms/PES.xfd.

The following are examples of acceptable documentation to be submitted with the completed PES:

<table>
<thead>
<tr>
<th>Description of Expense</th>
<th>Acceptable Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Airfare</strong></td>
<td>Airfare receipt such as passenger ticket, invoice, itinerary, &quot;e-ticket&quot;, confirmation notice or other documentation reflecting the dates of travel. Proof of payment such as credit card receipt or statement. For &quot;e-ticket&quot;, a screen print of the confirmation notice indicating payment by credit card is acceptable.</td>
</tr>
<tr>
<td><strong>Personal Automobile</strong></td>
<td>When used in lieu of airfare, the number of miles at the current mileage rate is reflected under the Miscellaneous column. The total costs may not exceed the lowest regular fare available for regularly scheduled airlines for the date and time of travel. The use of a personal automobile for travel may not be reimbursable in cases where the City traveler receives a car allowance or any type of vehicle subsidy from the City on a regular basis.</td>
</tr>
<tr>
<td><strong>Registration</strong></td>
<td>Original or copy of the registration form, reflecting form of payment.</td>
</tr>
<tr>
<td><strong>Lodging</strong></td>
<td>Hotel/motel invoice reflecting zero balance, or that the balance is subject to credit card payment. The invoice must provide a breakdown of daily expenses.</td>
</tr>
</tbody>
</table>
When lodging rates for persons other than the traveler are charged, single occupancy rate documented on hotel/motel letterhead must be provided.

**Meals & Incidentals**

In accordance with the LAAC, receipts for expenses in excess of $25 must be provided.

Total daily expenses for meals must not exceed the daily meal allowance and the per diem requirements.

Receipts for meals for other than the City traveler must include the guest(s) names and affiliated organizations and a statement of the event attended or sponsored and business discussed.

**Telephone**

Hotel invoice and on a separate attachment, detailing the name(s) of persons called, title(s), the affiliated department or business, and subjects discussed.

**Ground Transportation**

In accordance with the LAAC, receipts for expenses in excess of $25 must be provided.

**Laundry**

In accordance with the LAAC, receipts for expenses in excess of $25 must be provided.

**Other**

Other expenses are allowable where deemed necessary in the conduct of City business. The expenses require review and certification by the Department Head as reasonable and proper and incurred in pursuit of City business. Details of the charges must be included in the completed PES.

It should be noted that completed PES and receipts submitted to the Controller, electronically or otherwise, become part of the City official travel records and the official property of the City of Los Angeles. Therefore, City travelers are advised to black out/redact any personal information contained in any documents submitted to the Controller. City Departments are required to maintain original support documentation for five years.

**FMS TRAVEL EXPENDITURE (TEX) DOCUMENT**

To process the reimbursement of travel expenditures under FMS, the Controller requires a TEX document. The TEX document must be submitted together with the completed PES. Instructions on creating TEX documents are described under FMS Procedure No. AP-401-5.
Foreign Currency

The PES must indicate values in US dollars (USD). It is the City traveler's responsibility to convert any foreign currency charges to USD. Supporting documentation for the foreign currency conversion should be attached to the PES. The conversion date must coincide with the date of the original receipt. Acceptable documentation includes:

1. Credit card statement showing conversion of foreign-denominated expenses to USD
2. Internet conversion of charges
3. Foreign exchange receipts from money exchanges or banks showing foreign currency conversion rates

Travel Reimbursement through Petty Cash

Under certain circumstances, the Controller may allow the reimbursement of travel expenses through Petty Cash (see Section 1.4.10 of the Controller User Department Manual).

TRAVEL ADVANCES

The LAAC authorizes the Controller to advance the amount of funds for travel purposes upon certification by the Department Head that they will be incurred for City business. Requests for travel advance must be submitted at least ten (10) days in advance of the beginning of the planned expenditure of funds and such request shall include the persons traveling, period covered, and the destination. Additionally, the request should state the purpose of the trip, the nature of the City business to be conducted on the trip, and the proposed total estimated expenditure.

As a matter of policy, the Controller will not accept travel advance requests more than thirty (30) calendar days prior to commencement of travel. The travel advance will be released to the traveler no more than one week prior to travel except where advance deposits and registration fees are required. Advance travel checks are released by the Controller Paymaster Section on will-call basis only. Questions regarding will-call policies and procedures should be directed to the Paymaster Section at 213-978-7480.

To expedite the processing of travel advances, the Controller requires the submission of a statement certifying that the traveler has no outstanding cash advance.

Travel advances must be resolved through the submission of a completed PES within 30 days after the conclusion of the trip. A travel advance is considered delinquent if not resolved within 30 days after the conclusion of travel. Travelers
with a delinquent travel advance cannot receive another travel advance until the prior travel advance is resolved. As required by the IRS, the Controller reports all delinquent travel advances over 120 calendar days old as employee income. Outstanding travel advances not accounted for within 120 calendar days will be included as part of the employee's wages on the first payroll period of the subsequent calendar quarter following the end of 120 calendar days. This amount will be subject to income and employment taxes for the period (per IRS Publication 463).

Refund on Travel Advances

City travelers may need to return money to the City after completion of travel due to excess travel advance or disallowed travel expenses. Refund checks or money orders must be made payable to the City of Los Angeles. City Departments are responsible for depositing any refund check immediately upon receipt by submitting a cash receipt (CR) together with the refund check to the Office of the Treasurer. The City traveler should attach a copy of the CR with the Office of Treasurer stamp (or other receipt verification) to the completed PES for Controller approval. A sample CR document and instructions for completion are available at http://ctr.ci.la.ca.us/documents/cash_receipt.pdf. Questions regarding the preparation and submission of CR documents should be directed to the Office of the Treasurer.
1.4.11 Travel

The City policy regarding travel and related expenses is governed by Division 4, Chapter 5, Article 4 of the Administrative Code, which states that an employee or elected official will only incur expenses that a reasonable and prudent person would incur if traveling on personal business. It is also expected that before an employee or elected official incurs expenses, due consideration be given to such factors as suitability, convenience, and the nature of business involved. The City will not reimburse expenditures of a purely personal nature.

Travel Authority (TL)

The Travel Authority (TL) is an encumbering document and is submitted to the Controller for approval of availability of funds. The TL is submitted prior to commencement of travel and may be submitted as early as 12 months prior to the trip. Travel arrangements should not be made until the travel encumbrance has been approved.

The TL specifies the following information:

- General itinerary, approximate travel dates,
- Names of all travelers for the same trip (use full legal names only),
- Traveler(s) classification or title(s),
- Necessity and importance of travel (pamphlet, brochure, or flyer, when applicable, that describes the importance of the trip)
- Use of a city vehicle, personal vehicle, or automobile rental (prior Controller approval required), when authorized by the General Manager or designee.

The Department Head approves and signs the TL. When traveling to attend a conference, the airfare and registration fee must be included on the original TL, if applicable. When airfare and registration fees are to be paid directly to the vendor, encumber airfare on line 2 and registration fees on line 3, of the TL. (Revised 7/15/03)

When submitting a TL, departments must include the following documents: (Revised 7/15/03)

1) Travel checklist (see Appendix A, Exhibit 5);
2) TL approved by appropriate management and accounting personnel;
3) A pamphlet, brochure or flyer that describes the nature and benefit(s) of the proposed trip or a memo that details the necessity and importance of the proposed travel;
4) Any other applicable documents.

In accordance with Administrative Code Section 4.242.9, advance Council approval is needed for foreign travel (except to Canada and Mexico) involving more than one City
Expenditures - Travel

Commissioner. Furthermore, all non-elected City officials and all other City employees shall notify the Mayor, the Chair of the Intergovernmental Relations Committee and the Chief Legislative Analyst prior to any travel on City business to Sacramento or to Washington, D.C.

Concurrently, Mayor's Executive Directive No. 2000-3 and its accompanying "Procedures Manual for the Development and Representation of the City of Los Angeles' Policy and Legislative Positions" require that "All travel to Sacramento and Washington, D.C. by City employees and non-elected officials for the purposes of legislative advocacy on behalf of the City is subject to the approval of the Mayor. This also includes any travel done by any City employee for the purpose of conducting official City business with any other government entity, commission, agency or department outside of the State of California."

Local Travel

Local travel is defined as the need to conduct official City business at a location farther than 50 miles both from an individual's home and work location and where a hotel stay is being requested. Departments must use a TL to encumber funds and justify the need for hotel and per diem expenses.

Proof of distance from home and work to local travel location must be included in the documentation attached to the TL document. All other travel requirements apply.

Note: A meeting or training event that falls below the 50-mile distance is not considered "travel". Staff is encouraged to use a City vehicle to attend these events.

If using a personal vehicle, an employee must adhere to the requirements as specified in Ground Transportation, Personal Automobile of this Section. (Revised 7/15/03)

Permissible Local Travel

Local travel is permissible if it meets the following conditions:

- Travel or training is more than one day;
- Hardship is encountered if driving each day to the travel location; and,
- Approval is received from the department General Manager;
- Location is farther than 50 miles both from an individual's home and work location.
**Expenditures - Travel**

**Business Development Travel**

Business development travel is defined as travel wherein elected officials or City employees travel domestically or internationally for the purpose of promoting business or trade in or with the City of Los Angeles.

**Travel for Multiple Departments to the same destination**

When multiple departments are organizing a trip and sending individuals to the same destination, departments should collaborate, to the extent possible, and send in one request package for review by the Controller’s Office.

All other travel requirements apply. (Revised 04/30/03)

**Paying Travel through other means**

Under certain circumstances, the Controller’s Office allows travel expenses to be paid through means other than a TL. Payment for travel items may be made through an AE or Petty Cash (See Section 1.4.10, “Paying Travel Expenses through Petty Cash”).

For a sample of the TL document and instructions for completion, City departments may refer to the FMIS Users Handbook (see Appendix B) in the Controller’s Intranet web site (http://ctr.ci.la.ca.us/guides/tl.pdf) or by contacting the department’s Controller liaison. (Revised 7-15-03)

**Travel Blanket Authorities**

In cases where City departments have recurring and same purpose travel needs, travel blanket authorities may be established. Under a travel blanket authority, City departments submit a Travel Authority (TL) for the dollar amount that is estimated to cover the recurring and same purpose trips throughout the fiscal year.

Recurring and same purpose travel is typically for large groups of employees that must travel throughout the year to perform functions or attend activities for the same purpose. For example, Tax & Permit auditors travel to various locations to perform auditing functions; City Attorneys travel to various locations to participate in depositions; Police Officers travel for extradition purposes, etc.

To request a travel blanket authority, the TL must include a written justification explaining the recurring and same purpose nature of the requested trip. The amount requested must also be within the City department’s approved budget for travel purposes. Once a travel blanket authority is established, the Payment Voucher references the blanket authority. It is incumbent upon the City department to ensure that expenditures under the travel blanket do not exceed the allowable appropriated amounts at any given
Expenditures - Travel

time. In the event that allowable appropriated amounts are exceeded, the Payment Voucher will be rejected and returned unpaid to the City department.

Travel Advances

Upon approval of the TL, if applicable, the department submits a Payment Voucher to the Controller for an advance of funds. The Payment Voucher must include the name of the traveler, period covered, destination, purpose of the trip, and an estimated total expenditure. (See Section 1.4.4 regarding Payment Vouchers.)

Travel advance requests must be submitted at least ten (10) working days in advance, but no more than thirty (30) calendar days prior to commencement of travel. Advance payments will be released to the traveler no more than one (1) week prior to travel except where advance deposits and registration fees are required.

For PV preparation of advances, see Section 1.4.4 (Payment Vouchers) of this Manual.

Advance deposits and registration fees should be arranged through the Controller’s Office. The Paymaster Section of the Controller’s Office telephones the department when travel checks are available for pick-up. Hours for pick-up are 12:00 pm to 4:00 pm, in Room 341, City Hall East.

In the case of emergency business trips, exceptions may be made. If circumstances prevail causing hardship or inequity to the traveler, a request for deviation from procedure must be submitted by the Department Head, to the Controller. Requests should originate prior to commencement of travel, but in no event should they be delayed beyond the time that the existence of unusual circumstances becomes known.

A travel advance is considered delinquent if not resolved within thirty (30) calendar days of conclusion of travel. Travelers with delinquent advances/PES’s cannot receive another travel advance until the prior advance is resolved. Under Internal Revenue Service (IRS) guidelines, the Controller's Office reports to the IRS all delinquent travel advances over 120 calendar days old, as income to the employee. The delinquent travel advance will be added to the employee’s W-2 earnings statement and the employee can no longer receive an advance for future travel.

Per Diem
Advances and reimbursements for per diem (i.e., allowance for daily expenses other than airfare, registration and pre-approved auto rental), including food and lodging, shall not exceed the per diem limits detailed in the City Budget Manual, “Travel Allowances – Air Fare and Per Diem Table” (available through the department budget section or CAO liaison), except for conferences and legislative activities.
Exceptions apply, for example, when a conference or event is held in a particular hotel, a traveler is not precluded from staying in the same hotel if such expenses would exceed the per diem limits. Proper documentation must be approved and on file (e.g., brochure or literature indicating the event is being held in a particular hotel).

Mode and Class of Transportation

Whether travel is by air or other means of transportation, persons in official City travel status are entitled to transportation accommodations and services that meet reasonable and adequate quality standards for convenience, safety and comfort.

Airline Travel

In accordance with Administrative Code Section 4.242.3 (a) 1, except in the case of official necessity, air travel expenses are allowable only for the lowest regular fare available for regularly scheduled airlines for the date and time selected. Claims for reimbursement of higher fare or extra charges for transportation by scheduled airlines are allowable only if certified by the Department Head that he/she has reviewed and concurs with the facts constituting the official necessity and approved by the Controller’s Office. Air flight insurance is not reimbursable.

The purchase of airline tickets is contingent on an approved TL

City employees have the following options for arranging airline travel:

- American Express One Travel. American Express applies a base $35 charge on all tickets issued by major airlines. The $35 charge applies to each subsequent charge along with other applicable airline fees. The cost per service applies to ticket exchange, paper ticketing and overnight courier service, resulting in increased costs to departments. Departments should ask for the fee per transaction and encumber accordingly. The following details the cost per service:

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jet Blue (may show as $35.00 on Diner’s bill)</td>
<td>$25.00</td>
</tr>
<tr>
<td>Air Reservations</td>
<td>35.00</td>
</tr>
<tr>
<td>Non-Air Reservations</td>
<td>25.00</td>
</tr>
<tr>
<td>International Air Reservation Surcharges</td>
<td>20.00</td>
</tr>
<tr>
<td>Paper Tickets</td>
<td>10.00</td>
</tr>
<tr>
<td>Ticket Exchanges</td>
<td>35.00</td>
</tr>
<tr>
<td>Ticket Delivery via Overnight Mail</td>
<td>10.00</td>
</tr>
<tr>
<td>Refunds</td>
<td>25.00</td>
</tr>
<tr>
<td>Emergency Travel Services – Choice</td>
<td>16.00</td>
</tr>
<tr>
<td>(Telephone calls before 8:00 am or after 5:00 pm)</td>
<td></td>
</tr>
<tr>
<td>Manual Reservation Intervention 24/7</td>
<td>N/A</td>
</tr>
</tbody>
</table>

In addition, airline carriers also impose a minimum of $50 to issue a paper ticket.

(Revised 7-15-03)
Expenditures - Travel

To minimize costs, please notify your staff of the American Express One pricing structure change, the cost per service, and encourage them to keep costs at a minimum.

At the time of the airline booking (an approved TL # must be provided), travelers may also place their reservations for hotel and auto rental at no extra cost. A personal credit card is required to hold hotel reservations (fees are not charged to the credit card until check-in except for Las Vegas and Reno hotels where a charge for a single night is assessed immediately). (Revised 7-15-03)

Utilization of the Internet travel reservation system. City staff may research ticket availability and prices through Internet travel reservation systems, and ask the Controller to purchase tickets.

If the traveler wishes the Controller to purchase the ticket, the department should prepare the TL as they normally do, check the box for ticket purchase on the Travel checklist (Exhibit 5), and walk the item to the Controller’s Office to obtain appropriate approval, and subsequent ticket purchase. (Revised 7-15-03)

The costs of using the following Internet reservation systems are:

- Expedia.com $25.00
- Travelocity.com $5.00
- Lowestfares.com $10.00

For TL’s with airline ticket purchase
Department travel coordinators should contact the Controller’s Office, after a 24-hour period has lapsed from the time of submission, to follow-up on an airline booking. (Revised 7-15-03)

Any coupons or promotional mileage credits provided to the traveler by the airlines during the course of City business travel shall be used only for City business. The traveler will not be reimbursed for such coupons or promotional mileage credits.

Ground Transportation
The least expensive and most practical form of public transportation shall be used, taking into consideration such factors as time, availability, and personal safety or health.

Automobile Rental
Automobile rental (domestic and international travel) is allowable if it is less expensive or more appropriate for the efficient conduct of City business than by taxi or bus and has been authorized by the General Manager or designee and pre-approved by the Controller. A cost comparison should be provided to justify the automobile rental (with taxi or other mode of public transportation). (Revised 7-15-03)
CAO Rule 6 (revised July 1, 1986) clarifies allowable expenses with respect to automobile rental for official City business travel. The City does not authorize nor reimburse the expense of any insurance offered by the auto rental company, such as *Collision Damage Waiver, Personal Accident Insurance, Liability Insurance Supplement, Personal Effects Coverage, Supplemental Liability Protection*, etc. in connection with a rented vehicle.

The City self-insures its liability for automobile damage caused by employees on official business and the Workers’ Compensation program covers injuries sustained by employees in the course of employment, which includes official travel.

For evidence of self-insurance, City employees may contact Risk Management and Safety Division at 213/978-RISK. Claim forms and instructions may be obtained at the City Clerk’s website: [http://www.lacity.org/clk/cps/claims for damages.pdf](http://www.lacity.org/clk/cps/claims for damages.pdf) or at the Office of the City Clerk, 200 N. Spring Street, Room 395, Los Angeles, CA 90012, 213/978-1133.

**Personal Automobile**

The use of a personal automobile is not an option to be exercised solely at the discretion of the traveler, but an alternative mode of transportation that must be authorized by the Department Head in advance of travel and pre-approved by the Controller’s Office. When possible travelers should use a City vehicle for local travel.
Expenditures - Travel

In accordance with Administrative Code Section 4.242.3(a) 2, reimbursement shall be in conformity with the mileage provisions of the Administrative Code (Division 4, Chapter 5, Article 2) and the costs of the common airline at the class normally used by the particular individual concerned, but in no instance to exceed tourist or air coach fare, whichever is less. Since this reimbursement is in lieu of all transportation expenses incurred by the traveler, additional claims for repairs, replacements, towage, gasoline and the like, are not reimbursable. Parking charges are allowed when utilizing a personal vehicle. (Revised 7-15-03)

A personal vehicle may be used for local travel when the cost of using a personal vehicle is less than the going airfare (not to exceed tourist or air coach fare), and proof of insurance has been submitted.

Administrative Code Section 4.232 requires employees authorized to receive mileage reimbursement, to maintain a specified minimum level of vehicle liability insurance. The cost of such insurance shall be borne by the employee authorized to use the vehicle. The current minimum limits of liability insurance required are:

- $25,000 in the case of injury to or death of one person,
- $50,000 in the case of injury to or death of more than one person,
- $5,000 of property damage, in an accident.

Employees must submit an original or a signed copy of Certificate of Insurance or other documentation acceptable to the City Attorney, to their respective Department Head as proof of compliance.

It is the department’s responsibility to ensure that the following requirements are adhered to:

1. a) That the employee maintains the specified level of vehicle liability insurance coverage;
   b) That the coverage limits are current and in force, and
   c) That the insurance is provided through a California-licensed agency or brokerage of a domestic (USA) company.

2. Ensure that the employee submits a new certificate (or similar documentation acceptable to the City Attorney) upon renewal of their policy.

3. Retain the certificate on file, as long as the employee is eligible for mileage reimbursement.

The City Attorney’s Office, Bonds and Insurance, should be contacted for questions on vehicle insurance requirements, telephone: 213/978-1095, 978-1096, 978-1097.

(Revised 7-15-03)

Reimbursement for use of a personal automobile will be payable to only one employee when traveling together with other employees on the same trip and in the same vehicle.
Mileage must be clearly stated in the PES. Mileage cannot be both reimbursed through a PES and an employee’s monthly mileage reimbursement statement or vehicle allowance. 
(Revised 7-15-03)

Mileage is reimbursed at a cents-per-mile rate in accordance with an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. CAO certifies to the Controller the appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls. The current rate is $0.36 per mile, effective January 1, 2003 (Revised 4/30/03).

Note: When an employee does not have the required vehicle liability coverage, the employee must use a City vehicle subject to approval of the Department Head or designee (for local travel).

Instances of automobile rental or personal vehicle usage, a Travelocity printout of the available flight options (not to exceed tourist or coach fare) must accompany the TL for comparison and to justify the use of the personal vehicle. 
(Revised 7-15-03)

Meals and Lodging

Administrative Code Section 4.242.3(b) states that, in the selection of restaurants and hotel rooms, it is expected that individuals will seek moderately priced establishments of acceptable quality. It is expected that the individual will exercise mature judgement and that due consideration will be given to reasonableness of cost as well as suitability and convenience, and the nature of business involved.

Meals
Administrative Code Section 4.242.3(b) 2 states that expenses incurred by the traveler for food and beverage served at meals, scheduled receptions or other functions necessary for the conduct of City business are allowable to a maximum of three meals a day. The total daily cost for three meals must be reasonable; including snacks and gratuities (not to exceed 15%) limited to $45. On a dollar level, all charges in excess of $25 per meal per person are subject to close review and justification, and those amounts over $45 will be approved in the most extraordinary cases.

Take note that credit card receipts do not include the appropriate information necessary to substantiate (e.g., indicating a single hotel charge of $150) a business expense. Without “sufficient evidence corroborating the taxpayer’s own statement” (IRC Section 274), the expenses are not adequately substantiated (see RECEIPTS, of this Section for guidelines and examples of what constitutes an acceptable receipt). 
(Revised 7/15/03)

Lodging
Administrative Code Section 4.242.3(b)1 states that the traveler must consider transportation costs, time and other relevant factors in selecting the most economical and practical accommodations. It is not, however, intended to preclude the traveler from staying in a hotel where the meeting or convention to be attended is held. The traveler
who shares a hotel room with one or more family members will be reimbursed only at the single occupancy rate for that room.

Administrative Code Section 4.242.3(b) 2 states that expenses for persons other than an employee must be certified by the Department Head as expenditures for a public purpose and necessary for the conduct of City business. The traveler must disclose the names and organizations of the persons hosted and the nature of the City business discussed. Meals for spouses are not allowed, unless it is in conjunction with a formal City event by invitation and where other spouses are expected to attend. All charges, regardless of the amount, must be justified. Meals with liquor consumption while hosting other guests for City business purposes are limited to a maximum of 2 drinks per person. Drinks involving only City employees are not allowed.

Laundry Service

Laundry service, including dry cleaning, is allowable when warranted by the duration of the trip, traveling conditions or other special circumstances.

Telephone Calls

City business-related telephone calls are allowed. For personal telephone calls, Administrative Code Section 4.242.3(g) allows one call to the employee’s immediate family in the locale of the residence of the employee. If travel is in excess of three days, one such call is permitted for each successive three days thereafter. Ten minutes per call is considered reasonable.

It is recommended that departments purchase pre-paid phone cards, especially for travelers on extended trips, for use in both business-related and personal telephone calls. Use of phone cards will minimize hotel phone charges and achieve cost efficiency. Phone cards must be returned to the department at the conclusion of travel. (Revised 7-15-03)

Gratuities

Administrative Code Section 4.242.3(h) allows gratuities not exceeding 15%, where reasonable and customary. Tips for waiters, porters, bell hops, taxicab and other service personnel are allowed at the reasonable customary rate, not to exceed 15%.

Interrupted and Indirect Travel

Where there is an interruption or deviation from the direct travel route, whether for the traveler’s personal leave or convenience, expenses allowable will not exceed those that would have been incurred for uninterrupted travel utilizing the usual route.

If the traveler becomes sick or injured during travel, the traveler’s first responsibility is to seek competent medical attention. When able, the traveler notifies their department, who will then notify the City’s Workers’ Compensation Section. Even if the injury is not serious and treatment can wait until the traveler returns, traveler should still notify the department, who will also notify Workers’ Compensation.
Expenses in Excess of Authority

Travel expenses are subject to the City department's budget limitations. Individual dollar amounts identified for specific conventions or conferences in the department's approved travel budget schedule represent limitations that cannot be exceeded without approval of the CAO. This schedule is developed at the beginning of each fiscal year and is based on information available at that time. Circumstances, however, may arise prior to the scheduled date of any particular trip, which may result in increased dollar requirements for the trip, e.g., the duration of the program may be extended, etc. Under these conditions, it may become necessary to obtain an increase in the amount originally approved, prior to the initiation of travel. Once approved, travel procedures, e.g., obtaining a Travel Authority and the filing of a Personal Expense Statement, proceed as normal.

Example:

Reimbursement for additional expenses incurred in connection with a convention of the GFOA at Vancouver, Canada, on May 3 and 4, 2003:

Total Expenses .................................................. $702.85
Less amount advanced by
Demand No. 123456, April 28, 2003 ......................... $650.00
Amount now due .................................................. $ 52.85

Additional expenses for "Business Trips" (as opposed to conferences and conventions) only require Department Head approval, since limitations established in the budget are in lump sum only and not by individual trip. If an adjustment is necessary to increase the original Travel Authority, the department must submit the Travel Authority to modify-increase. The Personal Expense Statement must be supplemented with the summary as described above.

For PV preparation of reimbursements, see Section 1.4.4 (Payment Vouchers) of this Manual. Revised 7/15/03

Personal Expense Statement

In accordance with Administrative Code Section 4.242.7, all expenses for which reimbursement is being claimed must be listed on the Personal Expense Statement, Form Gen. 16 (http://ctr.ci.la.ca.us/forms.htm) and submitted to the Controller within thirty (30) calendar days of the conclusion of the trip. It must be signed by the traveler and approved by the Department Head. The form must also reference a travel authority number, name of traveler, destination and date of trip. Although not required for expenses under $25, travelers should maintain receipts for these expenses until the PES is closed. The Controller’s Office reserves the right to request all receipts for review and examination. Revised 7/15/03

Personal Expense statements must reflect actual expenses. The Administrative Code Section 4.242.2 (f) allows payment for “costs incurred which are paid for by the City or which are paid for by the employee or elected official”, not estimated expenses.
Samples of acceptable and unacceptable statements are included in Exhibit 5-A (see Appendix A).

Administrative Code Section 4.242.75 requires employees to submit:

☐ A written report to his or her appointing authority summarizing the nature and purpose of the travel, or describing the convention and significant information gained, and the benefits that accrue to the City, as a result.

A copy of this report must be submitted with the Personal Expense Statement, to the Controller’s Office within thirty (30) calendar days, of completion of travel. Elected officials are exempt from this requirement.

Personal Expense Statements not submitted within the 30-day timeframe will be documented in a written memo to the Department Head for action.

Travelers that charge their travel expenses to an annual Travel Authority are required to submit their PES thirty (30) calendar days after the end of the fiscal year. A new annual travel expense amount cannot be provided until the prior year travel advance has been resolved.

Repetitive non-submission of Personal Expense Statements will subject the employee to a suspension of future travel advances.

Note: Employee reimbursement for travel expenses incurred by a City vendor (City Contractor) must be detailed in the vendor’s contract or agreement, and adhere to the Controller's travel policies and guidelines, including coach or tourist class fare only (no business class or first class fare), City per diem limits, no alcoholic beverages, the least expensive car rental, if necessary, etc.

Receipts

Original receipts or “customer’s copy” of receipts (e.g., carbon copy of an original receipt) shall be provided for transportation costs, lodging, and for any single item of expenditure $25 and over. Receipts for expenditures under $25 must be maintained for Controller’s inspection. The Controller’s Office reserves the right to request receipts for all expenditures, regardless of the amount. Receipts must be retained until the PES is closed.

Receipts must meet all guidelines, including the name and location where the expense was incurred, number of people served, date incurred, amount and description of each expense.

If a receipt is missing, efforts must be made to obtain a duplicate receipt or provide a credit card statement reflecting the charge (if unavailable, a memo detailing the circumstances with the supervisor’s signature must be submitted). Items appearing under “Description of Expense” (Personal Expense Statement guidelines) must also meet any requirements as stated previously and in accordance with the Administrative Code. All receipts must be originals.
The PES and receipts must be submitted to the Controller, and become part of the Controller's Office official travel records and the official property of the City of Los Angeles. (Revised 7-15-03)

Receipts should be legible, and if smaller than 8-1/2 x 11, attached to paper that size, to avoid misplacement or loss of the receipts.

IRS requires documentary evidence of all travel expenses, such as hotel and restaurant receipts. Credit card receipts (e.g., indicating a single hotel charge of $150) alone are not adequate substantiation of business expenses. Without "sufficient evidence corroborating the taxpayer's own statement" (IRC Section 274), the expenses are not adequately substantiated. (Revised 7-15-03)

Example:

A hotel receipt is enough to support expenses for business travel if it has all of the following information:

1. The name and location of the hotel.
2. The dates you stayed there.
3. Separate amounts for charges such as lodging, meals, and telephone calls.

A restaurant receipt is enough to prove an expense for a business meal if it has all of the following information:

1. The name and location of the restaurant.
2. The number of people served (if more than one person served, the Controller’s Office requires an explanation/justification for the expense and the names, titles, or other designations of the individuals and the business relationship).
3. The date and amount of each expense (item).
4. Description of each expense. (Revised 7-15-03)

Personal Expense Statement Guidelines

The following are guidelines for completing the Personal Expense Statement. Questions regarding the guidelines or items not covered by the guidelines should be referred to the department's assigned Controller Demand Audit liaison. (Revised 7-15-03)

Description of Expense  Acceptable Documentation

Airfare  Airfare receipt (such as the “Passenger Ticket”, invoice, itinerary, “electronic ticket” or confirmation notice) or other documentation reflecting the dates of travel.
Expenditures - Travel

Proof of payment, when *reimbursable*, such as credit card receipt or statement. In the case of an “e-ticket” (electronic ticket), a screen print of the confirmation notice indicating payment by credit card is acceptable.

**Personal Automobile**

When used in lieu of airfare, the number of miles at the current mileage rate is reflected in the Miscellaneous column. Total costs may *not* exceed the costs of the common airline carrier at the class normally used by the particular individual concerned (but in no instance to exceed tourist or air coach fare).

**Registration**

*Original or copy of the registration form*, reflecting form of payment.

**Lodging**

*Hotel/motel invoice* reflecting zero balance, or that the balance is subject to credit card payment (i.e., in the cases of “express check-out”, where the hotel expenses will automatically be applied to the traveler’s credit card).

When lodging rates for other than the traveler are charged, provide single occupancy rate documented on hotel/motel letterhead.

**Meals**

*Daily allowance for 3 meals is $45*, including snacks and gratuities (not to exceed 15%).

Receipts* for expenditures under $25 must be kept for **Controller’s inspection, should the need arise**. However, for **items $25 or more**, receipts must be submitted.  
(Revised 7-15-03)

Daily total expenses for meals must not exceed the daily rate meal guidelines herein and per diem requirements.

Receipts for meals for other than the traveler must include the guest(s) names and affiliated organizations and a statement of the event attended or sponsored and business discussed.

**Telephone**

Hotel invoice and on a separate attachment, *detailing* the name(s) of persons called, title(s), the affiliated department or business, and subjects discussed.

**Ground Transportation**

Receipts* for all items are *to be retained*; however, for **items $25 or more**, receipts must be submitted, and include details as to the origin and destination for each charge.
Laundry
Receipts* for all items are to be retained; however, for items $25 or more, receipts must be submitted and justified. (Revised 7-15-03)

Other
Other expenses are allowable where deemed necessary in the conduct of City business. The expenses require review and certification by the Department Head as reasonable and proper and incurred in pursuit of City business. Details of the charges must be included in the Personal Expense Statement.

Take note that credit card receipts do not include the appropriate information necessary to substantiate (e.g., indicating a single hotel charge of $150) a business expense.

*Receipts must meet all guidelines, including the name and location where the expense was incurred, number of people served, date incurred, amount and description of each expense (see RECEIPTS, of this Section for guidelines and examples of what constitutes an acceptable receipt). (Revised 7-15-03)

Refund on Travel Advances

Departments are responsible for depositing any refund check immediately upon receipt to the City on travel advances by preparing a Cash Receipt (CR) and submitting it together with the refund check to the Treasurer’s Office. Attach a copy of the Cash Receipt with the Treasurer’s Office stamp (or other Treasurer’s Office verification) to the Personal Expense Statement. City departments should contact the Treasurer’s Office regarding questions on usage and processing of the CR document.

In completing the Cash Receipt:

✓ The “Fund Number”, “Appropriation Account Number” and “Object Number” must be the same as used for the travel advance.

✓ The “Provider Code” should be a miscellaneous vendor code for employee travel, e.g., 99999992601.

✓ The “Description” must include the complete name of the traveler followed by the demand number of the travel advance.

✓ Reference the Travel Authority number under “Reference Authority”.

For a sample CR document and instructions for completion, City departments may refer to the FMIS Users Handbook (see Appendix B) in the Controller’s Intranet web site (http://ctr.ci.la.ca.us/documents/cash_receipt.pdf) or by contacting the Treasurer’s Office.
Exhibit I-4

### TABLE II

**TRAVEL ALLOWANCES - AIR FARE AND PER DIEM**

Departments may use web-based travel agencies, such as Travelocity, to estimate air fares for 2006-07 and 2007-08. Airfares should be based on a round trip flight, coach class, unrestricted ticket, between Los Angeles and the destination city. Where possible, economy, excursion or other special fares are to be used.

Council policy (C.F. 82-0944) requires that advances and reimbursements for per diem associated with City travel shall not exceed the per diem limits expressed herein, except for conferences and legislative activities. Interim travel requests for Fiscal Year 2006-07 are not to exceed the per diem ceilings established herein for the same fiscal year.

**Per diem en route - $33 per day for 2006-07 and 2007-08.** Except for trips with multiple destinations, the maximum budgeted for en route expenditures in 2006-07 will be $55 per trip.

**Per diem at destination - $189 per day for 2006-07 and 2007-08.** To compute the allowed per diem, multiply the appropriate per diem base by the per diem index listed below for the destination.

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Exhibit I-4

TABLE II

TRAVEL ALLOWANCES - AIR FARE AND PER DIEM

Departments may use web-based travel agencies, such as Travelocity, to estimate air fares for 2007-08 and 2008-09. Airfares should be based on a round trip flight, coach class, unrestricted ticket, between Los Angeles and the destination city. Where possible, economy, excursion or other special fares are to be used.

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November 2007  2 of 3
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Department: Public Works Bureau of Engineering

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**CERTIFICATION**

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

A. I am a person or entity that is applying for a contract with the City of Los Angeles.

B. The contract for which I am applying is an agreement for one of the following:

1. The performance of work or service to the City or the public;
2. The provision of goods, equipment, materials, or supplies;
3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
   a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      ii. Could be provided by City employees if the awarding authority had the resources; or
      iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
   b. I am not eligible for exemption from the City’s living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).

C. The value and duration of the contract for which I am applying is one of the following:

1. For goods or services contracts—a value of more than $25,000 and a term of at least three months;
2. For financial assistance contracts—a value of at least $100,000 and a term of any duration; or
3. For construction contracts, public leases, or licenses—any value and duration.

D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: 4/26/11
Signature:  

Name: Steve Dubnewych
Title: Vice President

*Under Los Angeles Municipal Code § 48.09(d), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.*
### Prime and Subconsultant Information

**EXHIBIT K**

**Information to be completed by the ENGINEER**

<table>
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<tr>
<th>Contract #</th>
<th>Task Order</th>
<th>Contract or Task Order Title</th>
<th>Contract or Task Order Description</th>
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<th>Task Order Notice to Proceed Date</th>
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**Information to be completed by the CONSULTANT**

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<tr>
<th>Type of Consultant</th>
<th>Firm Name</th>
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<th>Web Site</th>
<th>Phone</th>
<th>Contact Role</th>
<th>First Name</th>
<th>Last Name</th>
<th>Title</th>
<th>Email</th>
<th>Business Development Coordinator</th>
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<th>Gender</th>
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<td>Prime</td>
<td>Jacobs Associates</td>
<td>500 W. Figueroa St., Suite 600</td>
<td>Los Angeles</td>
<td>CA</td>
<td>90057</td>
<td><a href="http://www.jacobs.com">www.jacobs.com</a></td>
<td>213-335-5700</td>
<td>Vice President</td>
<td>Steve</td>
<td>Dubrowych</td>
<td>Steve</td>
<td>Dubrowych</td>
<td>jacobs.com</td>
<td>8530</td>
<td>N/A</td>
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<tr>
<td>Sub</td>
<td>CHEM Hill</td>
<td>200 Mission Blvd., Suite 25</td>
<td>Los Angeles</td>
<td>CA</td>
<td>90017</td>
<td><a href="http://www.ch2m.com">www.ch2m.com</a></td>
<td>213-538-1388</td>
<td>Vice President</td>
<td>David</td>
<td>Jones</td>
<td>David</td>
<td>Jones</td>
<td>chemhill.com</td>
<td>8530</td>
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<td>Sub</td>
<td>Lee &amp; Ro, Inc.</td>
<td>1999 S. Fullerton Road</td>
<td>City of Industry</td>
<td>CA</td>
<td>91746</td>
<td><a href="http://www.lee-ro.com">www.lee-ro.com</a></td>
<td>626-912-3391</td>
<td>Donna</td>
<td>Smith</td>
<td>Donna</td>
<td>Smith</td>
<td><a href="mailto:donnasmith@lee-ro.com">donnasmith@lee-ro.com</a></td>
<td>8609</td>
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<td>EPC Consultants, Inc.</td>
<td>101 West Broadway</td>
<td>Suite 1450</td>
<td>San Diego</td>
<td>CA</td>
<td>92101</td>
<td><a href="http://www.epconsultants.com">www.epconsultants.com</a></td>
<td>619-478-7100</td>
<td>Michelle</td>
<td>Chavez</td>
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<td>Chavez</td>
<td><a href="mailto:michelle.chavez@epconsultants.com">michelle.chavez@epconsultants.com</a></td>
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<td>Sub</td>
<td>Dean Ryan Consultants &amp; Designers, Inc.</td>
<td>725 South Figueroa Street</td>
<td>Suite 3330</td>
<td>Los Angeles</td>
<td>CA</td>
<td>90017</td>
<td><a href="http://www.deanryan.com">www.deanryan.com</a></td>
<td>213-687-1130</td>
<td>Wanda</td>
<td>Martinez</td>
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<td><a href="mailto:wanda@deanryan.com">wanda@deanryan.com</a></td>
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<td>Value Management Institute</td>
<td>10202 Leafwood Place</td>
<td>San Diego</td>
<td>CA</td>
<td>92131</td>
<td><a href="http://www.value-management.com">www.value-management.com</a></td>
<td>619-271-3030</td>
<td>George</td>
<td>Bartolomei</td>
<td>George</td>
<td>Bartolomei</td>
<td><a href="mailto:georgebartolomei@sbcglobal.net">georgebartolomei@sbcglobal.net</a></td>
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<td>Valdez &amp; Perez Marketing &amp; Public Relations</td>
<td>1605 Hope Street, Suite 250</td>
<td>San Francisco</td>
<td>CA</td>
<td>94103</td>
<td><a href="http://www.vmpmarketing.com">www.vmpmarketing.com</a></td>
<td>626-403-3200</td>
<td>Maricela</td>
<td>Cueva</td>
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<td><a href="mailto:maricela@vmpmarketing.com">maricela@vmpmarketing.com</a></td>
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<td>Larry Heller Construction Management</td>
<td>820 21st Street</td>
<td>Hermosa Beach</td>
<td>CA</td>
<td>90254</td>
<td><a href="http://www.larryheller.com">www.larryheller.com</a></td>
<td>310-561-5244</td>
<td>Larry</td>
<td>Heller</td>
<td>Larry</td>
<td>Heller</td>
<td><a href="mailto:larryheller@larryheller.com">larryheller@larryheller.com</a></td>
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<td>13800 Inglewood Avenue</td>
<td>Hawthorne</td>
<td>CA</td>
<td>90250</td>
<td><a href="http://www.baa.com">www.baa.com</a></td>
<td>310-679-6244</td>
<td>Lisa</td>
<td>Martinez</td>
<td>Lisa</td>
<td>Martinez</td>
<td><a href="mailto:lamartinez@baa.com">lamartinez@baa.com</a></td>
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<td>340 E. Commonwealth Ave</td>
<td>Fullerton</td>
<td>CA</td>
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<td><a href="http://www.marrsincorporated.com">www.marrsincorporated.com</a></td>
<td>714-713-8033</td>
<td>Rubina</td>
<td>Chaudhary</td>
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<td>Chaudhary</td>
<td><a href="mailto:rubina@marrsincorporated.com">rubina@marrsincorporated.com</a></td>
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<td>Los Angeles</td>
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<td>Kennard Development Group, dba KDG &amp; Construction Consulting</td>
<td>520 N Central Ave, Suite 715</td>
<td>Glendale CA 91203</td>
<td>818-241-6800</td>
<td>Reggie Wright</td>
<td>Reggie Wright</td>
<td><a href="mailto:Wright@kdg.net">Wright@kdg.net</a></td>
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<td>6151 W. Century Blvd, Suite 1500</td>
<td>Los Angeles CA 90045</td>
<td>310-988-1080</td>
<td>Lydia Anderson</td>
<td>Lydia Anderson</td>
<td><a href="mailto:Sanderson@basearchitecture.com">Sanderson@basearchitecture.com</a></td>
<td>310-988-1085</td>
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<td>Santa Ana CA 92701</td>
<td>714-245-2920</td>
<td>V.R. Nadeswaran</td>
<td>V.R. Nadeswaran</td>
<td><a href="mailto:Nadeswaran@diazconsultants.com">Nadeswaran@diazconsultants.com</a></td>
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<td>16933 Parthenia Street, Suite 100</td>
<td>Northridge CA 91340</td>
<td>818-992-6565</td>
<td>Nancy Goetting</td>
<td>Nancy Goetting</td>
<td><a href="mailto:Nancy@washinc.com">Nancy@washinc.com</a></td>
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<td>Long Beach CA 90806</td>
<td>562-495-6777</td>
<td>David Schack</td>
<td>David Schack</td>
<td>David Schack@david <a href="mailto:schack@albe_ambient.com">schack@albe_ambient.com</a></td>
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<td>Anaheim CA 92806</td>
<td>714-385-2605</td>
<td>Jason Pierce</td>
<td>Jason Pierce</td>
<td><a href="mailto:Pierce@cwecorp.com">Pierce@cwecorp.com</a></td>
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<td>End &amp; Company</td>
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<td>Davis CA 95616</td>
<td>530-758-2100</td>
<td>Chris Harris</td>
<td>Chris Harris</td>
<td>Chris <a href="mailto:Harris@christianassociates.com">Harris@christianassociates.com</a></td>
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M = Male  
F = Female  
AA = African American  
APA = Asian Pacific American  
C = Caucasian  
HA = Hispanic American  
SAA = Subcontinent Asian American  
WBE = Women Business Enterprise  
MBE = Minority Business Enterprise  
DBE = Disadvantaged Business Ent  
OBE = Other Business Enterprise