COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 MAY 17, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

May 17, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

DEPARTMENT OF PARKS AND RECREATION:
AS-NEEDED PLANNING, ENVIRONMENTAL AND
ARCHITECTURAL/ENGINEERING CONSULTING SERVICES
(ALL DISTRICTS) (3 VOTES)

SUBJECT

Approval of this action will allow the Department of Parks and Recreation to replace existing Board-approved as-needed environmental consultant services agreements with new as-needed agreements for planning, environmental and architectural/engineering services for a more comprehensive scope of services than found in the existing agreements.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are not subject to the California Environmental Quality Act (CEQA) in that the actions do not meet the definition of a project according to Section 15378 (b) (4) (5) of the State CEQA Guidelines because the actions are administrative activities for government grants which by their terms do not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.

2. Award and authorize the Director of Parks and Recreation (Director) or his designee to execute consultant services agreements in substantially similar form as that attached, after approval as to form by County Counsel, with Design, Community and Environment; Post Buckley, Schuh & Jernigan, Inc., dba PBS&J; RBF Consulting; RJM Design Group, Inc.; Sapphos Environmental Inc.; and Withers and Sandgren LTD for a not to exceed fee of $1,000,000 annually, to provide as-needed planning, environmental and architectural/engineering services for various County projects for a three-year term with two, one-year extensions; provided however, that the expiration date of the contracts is subject to the following condition: Where services for a given project have been

authorized, but are not completed prior to the stated expiration date, the expiration date of the agreements is extended to allow for completion of such services. These agreements will become effective within sixty days of your Board's award of the agreements. When consultant services are required, a separate scope of work and notice to proceed will be negotiated and authorized for each project within agreement limitations.

3. Delegate authority to the Director to approve and execute amendments with no increase in the original contract amount related to these agreements for as-needed planning, environmental and architectural/engineering services and delegate authority to the Director to exercise the two 1-year renewal options.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will provide the Department of Parks and Recreation (Department) with access to planning, environmental, and architectural/engineering as-needed consultant services in support of the Department's various projects such as the Northwest San Fernando Valley Trails Planning Project, the Fifth District Trails Mapping Project, the planning and design for Whittier Narrows Equestrian Center Renovation, technical studies for the Arboretum Deferred Maintenance Project–Ayres Hall Renovation, Sound monitoring at the Hollywood Bowl, and an environmental document for Lakewood Golf Course. There is also need for appropriation for various environmental studies and regulatory permits as required by the CEQA and the National Environmental Policy Act as well as hazardous materials assessment for acquisition of new parkland which would be funded on an as-needed basis.

Also, to streamline the process of consultant selection for the Los Angeles County Regional Park and Open Space District (RPOSD), the Department collaborated with RPOSD and incorporated their need for consultant services into the Request for Proposals. RPOSD has the need for consultant services for various real estate services, grants administration-related issues and environmental services. The RPOSD will pay for any consultant services they use under the agreement.

EXISTING AGREEMENTS

On September 5, 2000, your Board approved four agreements for the provision of environmental services. On June 15, 2004, your Board approved month-to-month extensions for all four agreements in anticipation of a County-wide, As-Needed Planning and Environmental Consultant Program (Program) that was to be developed by the Chief Executive Office (CEO). The Program was not developed as anticipated; therefore, the Department initiated a Request For Proposals (RFP) through the Department of Public Works (Public Works) for planning, environmental and architectural/engineering services which is a more comprehensive scope of services than the existing agreements. These existing agreements will terminate when fully executed new agreements are in place.

NEW AGREEMENTS

On behalf of the Department, Public Works conducted the competitive solicitation process for new consultants. On November 4, 2010, Public Works issued an RFP to 125 firms and advertised the contracting opportunity on the "Doing Business with Us" website. The recommended agreements are with the consulting firms that have been determined to be best qualified to provide the required services based on the evaluation of proposals received by December 1, 2010, from 24 firms.

The Department has negotiated a not-to-exceed fee of $1,000,000 each with Design, Community and Environment; Post Buckley, Schuh & Jernigan, Inc., dba PBS & J; RBF Consulting; RJM Design Group, Inc.; Sapphos Environmental Inc.; and Withers and Sandgren LTD, for a total not-to-exceed aggregate amount of $6,000,000 annually.

To ensure the availability of sufficient environmental consulting services to complete active projects, the new contracts are drafted to provide that the expiration date of the new agreements is subject to the following condition: where services for a given project have been authorized, but are not completed prior to the stated expiration date, the expiration date of the agreement is extended to allow for completion of such services. This contract provision does not provide for an increase in the contract amounts. This action will allow the active projects to continue without interruption of service.

These agreements will become effective within sixty days of your Board's award of the agreements. When consultant services are required, a separate scope of work and notice to proceed will be negotiated and authorized for each project within agreement limitations.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Organizational Effectiveness (Goal 3) by increasing our ability to provide efficient and high-quality public service. The use of as-needed consultant services agreements will enable the Department to better manage fluctuations in workload and thereby continue to provide responsive services to the public.

FISCAL IMPACT/FINANCING

No impact on the County's General Fund is expected from the recommended action. The recommended consultant services will be funded from project budgets and expended as the individual projects are approved by your Board. The RPOSD will pay for any consultant services they use under the agreement.

OPERATING BUDGET IMPACT

Based on the recommended action, the Department does not anticipate any additional operating costs. Any costs resulting from these consultant services agreements will be entirely funded from project budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard consultant services agreement will be approved as to form by County Counsel prior to execution. The agreement will be in compliance with the Chief Executive Officer's and your Board's requirements. The agreements contain provisions for annual cost-of-living increases.

Award of the agreements will be in full compliance with Federal, State, and County regulations. The agreements will contain terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN/GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal

Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; and the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

ENVIRONMENTAL DOCUMENTATION

The proposed activity is not a project pursuant to CEQA because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. The proposed actions are an administrative activity of the government, which will not result in direct or indirect changes to the environment.

As projects are developed, the Department will return to your Board with the appropriate environmental documentation for your consideration.

CONTRACTING PROCESS

On November 4, 2010, Public Works advertised and issued an RFP to 125 firms for as-needed planning, environmental and architectural/engineering services to assist the Department in the production of planning, environmental and architectural/engineering services.

As requested by your Board on February 3, 1998, this contract opportunity was listed on the Doing Business with Us website. A copy of the website posting is enclosed for your reference (Attachment I).

On December 1, 2010, 24 firms submitted proposals. An evaluation committee, composed of staff from the Department assessed the proposers' qualifications. The selected firms represent the best-qualified firms to provide the required services based upon their proposed organizational structure, support resources, technical and administrative expertise, experience, and proposed work plan. The firms were selected without regard to race, creed, color, or gender. We recommend awarding a contract to each of the following firms: Design, Community and Environment; Post Buckley, Schuh & Jernigan, Inc., dba PBS & J; RBF Consulting; RJM Design Group, Inc.; Sapphos Environmental Inc.; and Withers and Sandgren LTD to provide as-needed planning, environmental and architectural/engineering services.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended agreements as these agreements are for non-Proposition A services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Authorizing consultant services agreements with Design, Community and Environment; Post Buckley, Schuh & Jernigan, Inc., dba PBS & J; RBF Consulting; RJM Design Group, Inc.; Sapphos Environmental Inc.; and Withers and Sandgren LTD, will allow the Department to provide planning, environmental and architectural/engineering services through as-needed consultant services agreements to better manage fluctuations in workload and thereby continue to provide responsive services to the public.

The recommended action will have no impact on County services or projects.

CONCLUSION

Upon approval by your Board, please instruct the Executive Office Clerk of the Board, to forward one adopted copy of this letter to the Department of Parks and Recreation.

Respectfully submitted,

RUSS GUINEY
Director

RG:NEG:jr

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Attachment I

Bid Detail Information

Bid Number : ANPR2010
Bid Title : AS-NEEDED PLANNING, ENVIRONMENTAL AND A/E CONSULTANT SERVICES FOR PARKS AND RECREATION
Bid Type : Service
Department : Public Works
Commodity : CONSULTING SERVICES - LANDSCAPING
Open Date : 11/4/2010
Closing Date : 12/1/2010 3:00 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : Public Works is requesting on behalf of the Department of Parks and Recreation proposals from qualified firms to provide as-needed planning, environmental, and architectural/engineering consultant services for various projects. The objective is to select up to five firms to provide the requested services. For copies of the RFP, e-mail kgandara@dpw.lacounty.gov
Contact Name : Kathleen Gandara
Contact Phone# : (626) 458-2566
Contact Email : kgandara@dpw.lacounty.gov
Last Changed On : 11/4/2010 5:22:09 PM

Back to Last Window

SAMPLE AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this _____ day of_____, 2011.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as COUNTY,

AND

(NAME OF CONSULTANT),
hereinafter referred to as Consultant,

COUNTY has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide as-needed planning, environmental and architectural/engineering consultant support services for various projects within Los Angeles County for compliance with County and State code and regulations and the California Environmental Quality Act (CEQA) and or National Environmental Policy Act (NEPA) and for support in the development of planning programs and/or documents. Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

COUNTY means either COUNTY; COUNTY, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in Attachment A and Attachment B. No work shall commence on this contract until it has been fully executed by the COUNTY. COUNTY does not guarantee or promise that any work will be assigned to Consultant under this contract until a Notice to Proceed has been fully executed by the COUNTY.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to COUNTY of the services described in Article 2 above, including receipt and acceptance of such work by Director of the COUNTY of Los Angeles Department of Parks and Recreation (hereinafter called Director), COUNTY agrees to pay Consultant a maximum not to exceed fee of One Million Dollars annually ($1,000,000).

COUNTY shall compensate Consultant as follows:

a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director or his designee, as stated in the Attachment C, up to a maximum of $1,000,000 annually. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.

b. Supplemental Consultant Services may be required at COUNTY'S discretion, upon prior written authorization by Director, and will be based on Consultant's fee schedule on file with Director.

c. If Cost of Living Adjustments (COLA) are provided in Attachment C, COUNTY shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to COUNTY employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange COUNTY, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this CONTRACT to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the CONTRACT period which coincides with that fiscal year. In the event that budget reductions occur in any fiscal year covered by this AGREEMENT that may cause COUNTY to consider terminating this AGREEMENT, the COUNTY may attempt to renegotiate the terms of this AGREEMENT to reduce the cost thereof in lieu of termination under the termination provisions of the CONTRACT.

d. All funds for payment of services rendered after June 30 of the current fiscal year (July 1 – June 30) are subject to COUNTY'S legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for Consultant's performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of Supervisors appropriates funds for this AGREEMENT in COUNTY'S budget for each future fiscal year, and in the event that funds are not appropriated for this AGREEMENT, this AGREEMENT shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify Consultant in writing of such non-appropriation of funds at the earliest possible date.

e. Consultant will not be required to perform services which will exceed the CONTRACT amount, scope of work, and CONTRACT dates without amendment to this AGREEMENT.

Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the CONTRACT amount stipulated without amendment to this AGREEMENT.

f. Consultant will notify COUNTY when CONTRACT amount has been incurred up to 75% of the CONTRACT total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. COUNTY'S Responsibility

COUNTY will make available drawings, specifications, and other records as available in COUNTY Department of Parks and Recreation's file. Notwithstanding the foregoing, COUNTY does not represent the accuracy of the content of said materials.

6. COUNTY'S Representative

Director or authorized representative shall represent COUNTY in all matters pertaining to the services to be rendered pursuant to this AGREEMENT.

7. Term and Termination

The term of this AGREEMENT shall commence on the date of the first Notice to Proceed its execution by the COUNTY, and unless otherwise modified, shall be valid for a 3-year period, with two 1-year renewal options, for a total possible contract period of 5 years. Where services for a given project have been started but are not completed prior to the stated expiration date, the expiration date of the agreements is extended to allow for completion of such services. This is to ensure that there is no loss of continuity of services. COUNTY may, at its sole option and discretion, cancel or terminate this AGREEMENT, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to Consultant. Consultant shall be paid the reasonable value of its services rendered. In the event of any such termination by COUNTY, Consultant shall provide to COUNTY a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by COUNTY.

8. Ownership of COUNTY Materials

a. Consultant and COUNTY agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this AGREEMENT and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, is and/or shall be the sole property of COUNTY (hereafter collectively, "COUNTY Materials"). Consultant hereby assigns and transfers to COUNTY all Consultant's right, title and interest in and to all such COUNTY Materials developed under this AGREEMENT.

Notwithstanding such COUNTY ownership in the COUNTY Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this CONTRACT. During and for a minimum of five years subsequent to the term of this CONTRACT, COUNTY shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers

and materials and the information contained therein.

b. Consultant shall execute all documents requested by COUNTY and shall perform all other acts requested by COUNTY to assign and transfer to, and vest in COUNTY, all Consultant's right, title and interest in and to the COUNTY Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this CONTRACT. COUNTY shall have the right to register all applicable copyrights, trademarks and patents in the name of the COUNTY of Los Angeles. Further, COUNTY shall have the right to assign, license, or otherwise transfer any and all COUNTY'S rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the COUNTY Materials.

c. Consultant represents and warrants that the COUNTY Materials prepared herein under this AGREEMENT, is the original work of Consultant and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the COUNTY Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the COUNTY Materials.

Consultant shall defend, indemnify and hold COUNTY harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from COUNTY'S use of COUNTY Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against COUNTY based on a claim that COUNTY Materials furnished hereunder by Consultant and used within the scope of this AGREEMENT infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by COUNTY. COUNTY will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

d. Consultant shall affix the following notice to all COUNTY Materials: "© Copyright 2011 (or such other appropriate date of first publication), COUNTY of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as COUNTY may direct.

e. COUNTY shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all

COUNTY Materials resulting from this AGREEMENT. COUNTY will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the COUNTY Materials.

f. If directed to do so by COUNTY, Consultant will place the COUNTY name and COUNTY logo on COUNTY Materials developed under this AGREEMENT. Consultant may not however, use the COUNTY name and COUNTY logo on any other materials prepared or developed by Consultant that falls outside the scope of this AGREEMENT.

9. Indemnification and Insurance

Two alternative Indemnification and Insurance Provisions are set forth in Attachments D and E of this AGREEMENT.

Consultant has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____ Alternative 2 _____

10. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles COUNTY Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and Federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its sub-consultants, bidders, and vendors without regard to or because of race, religion, ancestry, national origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by COUNTY.

Consultant specifically recognizes and agrees that if COUNTY finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of CONTRACT upon which COUNTY may determine to cancel, terminate, or suspend the CONTRACT. While COUNTY reserves the right to determine individually that the anti-discrimination provision of the CONTRACTS have been violated, in addition, a determination by the California Fair Employment Practices Commission or

the Federal Equal Employment Opportunity Commission that Consultant has violated state or Federal anti-discrimination laws shall constitute a finding by COUNTY that Consultant has violated the anti-discrimination provisions of the CONTRACT.

At its option, and in lieu of canceling, terminating, or suspending the CONTRACT, COUNTY may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars ($200) for each violation found and determined. COUNTY and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Contractor Status

This AGREEMENT is by and between COUNTY of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and Consultant.

Consultant understands and agrees that all persons furnishing services to COUNTY pursuant to this AGREEMENT are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of COUNTY.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this AGREEMENT.

12. COUNTY'S Quality Assurance Plan

COUNTY, or its agent, will evaluate Consultant's performance under this AGREEMENT on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all CONTRACT terms and performance standards. Consultant deficiencies which COUNTY determines are severe or continuing, and that may place performance of the AGREEMENT in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and Consultant. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this AGREEMENT or impose other penalties as specified in this AGREEMENT.

13. Assignment

This AGREEMENT shall not be assigned without the prior written consent of COUNTY. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any sub-consultant, which arises from this AGREEMENT or is concerning or connected with services performed pursuant to this AGREEMENT, shall be deemed to be in the courts of the State of California located in Los Angeles COUNTY, California.

15. Conflict of Interest

No COUNTY employee in a position to influence the award of this AGREEMENT or any competing AGREEMENT, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this AGREEMENT.

16. Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this AGREEMENT, either as a prime Consultant or sub-consultant, or as a Consultant to any other prime Consultant or sub-consultant. Any such involvement by Consultant shall result in the rejection by the COUNTY of the bid by the prime Consultant in question.

17. Lobbying

Consultant and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles COUNTY Code Section 2.160.010, retained by Consultant, shall fully comply with COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160. Failure on the part of Consultant or any COUNTY lobbyist or COUNTY lobbying firm retained by Consultant to fully comply with COUNTY Lobbyist Ordinance shall constitute a material breach of this CONTRACT, upon which COUNTY may immediately terminate or suspend this CONTRACT.

18. Gratuities

It is improper for any COUNTY officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the CONTRACT or that Consultant's failure to provide such consideration may negatively affect COUNTY'S consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the CONTRACT.

Consultant shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee, or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

19. Employment of Laid-Off COUNTY Employees

Should Consultant, or any sub-consultant performing more than $250,000 of the CONTRACT value, require additional or replacement personnel to perform services under this CONTRACT other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list.

20. Consultant's Warranty of Adherence to COUNTY'S Child Support Compliance Program

Consultant acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through CONTRACT are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting Consultant's duty under this CONTRACT to comply with all applicable provisions of law, Consultant warrants that it is now in

compliance and shall during the term of this CONTRACT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or DISTRICT Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this CONTRACT. Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure to cure such default within 90 days of notice by the Los Angeles COUNTY Child Support Services Department shall be grounds upon which COUNTY Board of Supervisors may terminate this CONTRACT.

21. Consultant's Acknowledgment of COUNTY'S Commitment to Child Support Enforcement

Consultant acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is COUNTY'S policy to encourage all COUNTY consultants to voluntarily post COUNTY'S L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Consultant's place of business. COUNTY'S DISTRICT Attorney will supply Consultant with the poster to be used.

22. Termination for Improper Consideration

COUNTY may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing the AGREEMENT or securing favorable treatment with respect to the award, amendment, or extension of the AGREEMENT or the making of any determinations with respect to Consultant's performance pursuant to the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of

cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

23. Consideration of GAIN/GROW Program Participants for Employment

Should Consultant require additional or replacement personnel after the effective date of this AGREEMENT, Consultant shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants by job category to Consultant.

24. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

25. Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

26. COUNTY Rights

The COUNTY may employ, either during or after performance of this CONTRACT, any right of recovery the COUNTY may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the COUNTY under this CONTRACT are in addition to any right or remedy provided by California law.

27. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless COUNTY, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which COUNTY

may be found jointly or solely liable.

28. Prevailing Wage Requirements

Consultant must comply with all applicable prevailing wage requirements. The subject project is a public work as defined in Section 1720 of the California Labor Code.

29. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless COUNTY, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

30. Consultant Responsibility and Debarment

a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the CONTRACT. It is the COUNTY'S policy to conduct business only with responsible consultants.

b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the Consultant on this or other CONTRACTS which indicates that the Consultant is not responsible, the COUNTY may, in addition to other remedies provided in the CONTRACT, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on COUNTY CONTRACTS for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing CONTRACTS the Consultant may have with the COUNTY.

c. The COUNTY may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a CONTRACT with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a CONTRACT with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

d. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

g. If the Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to sub-consultants of COUNTY Consultants.

31. Compliance with Jury Service Program

This CONTRACT is subject to provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code.

a. Unless Consultant has demonstrated to the COUNTY'S satisfaction either that Consultant is not a Consultant as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deducts from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, Consultant means a person, partnership, corporation or other entity which has a CONTRACT with the COUNTY or a subcontract with a COUNTY Consultant and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY CONTRACTS or subcontracts. Employee means any California resident who is a full - time employee of Consultant. Full- time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any sub-consultant to perform services for the COUNTY under the CONTRACT, the sub-consultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract AGREEMENT and a copy of the Jury Service Program shall be attached to the AGREEMENT.

c. If Consultant is not required to comply with the Jury Service Program when the CONTRACT commences, Consultant shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Consultant shall immediately notify COUNTY if Consultant at any time either comes within the Jury Service Program's definition of Consultant or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the CONTRACT and at its sole discretion, that Consultant demonstrate to the COUNTY'S satisfaction that Consultant either continues to remain outside the Jury Service Program's definition of Consultant and/or that Consultant continues to qualify for an exception to the Program.

d. Consultant's violation of this Section of the CONTRACT may constitute a material breach of the CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Consultant and/or bar Consultant from the award of future COUNTY CONTRACTS for a period of time consistent with the seriousness of the breach.

32. No Payment for Services Provided Following Expiration/Termination of AGREEMENT

Consultant shall have no claim against COUNTY for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this AGREEMENT. Where services for a given project have been started but are not completed prior to the stated expiration date of the AGREEMENT, the expiration date of the AGREEMENT is extended to allow for completion of such services and payment will be rendered for those services. Should Consultant receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this AGREEMENT shall not constitute a waiver of COUNTY'S right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this AGREEMENT.

33. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant shall notify and provide to its employees, and shall require each sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and how to safely surrender a baby. The fact sheet is set forth as Exhibit A and is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the COUNTY'S policy to encourage all COUNTY Consultants to voluntarily post the COUNTY'S, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The COUNTY'S Department of Children and Family Services will supply the Consultant with the poster to be used.

34. Consultant Assignment

a. Consultant shall not assign its rights or delegate its duties under the AGREEMENT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the AGREEMENT, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the AGREEMENT shall be deductible, at COUNTY'S sole discretion, against the claims which Consultant may have against COUNTY.

b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the AGREEMENT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this AGREEMENT.

c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the AGREEMENT which may result in the termination of the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

35. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

36. Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Defaulted Property Tax Reduction Program

Failure of contractor to maintain compliance with the requirements set forth in Article 35 "Contractor's Warranty of Compliance with COUNTY'S Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of contractor,

pursuant to County Code Chapter 2.206.

37. Notices

Any notice required or desired to be given pursuant to this AGREEMENT shall be given in writing and addressed as follows:

COUNTY	CONSULTANT
Department of Parks and Recreation Planning and Development Agency 510 S. Vermont Ave. Los Angeles, CA 90020 Phone: 213-351-5098 Fax: 213-639-3959	(INSERT CONTACT INFO)

The address for notice may be changed by giving notice pursuant to this paragraph.

38. Entire AGREEMENT

This CONTRACT constitutes the entire AGREEMENT between COUNTY and Consultant and may be modified only by further written AGREEMENT between the parties hereto.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Parks and Recreation, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

By_____
Russ Guiney, Director
Department of Parks and Recreation

By_____
Secretary

(NAME OF CONSULTANT)

By_____
President

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By_____
Jill M. Jones, Deputy County Counsel

Sample Consultant Agreement.doc

ATTACHMENT A
CONSULTANT SCOPE OF SERVICES

1.1 The consultant shall provide Planning, Environmental, and Architectural/ Engineering services consisting of all such services as are customarily rendered when providing professional services in these disciplines. The work assignments shall range from single tasks to responsibility for total projects involving all services as described herein. The work shall include, but is not limited to, any of the planning, environmental, and architectural/engineering tasks or combination of tasks enumerated below.

Planning Services

- Park Planning Services
- Feasibility Studies/Project Definition
- Community Outreach
- Program Development to Program Validation
- Conceptual Design
- Master Planning Services
- Trail Planning Services
- Land Acquisition Support Services

Environmental Services

- Regulatory Permitting
- CEQA, NEPA Studies and Compliance Services
- Cultural Resources Assessment and Nomination Services (to determine if archaeological, paleontological and/or historical resources are present on County park facilities and if resources qualify for listing on any local, state or national registers)
- Environmental (HAZMAT) Services (Phase 1 Environmental Site Assessments)

Architectural/ Engineering Services

- Cost Estimating
- Building Evaluations
- Design Services
- Construction Support Services
- General Engineering Services, including but not limited to:

a. Regulatory Permitting and Compliance Services
b. Lake and Water Quality Management Engineering Services
c. Urban Runoff and Stormwater Quality Engineering Services
d. Survey Work
e. Geotechnical Services

1.2 Provide a licensed Professional or Project Manager with a minimum of ten years of related work experience and training in any of the disciplines listed below as the primary project contact with the County. Individuals assigned under the licensed Professional or Project Manager must have a minimum of five years of related work experience in their related field. The County shall approve individuals assigned by the prime consultant firm. Consultant shall warrant that the individuals performing the required tasks will be available from any of the disciplines or combinations of disciplines enumerated below:

- Environmental Design
- Architecture
- Architecture with Equestrian Facility Planning and Design specialty
- Architecture with Historic Preservation specialty
- Landscape Architecture
- Swimming Pool Consulting Services with Specialty in Public Pools
- Community Outreach Services
- Multi-Use Trail Planning and Development
- Geotechnical Services
- Surveying Services
- GPS and GIS Mapping Services
- Interactive Web Site Development Services
- Off-Highway Vehicle (OHV) Planning and Development
- Mechanical engineering (HVAC and Plumbing)
- Structural Engineering
- Civil engineering
- Electrical Engineering
- Lake and Water Quality Management Engineering
- Urban Runoff and Stormwater Quality Engineering
- Cost Estimating Services
- Supplemental Specialized Technical Services
- LEED/Sustainability Consultant Services
- Specification Consultant Services
- Land Use Planning (Parks, Trails, Open Space) Services
- Environmental Studies
- Biologists
- Air Quality Specialists
- Noise Specialists

- Archaeologists
- Paleontologists
- Geologists
- Architectural Historian
- Transportation Specialists
- Transportation Engineers
- Real Estate Appraisal Services

1.3 When requested by the County Project Manager, perform supplemental technical services requiring specialized expertise, such as geotechnical, environmental, specialized sports activities (such as bowling greens), survey work, or any of the consultant services in Section 1.2 requiring the use of sub-consultants selected by the County. In addition, should consultant services be required that are not listed in Section 1.2, Consultant shall provide such sub-consultant (to be approved by County prior to start of sub-consultant's work). The Contract amount for the supplemental technical services may include a pass-through expense. The Contract amount allocated to these supplemental services is at the discretion of the County Project Manager.

1.4 Projects covered by this scope of work may require complete design of facilities, but many of the projects may only involve one or two disciplines. Some projects may only require the supplemental technical services described in Section 1.3, which should be considered as pass-through expenses with related administrative costs.

1.5 Perform all necessary liaison with Parks and Recreation, either by telephone, mail, or meeting at the office at 510 S. Vermont, Los Angeles, 90020, and perform all necessary rechecks to achieve conformance with County requirements.

1.6 The Consultant may be requested to visit project site(s), review shop drawings, work with other County employees and consultants, and perform other tasks pertaining to the planning, environmental and/or design process.

1.7 The Director or his designee shall have final decision authority over the results of the design and/or design review services performed by the Consultant and all work performed by the Consultant shall be to the satisfaction of Parks and Recreation.

1.8 The Consultant's work shall comply with the requirements of regulatory agencies and with the Construction Specifications Institute (CSI) as a guide when specifications are provided for County projects.

Execute all specifications using a computer with a minimum of Microsoft Word 2003 software program. Execute all cost estimating using a computer with a minimum of Excel software program. Execute all construction document plans and drawings using CADD format, either AutoCADD with a minimum of revision 2006 or Micro-Station V-8. The final format of document shall be determined on a project by project basis.

1.9 The Consultant shall be responsible and liable for the work performed by assigned staff and will bear full corporate responsibilities for the contracted work.

1.10 Design review shall include plan review by Parks and Recreation for technical completeness of design documents at Schematic Phase, Design Development Phase, and 50%, 75%, 90%, and 100% Construction Documents Phase.

1.11 Reports, responses to design review comment documents, and specification shall be prepared in Microsoft Word format and screened for clarity, grammar, and punctuation prior to submittal.

1.12 At the completion of design services, documents including as-built drawings shall be submitted on 2 sets of CD-ROM/DVD along with original hard copies. Three hard copies of all reports, drawings, specifications, and calculations shall be provided. All reports, drawings, calculations, and specification shall be wet stamped by a California licensed Engineer (Architect or Landscape Architect (if applicable).

1.13 All deliverables shall be forwarded to Parks and Recreation, Planning and Development Agency, Planning Division, 510 South Vermont, Room 201, Los Angeles, CA 90020.

ATTACHMENT B

SAMPLE CONSULTANT RESPONSIBILITIES

1. ARCHITECTURAL/ENGINEERING SERVICES

1.01 Basis of Design Report (BDR) – The Consultant shall prepare a Basis of Design Report (DBR) that shall be a part of each Design Phase Submittal. The purpose of the Basis of Design Report is to document the Consultant's understanding of, and compliance with, the program and design direction for the facility. The report shall provide a narrative history of each design phase – including compliance with (and any deviations from) the approved program and/or codes, ordinances, regulations and standards. The report shall be a "stand alone" document which clearly articulates the rationale and justification for the proposed design solutions.

The report shall contain, but not be limited to, sections for each of the disciplines used for each design phase. Each section of the report shall present:

- Design analyses and discussions of the alternative systems, equipment and materials that were identified as practical design solutions.
- The results of all analyses, investigations, economic and/or value engineering evaluations.
- The advantages and disadvantages of all recommended and discarded solutions.
- Justifications for any departure from County Standards or standards of the industry.
- Incorporation of all approved user requirements, equipment and materials.
- Recommended criteria and performance standards.
- General methods of construction.

All analyses shall be performed utilizing standard engineering practices and the County's established value engineering protocols and shall be identified – as will those which have been eliminated from further consideration.

Facility designs and the associated construction costs of County projects shall be consistent with comparable design and construction practices of the local construction industry.

1.02 The Consultant rendering professional services under this Agreement shall be duly licensed to practice under the appropriate laws of the State of California and shall be approved by Project Manager. During the design phases and unless otherwise specified, the Consultant shall provide, coordinate and manage all services required for the design of the project (as identified in the Facility Program), including but not limited to, the following architectural/engineering and/or consulting services:

- Acoustic/vibration studies
- Architectural
- Audio/visual design
- CAD drawings and files (in the file format specified by the County)
- Civil
- Communications/electronics systems
- Construction cost estimating
- Designs for the disabled (ADA compliance)
- Electrical (high and low voltage)
- Energy management systems design and studies
- Fire protection
- Fire protection (special hazard areas)
- Food services are design (food concessions, etc.)
- Furniture, fixture and equipment planning
- Graphics and signage design (building interior and site)
- Interior design (selection of colors, materials and level of quality – including color and material boards, color pallets, etc.)
- Interior furnishings/landscape/office systems planning and design
- Landscaping and irrigation
- Mechanical (plumbing, irrigation pumps, and HVAC)
- Project scheduling
- Site/utility studies
- Space plans that accurately illustrate the size and location of all the various types of equipment including office interior furnishings/landscape/office systems
- Special building environments
- Special security systems or requirements
- Special value engineering/life-cycle cost analyses. Under the Value Design philosophy, the County expects Consultants to systematically conduct and document basic economic analyses to justify all project design or system-related decisions. Special Value Engineering/Life-Cycle Cost Studies are those requiring specifically requested research and preparation by the Consultant as a result of organized Value Engineering activities – or involving unique equipment or systems not previously utilized on County projects.
- Specifications

- Structural (including seismic/dynamic analysis)
- Traffic and parking studies (on site only)
- Vertical circulation
- Other specials studies involving any other professional services and disciplines necessary to implement the Facility Program and/or which are otherwise included in the Agreement.

1.03 Consultant shall attend all necessary meetings and conferences to the extent required by County (see Section 1.20) with authorized employees and representatives of County relative to the design and construction of the Project. Sub-consultants shall attend all necessary meetings as required by County.

1.04 Cooperate with other professionals employed by County to perform services related to the Project.

1.05 Review available data pertinent to Project, including but not limited to record drawings, specifications, site surveys, topographic surveys, utility surveys, subsoil data, chemical, mechanical and other data logs of borings, and similar information. Consultant shall visit site, compare available data, including record drawings, with existing conditions, and advise County, in writing, whether such data is sufficient and accurate for purposes of design. If data is not sufficient, Consultant shall advise Project Manager as to the necessity and manner of providing or obtaining services relating to the site, including but not limited to: property boundary, right of way, topographic, hydrographic and utility surveys, soil mechanics, and subsoil data (refer to Additional Services, Section 10).

1.06 Bring to the Project Manager's attention any discrepancies between the County's requirements and procedures, and the Facility Program or scope of work. Provide recommendations for resolving those discrepancies.

1.07 Provide at the County's discretion, a project feasibility study that includes a minimum of three (3) alternative concepts.

1.08 Develop a cost effective approach to the Project.

1.09 Correct or revise, without additional cost to County, any errors or deficiencies in Consultant's services furnished under this Agreement

1.10 The Consultant shall secure all necessary approvals for the Project.

1.10.01 Preliminary jurisdictional agency reviews will be required prior to final submittal and acceptance of the Schematic

Design and Design Development Phase submittals. The Consultant shall submit the Construction Documents to the appropriate jurisdictional agencies for plan check and shall make all modifications required to obtain a building permit prior to Final Submittal. The Consultant shall provide the County with any correction disposition sheets resulting from such reviews.

1.10.02 The Consultant shall submit copies of the final Construction Documents, when considered by the Project Manager (PM) to be in full compliance with all applicable codes and ordinances, to the required jurisdictional agencies for final plan check.

1.11 Promptly make all corrections and revisions required to rectify errors, omissions, or deficiencies in Consultant's services furnished under this Agreement discovered by Consultant or reported to Consultant by County. In no event shall the preparation of such revisions or corrections result in an increase in the compensation to be paid by County under this Agreement.

1.12 As a part of this Agreement, and at no additional cost to County, perform such redesign, re-estimating and other services as may, in the opinion of Project Manager, be required to produce a usable facility within the construction budget. In addition, if the lowest responsible construction bid exceeds the construction budget by more than ten percent (10%) Consultant shall start such redesign services immediately upon written notification from Project Manager at no additional cost to the County, and shall complete the revisions within a reasonable time as determined by Project Manager.

1.13 Upon submittal of the final deliverables for each design phase, the Consultant shall certify in writing that the design and project costs are consistent with the approved Facility Program, approved Cost Estimate and all approved scope changes – and shall accept responsibility for all changes (including fiscal) to the design and construction work which result from the Consultant's failure to properly coordinate the efforts of the architectural, engineering and associated discipline entities. Deliverables that do not comply with the Facility Program as defined in the Agreement, which exceed the approved Cost Estimate or do not conform with the approved or directed changes to prior submittals must be corrected at the Consultant's expense.

1.14 Be responsible for the professional and technical accuracy, completeness and coordination of all designs, drawings, specifications

and other work or materials furnished by Consultant under this Agreement.

1.15 Throughout the design process, the Consultant shall actively seek to comply with all required provisions of Title 24, the Americans with Disabilities Act (ADA) and other jurisdictional requirements relative to accessibility for the disabled. All decisions reached relative to compliance with Title 24, the ADA and other accessibility requirements shall be properly documented. In addition, the Consultant shall maintain a separate file and document control system which shall contain and maintain any and all correspondence, notes, meeting minutes and any types of other documentation relevant to establishing that due diligence and standards of reasonable care were employed to assure that the design complies with all jurisdictional requirements relating to the design of and facilities to accommodate the disabled.

1.16 Perform professional services in accordance with public laws, ordinances, and regulations applicable to the Project to be performed under this Agreement. The Consultant shall be responsible for determining the identity and effect of any and all applicable requirements shall certify in writing that the documents in the Final Submittal are in compliance with all the applicable requirements and shall accept responsibility for any changes arising from the failure of design team entities to properly identify and comply with such requirements.

1.17 Designate as the Project Manager a principal or licensed member of Consultant's staff who shall be approved by Project Manager and who shall be in charge of the services for the Project commencing with the preparation of Schematic Designs through the completion of construction so long as such Project Manager's performance is acceptable to Project Manager.

1.18 Abide by all regulations imposed by County determined funding sources, including but not limited to, auditing requirements, and payroll affidavits.

1.19 Be responsible for the completeness and coordination of Consultant services, notwithstanding the review, checking, plan checking, approval, acceptance of construction documents, or payment for any services under this Agreement by the County, Project Manager, or Jurisdictional Agencies. Nor shall such actions by County be construed to operate as a waiver of its rights under this Agreement or of any cause of action arising out of or in connection with the performance of Consultant's obligations under this Agreement.

1.20 Attend ten (10) meetings with the County during design phase including but not limited to a project initiation meeting. Design Review Committee meeting, Schematic, Design Development, Construction Document review meetings, community meeting(s), and pre-bid walk through meeting(s). In addition, attendance at the preconstruction meeting and all weekly construction meetings shall be required during the construction phase. In no event shall additional compensation be paid to the Consultant by the County for Consultant's attendance at such meetings. All meetings described under this Scope of Work shall be at the County's Headquarters Office, unless otherwise designated by the County, and shall be inclusive of all sub-consultants as required by the County.

Consultant shall meet County design criteria at each milestone submittal review meeting (Schematic, Design Development, and Construction Documents) to the County's satisfaction. Consultant shall not be compensated for additional meetings required to accomplish design milestones.

1.21 Consultant and sub-consultants are responsible for providing their own protective equipment (including, but not limited to hats, shoes, eye/ear protection, etc.) when on the project site.

1.22 During development of the design and construction documents, the Consultant shall provide six (6) copies of an updated Monthly Progress Report, which delineates the work completed and progress for each task and any other pertinent information. In no event shall additional compensation be paid to Consultant by the County for these reports. The Monthly Progress Report shall be submitted not later than five (5) business days following the last day of the reporting month. The report shall include, but not be limited to, the following items:

1.22.01 Summary review of all key project activities, decisions and directions provided by the County during the reporting period.

1.22.02 The most current project schedule (planned versus actual) identifying any approved changes to the schedule, changes in (or to) the critical path and the projected project completion date.

1.22.03 The most recent update of the Construction Cost Estimate (budgeted vs. actual) with a narrative explanation of any changes.

1.22.04 Review the status of all change requests and approved changes in the Facility Program and/or the Consultant's Scope of Work.

1.22.05 A statement of the percentage of work actually completed as of the date of the Monthly Progress Report.

1.22.06 Certification that all required coordination between design disciplines and consultants participating in the project during the month has occurred.

1.22.07 Other project issues and decisions as appropriate.

1.22.08 Failure to provide the Monthly Report with the required time period may, at the discretion of the County, result in rejection of the applicable progress payment. Delay in providing the Monthly Progress Report as required will be reflected in Consultant's Consultant Performance Evaluation.

2. PROJECT SCHEDULE

2.01 Within fifteen (15) calendar days from the date of receiving a notice to proceed for services provided under the Agreement, Consultant shall generate and submit six (6) copies of the Project Schedule and one (1) copy of a disk with the schedule data in **Microsoft Project, or Primavera Project Planner. The schedule shall be a cost loaded Critical Path Method (CPM)** formatted schedule. It shall include all activities during all the design phases, including key meetings (per section 1.20), all value engineering activities, all review periods with calendar dates and all major construction activities. No task by the Consultant shall exceed 30 days. Such schedule also shall include adequate time for County review and approval of submitted documents (3 weeks), and for obtaining required permits and regulatory approvals.

2.02 County shall review the Project Schedule within seven (7) calendar days after receipt of the submission under Section 2.01 and will forward review comments to the Consultant. Consultant, within seven (7) calendar days after receipt of review comments, shall resubmit the Project Schedule per the requirements in Section 2.01 above, reflecting the response to the County's review comments. County shall review and approve the Project Schedule within seven (7) calendar days provided that all review comments to the Project Schedule have been incorporated therein.

2.03 Consultant shall update and submit the Project Schedule with the Monthly Progress Report to reflect any changes made during the design phases. Said updates of the Project Schedule shall be included in the monthly progress reports provided for in Section 1.22 above. Any schedule changes resulting from an approved design change and its resulting impact on the Project Schedule must be reported at each regularly scheduled design meeting (per Section 1.20). Consultant shall also submit a current "Project Variance Report" in a format approved by the County.

2.04 If revisions to the scope of work have been approved by the County, the time for the completion of the design phase will be adjusted to the satisfaction of the County. New schedules incorporating the revised scope and/or time requirements shall be prepared and submitted to the County for approval per Section 2.01.

2.05 If revisions to the scope of work have been approved by the County, the time for the completion of the design phase will be adjusted to the satisfaction of the County. New schedules incorporating the revised scope and/or time requirements shall be prepared and submitted to the County for approval per Section 2.01.

3. GENERAL DESIGN REQUIREMENTS

Consultant shall comply with all requirements of the As-Needed architectural/Engineering Design services Agreement and with the following general design requirements.

3.01 All services will conform with applicable governing codes and ordinances.

3.02 Site areas that will be altered shall be graded and a drainage system installed to properly control surface runoff and prevent erosion.

3.03 Any/all site clearance, grading, drainage and Strom Water Pollution Prevention Plan (SWPPP), shall be prepared by a licensed civil engineer unless otherwise notified.

3.04 Consideration for health and safety pertaining to drainage, and soil conservation, planting, erosion control, and traffic shall be part of these requirements in accordance with acceptable standards.

3.05 All utilities will be underground and will meet minimum requirements as prescribed by applicable ordinances and regulations. Consultant will define utilities including but not limited to electricity, sewer, gas,

communications and water requirements for the project, and either verify that existing utilities can accommodate the proposed facilities or recommend improvement.

Existing underground utilities will be cut, capped, plugged and relocated as required, or new services will be constructed to serve the proposed improvements. However, service to the facility will not be interrupted during project construction. Energy efficiency and water conservation shall be a consideration the project design.

3.06 All new concrete service road/walkways will be a minimum of 10 feet in width, six inches thick, reinforced with rebar and have a radius that will accommodate maintenance vehicles.

3.07 Project design will minimize the removal of trees and include Parks and Recreation landscaping and tree requirements/preferences. Any requirement to remove trees must first be reviewed and approved by the Department of Parks and Recreations during the design phase.

3.08 The design of the proposed improvements shall comply with all applicable sections of the California Access Code, Title 24, California Code of Regulations, and with the intent of the Americans with Disabilities Act of 1990 (ADA).

Note: Where there is a conflict between Title 24 and ADA, the more stringent code as determined by DPR shall apply.

3.09 Parking will be provided as required by Los Angeles County Code Section 22.52.1175. Consultant shall verify parking requirements with the County of Los Angeles Department of Regional Planning during the schematic phase of design.

3.10 Public Safety and vandalism reduction will be important considerations in the development of the design.

3.11 Provide space for fire apparatus as required by the Uniform Fire Code and fire hydrants in accordance with the Los Angeles County Fire Department's Fire Prevention Regulations

4. SCHEMATIC DESIGN PHASE

Upon authorization by Project Manager to proceed with Schematic Design Phase, Consultant shall:

4.01 Review the approved Project facility program, budget and other available data per Section 1.05.

4.02 The Consultant shall be responsible for preparing and updating Construction Cost Estimate to be included in each Monthly Progress Report and in the Final Basis of Design Report. All Construction Cost Estimate submittals shall conform to the CSI format. The Consultant shall validate that the Program Construction Cost Estimate is adequate for the project defined in the Program before initiating any design work. The Consultant shall certify in writing that the alternatives presented at the Schematic Design Phase can be achieved within the Program Construction Cost Estimate and that the construction-related elements of the project defined by the approved CD's can be implemented within the Construction Cost Estimate and the approved budget, as defined in the Agreement

All Construction Cost Estimate updates shall highlight changes made since the previous Construction Cost Estimate Update. Increases of ten 10% or more in the Construction Cost Estimate shall be identified in writing to the PM.

4.03 Consultant shall submit with the schematic design submittal, written verification that Consultant and all relevant sub-consultants have visited, and familiarized themselves with the site and all elements relevant to the project. Failure to submit this documentation may result in rejection of the submittal by the County.

4.04 Prepare schematic design concepts fulfilling all Facility Program Requirements including site plans, floor plans, tabulation of both gross and assignable floor areas, elevations, sections and other drawings necessary to graphically depict and fully describe the Project. If alternative concepts were not prepared for an earlier feasibility study (see Section 1.07 of this Exhibit), prepare a minimum of three (3) alternate schematic design proposals for consideration by the County and revise concepts, if requested by County, and recommend the preferred alternative(s) for presentation to the Department of Parks and Recreation Design Review Committee. Consultant shall provide once (1) set of mounted drawings for presentation at the Design Review Committee meeting. In addition, provide ten (10) sets of 11" x 17" schematic drawings for review by the Design Review Committee, six (6) sets of full size drawings for County review and approval ten (10) days prior to the Design Review Committee meeting, and an electronic file as described in Section 7.01 or Consultant Responsibilities.

4.05 The Consultant may be required to undertake a second review by the Design Review Committee of the acceptable design concept in the event

major changes and/or corrections arise from the first Design Review Committee meeting. In no event shall additional compensation be made by the County for these meetings.

4.06 Prepare outline specifications for the approved design concept in sufficient detail and in a form satisfactory to the Project Manager to permit an analysis of the proposed construction, criteria, and performance standards of materials and methods of construction specified, and a comparison to the initial facility program requirements.

4.07 Prepare a written Schematic Phase Project construction cost estimate for the approved design and for each alternate, if requested.

5. DESIGN DEVELOPMENT PHASE

Upon authorization by Project Manager to proceed with the Design Development Phase, Consultant shall:

5.01 Based on the approved schematics, prepare plot plans; architectural, structural, mechanical and electrical floor plans; elevations; cross-sections; and other required drawings; and outline specifications describing the size, character, and quality of the entire project in its essentials as to kinds and locations of materials, and type of structural, mechanical and electrical systems. Provide a reference grid using an XY coordinate system on all Design Development and Construction Document phase plans for identification of specific drawing features. Grid lines shall be on a separate layer of CAD drawings so that they can be shown or hidden as requested.

5.02 Prepare a construction cost estimate in a material and labor breakdown form based on the Design Development drawings and specifications.

5.03 The information in the Design Development Phase shall be sufficiently complete to cover all matters which will materially affect the cost of the Project, and all essential operational requirements of the project program.

5.04 Furnish to County a mounted and framed (without glass) perspective rendering of the Project in color.

5.05 Provide six (6) sets of full size Design Development drawings, an updated project schedule, and an electronic file (as described in Section 7.01 o Consultant Responsibilities) for department review and approval.

5.06 Revise Design Development documents to the satisfaction of Project Manager.

6. CONSTRUCTION DOCUMENTS PHASE

Upon authorization by Project Manager to proceed with the Construction Documents Phase, Consultant shall:

6.01 Based on the approved Design Development plans, prepare Construction Documents consisting of working drawings, specifications, and construction cost estimates in a form satisfactory to Project Manager and secure all required approvals and permits from jurisdictional agencies and utility providers. Prepare construction documents in full compliance with applicable building codes, ordinances, and other regulatory authorities. Submit to County for final review.

Any additional work required to get necessary approvals is not subject to additional compensation.

6.02 Consultant shall submit six (6) full size sets of Construction Documents, specifications, and an electronic file (as described in Section 7.01 of Consultant Responsibilities) at the following stages for County's review and comments: 50 percent completion, 75 percent completion, 90 percent completion, and 100 percent completion.

6.03 General Submittals and Approvals

Submittals will be reviewed by the County and other agencies as deemed necessary by the PM. As part of any re-submittal, the Consultant shall identify where in the re-submittal document(s) revisions have been made, i.e., original and/or current specification section, current drawing sheet, etc. Failure to identify the revisions and to address the County's comments shall result in rejection of the submittal.

The Consultant is responsible for the coordination and resolution of all design review comments - including those which may conflict. The Consultant shall coordinate with the PM to resolve conflicting comments that cannot otherwise be resolved. The Consultant shall provided a written disposition for all design review comments prior to County approval and acceptance of the Final Submittal for that design phase and before receiving the Notice -To-Proceed for the next design phase. Any changes or corrections found by the County to have been misidentified by the Consultant as having been completed on the Design Review Comment forms and accompanying written disposition submittal shall result in the County back-charging the Consultant for

reimbursement of Staff time and other costs associated with verifying and re-documenting the need for desired changes and/or corrections as specified in the Agreement. Changes or corrections not completed because of opinion or interpretation differences between the Consultant and the County shall be identified as such in the Design Review Comment forms and shall be resolved prior to Consultant's receipt of a Notice-To-Proceed for the following design phase. If County issues a Notice-To-Proceed for the following design phase before any such differences or disputes are resolved, it is understood and agreed that the County expressly reserves all and waives none of its rights and remedies in connection with such differences or disputes.

6.04 Final Submittals – All Design Phases

6.04.01 Submittal Dates - Within the time frames stipulated by the Agreement, the Consultant shall submit all required drawings. specifications, calculations, cost estimates and updated Project Schedule for County review.

6.04.02 Acceptance Of Submittals - Within five (5) business days following the receipt of a required submittal, the County shall determine if the submittal is complete and acceptable for review in accordance with the Agreement.

6.04.03 Rejection Of Submittals Due To Incompleteness - If the County rejects the required submittal due to incompleteness, the Project Manager will prepare a written report specifying the reasons for the rejection and reference the required standard(s) that must be met to have the submittal comply with the County's requirements.

The Consultant, at its own expense in terms of financial expenditures and scheduled project delivery time (i.e., no additional funding or time extensions), shall make any corrections necessary to complete the submittal to the required standards within a stipulated time frame agreed upon by the involved parties. The County's review times for all submittals shall commence after the Project Manager has received the complete submittal for review.

6.04.04 Approval/Disapproval Of Submittals – Upon receipt of the complete submittal for the respective design phase, the County, shall have twenty (20) days from the date of acceptance of the submittal to complete the review and proceed.

When the County determines that the required submittal conforms to the Program or its subsequent approved revisions, and properly addresses all comments and all requirements of the Agreement, the County may authorize, in writing, the Consultant to proceed with the next design phase. Processing of all final invoices and payment of all retained fees for work related to preparation of the respective design phase documents will be approved following receipt and approval of the required final submittal documentation. Any approvals by County hereunder shall in no way release or relieve Consultant from its responsibilities, duties of care, and contractual obligations in connection with the work and the Agreement.

If the County determines that the required submittal or any portion thereof does not comply with the program or its subsequent approved revisions, approved comments and changes, approved prior submittals or non-compliance with prescribed CAD standards and/or document formats, the County shall disapprove the submittal and deliver to the Consultant a written report identifying any deficiencies or problems within the twenty (20) business day agreed upon by both parties. This report shall consist of comments specifying and referencing the reasons for disapproval of the design phase required submittal, any design review comment forms and state the need of the submittal to meet and address all required standards and comments before receiving approval and a Notice-to-Proceed for the next phase of design.

The Consultant, at its own expense in terms of financial expenditures and scheduled project delivery time (i.e., no additional funding or time extensions), shall make any corrections necessary to correct or complete the submittal to the required standards within a stipulated time frame agreed upon by the involved parties. The County's review times for all submittals shall commence after the Project Manager has received the complete submittal for review.

6.05 Prepare a color and finish schedule and all revisions thereof.

6.06 Provide material samples boards of colors and finishes proposed for the project.

6.07 Submit final Construction Documents per the requirements in Section 7.01.

6.08 Consultant shall prepare two (2) full sets of wet signed construction documents. One set shall be submitted to the County and one set shall be retained by the Consultant for no less than five (5) years from Board acceptance of the project.

6.09 Prepare plans, specifications, and construction cost estimates (PS&Es) in CSI format including all Technical Divisions and Sections, 1-16. Prepare project-specific revisions to Supplementary Conditions, Project General Requirements, forms of bid proposal and other documents in such detail as may be required to obtain competitive bidding for the entire Project or any division of the Project and incorporating County standard documents and/or documents of appropriate authorities as furnished by Project Manager.

7. FINAL DELIVERABLES

7.01 Submit one (1) full-size set of vellum (black line) of final Construction Documents and an electronic file, including all necessary corrections, which shall present a clear and complete coverage of the Project for the proper submission of bids and the orderly expeditious construction of the Project.

Electronic files shall be submitted in the following format:

7.01.01 AutoCADD with a minimum of revision 2006 or Micro Station V-8.

7.01.02 Include all reference files such as Civil Engineer, Architect, Landscape Architect, etc.

7.01.03 Include all customized Linetype files (ex: Acad.lin).

7.01.04 Include any fonts used in addition to the standard fonts in AutoCADD.

7.01.05 Include the Pen Setting files (4x2 for R.14 or .CTB for 2000).

7.01.06 Include any Raster Image files (.tiff, jpeg, etc.) that are attached to the drawings.

7.02 Submit one (1) printed unbound copy (final version) of specifications and one (1) CD-ROM Disk Copy.

7.03 If aerial surveys were performed, submit final documents per the requirements in Section 7.01.

7.04 Other Project Information: one (1) printed copy of any and all reports, studies, or tests containing project information performed by Consultant, sub-consultant, or specialist.

7.05 As Built Plans: One (1) full size vellum copy set of the REVISED project plans, reflecting as-built changes and one (1) set in CD ROM format in accordance with Section 7.01 of this Exhibit. (Each drawing sheet shall be prominently noted "RECORD DRAWING"). The CAD layering system used the Consultant shall make it possible to print out a correct, unclouded as-built print. All as-built changes shall be clouded with a numbered delta symbol keyed to a numbered delta symbol in the title block Revisions column.

8. BINDING PHASE

Upon solicitation of bids by County, Consultant shall:

8.01 Prepare clarification documents and addenda for release by Project Manager as required.

8.02 Assist Project Manager with review, evaluation, and recommendations for awarding construction contract.

8.03 Assist County in solicitation of bids for the Project.

9. BIDDING PROCESS

9.01 Construction Observation Upon award of Construction Contract by County, Consultant shall:

9.01.01 Consultant shall, prior to construction, prepare a written and graphic survey of any and all portions of the existing irrigation system affected by construction. The survey shall include all lines, heads valves, backflow preventers, flow meters, and any other equipment of the system, and shall document the condition of the system at the start of construction.

9.01.02 Consultants and Sub-Consultants, if required, shall make periodic visits to the Project (in addition to weekly

construction meetings) as necessary to ascertain the progress of the Project and its general compliance with Construction Documents. Consultant shall document each site visit and record in writing all findings during the visits and distribute as directed by the Project Manager. Consultant shall attend weekly project construction meetings and prepare Request for Quotation and Change Order documents for review and approval by the County. Consultant shall also visit the Project promptly whenever requested to do so by County. In no event shall additional compensation be paid to Consultant by the County for these site visits or the weekly meetings without the prior written approval of the Project Manager. Consultant shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Project, and he/she shall not be responsible for the construction contractor's failure to carry out the Project in accordance with the Construction Documents.

9.01.03 Interpret the Construction Documents and prepare responses to Requests for Information within seven (7) calendar days of receipt from the Project Manager. Furnish one copy in reproducible form of any clarification drawings and other documentation required. Review and analyze price quotations received from the construction contractor for proposed change orders and advise Project Manager as to the acceptability of same.

9.01.04 Make monthly reports in writing to Project Manager, as to the progress of the Project by the contractor and furnish other customary reports when requested by Project Manager.

9.01.05 Recommend to County necessary addition or deletion of items of work covered by unit prices in the construction contract when determined to be necessary and previously approved by Project Manager.

9.01.06 Review and approve all submittals by construction contractor, including but not limited to Shop Drawings, Product Data and Samples, and Material Submittals, for conformance with design concept and Contract Documents. All reviews will be accomplished in a timely manner so as to cause no delays in the work.

All reviews will be accomplished in the priority and sequence of construction indicated on the approved construction schedule. The period for review of all submittals shall not exceed (10) business days unless otherwise agreed upon by all parties to the Agreement.

9.01.07 Log and track dates of the submission, acceptance/rejection and return of all submittals.

9.01.08 Review the Contractor's submittal log as a submittal noting any missing items or additional - data required.

9.01.09 Approve material samples for color and finish.

9.01.10 Review and advise Project Manager as to the acceptability of any substitutions proposed by the construction contractor.

9.01.11 Advise Project Manager as to acceptability of test reports, methods, materials, equipment and systems.

9.01.12 Assemble and deliver to Project Manager written guarantees, operating and maintenance instruction books, diagrams, and charts required of the construction contractor.

9.01.13 Participate in the final acceptance and determination of acceptability of work performed by the construction contractor.

9.01.14 Prepare deficiency/punch lists and submit to Project Manager for construction contractor to remedy any such deficiencies in accordance with applicable contract plans and specifications.

9.01.15 At the conclusion of construction, revise the original working drawings and one copy of the specifications to show all changes made during construction based upon the construction contractor's records as provided for in the construction documents. Each drawing sheet shall be prominently noted "Record Drawings (Refer to Section 7.05 for As- Built requirements). Provide County with one (1) reproducible set of As-Built plans and specifications and one (1) electronic file in CD ROM format for each, in accordance with Section 7.01. The Consultant shall submit the completed As-Built documents to the County within 45 days of Consultant's receipt of the Contractor's drawings. The As-Built documents shall become property of County.

9.01.16 Upon request of County, advise Project Manager of deficiencies in construction of the Project which develop subsequent to acceptance of the Project but prior to expiration of the warranty period of the Project, and review satisfactory methods for corrections of such deficiencies.

9.01.17 Examine each payment request submitted by the construction contractor. When such payment request is found to be correct, Consultant shall sign the payment request form and forward same to Project Manager. If, for any reason, Consultant or his designated representative is unavailable, or Project Manager otherwise so elects, Project Manager may examine, approve, and certify said payment application without Consultant's signature, on behalf of County.

10. ADDITIONAL SERVICES

Consultant agrees to provide additional professional services when directed in writing by County, provided that the compensation therefore has been agreed upon by Project Manager and Consultant. Such additional services are defined as, but not limited to:

10.01 Revision of Construction Documents and previously approved documents to accommodate changes outside of the original scope of work.

10.02 Preparation of dimensioned drawings of existing structures.

10.03 Additional services necessary to supervise correction of defects in or damage to the Project (excluding corrections of defects or damage related to or arising from the errors or omissions of Consultant).

10.04 Additional services caused by the delinquency or insolvency of the construction contractor during or after the warranty period.

10.05 Preparation of models, at a scale acceptable to Project Manager, and special delineations other than studies made at Consultant's option.

10.06 Preparation of additive or deductive alternate proposals outside the original scope of work to be included in the Construction Documents.

10.07 Providing surveys and special studies including, but not limited to topographic, boundary, or site surveys, geo-technical studies, geology

and soil reports hydrology studies, site selection evaluations, or comparative or special studies of prospective sites. Note: when preparing written reports, Consultant shall include the City by Mailing Address of the subject property on the report cover.

Example: El Cariso Community Park 13100 Hubbard Street Sylmar, CA 91342 (Do not write "Los Angeles County, CA")

10.08 Preparing documents for segregated bids or phased construction unless included as part of Facility Program.

10.09 Conducting or attending meetings in addition to those required in Section 1.20 or required elsewhere in the Agreement.

10.10 Construction Management

Should Consultant's services for Construction Management be requested above and beyond those services listed above under Construction Observation, and additional compensation therefore be agreed upon by Project Manager and Consultant, Consultant, shall, upon award of Construction Contract by County:

10.10.01 Request quotations from contractor for potential change orders to Construction Documents which are necessary as a result of changes to the scope of work. Obtain from the construction contractor a breakdown estimate of construction cost showing material and labor quantities when so directed by Project Manager. Negotiate change order cost with construction contractor, if necessary, and so directed by the Project Manager, subject to the Project Manager's approval.

10.10.02 Maintain an accurate and real time payment tracking report, including routine progress payments and change order payments, with respect to the Project's overall construction budget. Make reports available to Project Manager monthly or as requested.

10.10.03 Maintain a comprehensive Project file including all applicable construction correspondences, invoices, reports or other pertinent information. Project file shall become the property of County.

10.11 Provide interior design services required for or in connection with the specification of furniture and furnishings unless included as part of Facility Program.

10.12 Make investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by County.

10.13 Prepare operating and maintenance manuals and training personnel for operation and maintenance.

10.14 Prepare to serve as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

11. PLANNING AND ENVIRONMENTAL SERVICES

The services to be rendered by the Consultant shall include all services as described in their project specific proposal, except to the extent they are inconsistent with this attachment and the terms of this Agreement, and shall consist of all such services as are customarily rendered when providing professional services of this type.

11.01 Scope of Work

The Consultant shall provide the following services in accordance with the requirements as set forth by the County.

11.01.01 Environmental Documentation Services - The preparation of CEQA/NEPA environmental documents as necessitated by the specific project scope, master plan or program; field, literature, and electronic database reviews; initial studies; technical studies; documentation; public meetings; and publications.

11.01.02 Regulatory Permit Services - The procurement of regulatory permits necessitated by specific project scope, master plan, or program; permit application; specialized studies; field activities; and regulatory agency hearings.

11.01.03 Planning Services - All types of planning services will be dealt with on a project by project basis with specific instructions on project scope, schedule and deliverables to be determined

11.1.04 When planning and/or environmental consultant services are required, a separate scope of work and Notice to Proceed will be negotiated and authorized for each specific project within contract limitations.

11.02 Schedule of Services

The agreement will be for a 3-year period commencing upon execution of the contract, with two 1-year renewal options for a total potential contract period of 5 years.

Where services for a given project have been started but are not completed prior to the stated expiration date, the expiration date of the agreement is extended to allow for completion of such services. This is to ensure that there is no loss of continuity of services. In all events, however, the work authorizations will be subject to the maximum monetary caps, as they may be amended or supplemented.

When planning and/or environmental consultant services are required, a separate scope of work and work order will be negotiated and authorized for each specific project within contract limitations. Consultant shall provide a schedule within 15 working days after issuance of each individual Notice to Proceed as it pertains to the separate scope of work per project, indicating start and completion of all anticipated work for the applicable scope of work.

11.03 Deliverables

Required deliverables will vary based on the specific project scope and jurisdictional requirements. Deliverables shall at a minimum include the following:

11.03.01 Initial study (5 bound copies, 1 electronic copy)

11.03.02 Environmental Document (Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report: (5 bound copies, 20 electronic copies (on a CD)

11.03.03 Notice of Availability (40 notices to be mailed to interested parties 1 electronic copy)

11.03.04 Notice of Determination (1 original, 1 electronic copy)

11.03.05 Planning deliverables will be determined on a project specific basis.

11.04 Compensation

Consultant shall be paid in accordance with the fee schedule as set forth in the Consultant's fee schedule on file with the County. The rates are subject to yearly Cost of Living Adjustments according to the Agreement.

The County will compensate the Consultant for the services completed and approved by the County's project manager. Consultant will be given a Notice to Proceed for each specific project scope of work negotiated by the County prior to the commencement of the consultant services for a total not-to-exceed aggregate value of $1, 000,000. In all events, however, the work authorizations will be subject to the maximum monetary caps as stated in the Agreement or as they may be amended or supplemented. Invoices shall conform to the Department of Parks and Recreation Invoicing Instructions. Mileage, travel, lodging, food and office support expenses are not reimbursable.

Date_____

ATTACHMENT C

PROJECT NAME
CONSULTANT

The services to be rendered by the Consultant shall include all services as described in their (INSERT NAME OF PROJECT) proposal, except to the extent they are inconsistent with this attachment and the terms of this AGREEMENT, and shall consist of all such services as are customarily rendered when providing professional services of this type.

Scope of Work

(INSERT AS APPLICABLE)

Deliverables

(INSERT AS APPLICABLE)

Schedule

(INSERT AS APPLICABLE)

Compensation

Invoices shall conform to the Department of Parks and Recreation Invoicing Instructions. Mileage, travel, lodging, food and office support expenses are not reimbursable.

Consultant shall be paid in accordance with the fee schedule as set forth in the Consultant's fee schedule on file with the COUNTY. Consultant shall submit monthly payment requests for work completed.

After issuance of Notice to Proceed by the County, the consultant shall be compensated at a fee not to exceed (INSERT FEE).

ATTACHMENT D

ALTERNATIVE 1

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless COUNTY, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees from and against any and all liability, expense (including defense costs and legal fees), lawsuits, actions, claims, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or sub-consultants of any tier.

The foregoing paragraph notwithstanding, Consultant further shall indemnify, defend, and hold harmless COUNTY, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this AGREEMENT on behalf of Consultant by any person.

Neither the Consultant, nor its agents and sub-consultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to insure and defend the COUNTY and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

II. INSURANCE

Without limiting Consultant's indemnification of COUNTY and during the term of this AGREEMENT, Consultant shall provide and maintain, at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and primary to, and not contributing with, any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage shall be delivered to the Department of Parks and Recreation, Planning and Development Agency, 510 South Vermont Avenue, Room 201, Los Angeles, CA 90200, prior to commencing services under this AGREEMENT, shall specifically identify this AGREEMENT, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Consultant to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this AGREEMENT.

A. Liability:

Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence.

    a. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.

    b. If written on a Claims Made Form, the Consultant shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.

2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence.

B. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar ($1,000,000) limit, covering all persons the Consultant is legally required to cover.

C. Professional Liability:

Insurance covering liability arising from any error, omission, or negligent act of the Consultant, its officers, or employees with a limit of liability of not less than One Million Dollars ($1,000,000) per claim or occurrence, and Two Million Dollars ($2,000,000) in aggregate. If written on a Claims Made Form, Consultant shall continue to provide coverage for this project for a period of two (2) years from the date of termination or completion of this AGREEMENT.

Consultant agrees to the above Indemnification and Insurance Provisions.

_____
Initials

ATTACHMENT E

ALTERNATIVE 2

INDEMNIFICATION AND INSURANCE PROVISIONS

A. **INSURANCE**: Consultant shall, at its own expense, maintain with insurance companies acceptable to the COUNTY general liability, professional liability, comprehensive automobile liability, and workers' compensation insurance as set forth below:

1. **General Liability Insurance**: The Consultant shall maintain general liability insurance written on a commercial or comprehensive general liability form(s) that include(s) coverage for premises-operations, products/completed operations, contractual liability, broad-form property damage, and personal injury liability. The general liability policy shall have a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence.

2. **Professional Liability Insurance**: Consultant shall maintain professional liability insurance, including contractual liability coverage, with policy limits of at least One Million Dollars ($1,000,000) per claim or occurrence and Two Million Dollars ($2,000,000) in the aggregate.

3. **Comprehensive Automobile Insurance**: The Consultant shall maintain automobile insurance for all owned, non-owned, and hired vehicles with a combined single limit of One Million Dollars ($1,000,000) per occurrence or accident.

4. **Workers' Compensation Insurance**: The Consultant shall maintain workers' compensation insurance in an amount and form which will meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability Coverage with limits of One Million Dollars ($1,000,000) per occurrence.

5. **General Conditions Relating to Insurance**:

a. **Additional Insureds**: The COUNTY, DISTRICT, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees ("COUNTY and its related persons and entities") shall be named as additional insureds on each policy, except workers' compensation and professional liability insurance, the Consultant is required to provide under this AGREEMENT. Such insurance shall be primary to, and not contributing with, any other insurance maintained by or for the COUNTY and its related persons and entities.

b. **Waiver of Subrogation**: Each policy obtained by the Consultant to fulfill its obligations under this provision shall contain a provision waiving the right of the insurer to subrogate against the COUNTY and its related persons and entities for any liability covered by the policy.

c. **Claims Made Policies**: If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on a claims-made basis, the policy shall be endorsed to provide an extended reporting period of not less than two years following the termination of this AGREEMENT or the Consultant's work on the project referred to in this AGREEMENT, whichever is later.

d. **Occurrence Policies**: If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on an occurrence basis, the policies and any endorsements required by this provision (including, but not limited to, the additional insured endorsements) shall be maintained in full force and effect for a period of not less than two years following the termination of this AGREEMENT or the Consultant's work on the project referred to in this AGREEMENT, whichever is later.

e. **Certificate of Insurance**: Prior to commencing work on the project referred to in this AGREEMENT, the Consultant shall provide to the COUNTY certificate(s) of insurance identifying the insurers, policies, coverages, and limits of liability for the insurance the Consultant is required to provide under this provision. Accompanying the certificate(s) shall be a copy of the required additional insured endorsement(s) to the policies obtained by the Consultant as set forth above.

f. **Notice of Cancellation or Nonrenewal**: Each policy shall require the insurer to give the COUNTY at least 30 days notice of termination of the policy by cancellation, rescission, nonrenewal, or otherwise. Notice shall also be given to COUNTY of any material change in the terms of the coverage required to be maintained by the Consultant under this provision.

g. **Delivery of Notices**: All certificates and notices required by this provision shall be in writing and shall be delivered to: Department of Parks and Recreation, Planning and Development Agency, 510 South Vermont Avenue, Room 201, Los Angeles, CA 90200. The notices and certificates shall refer to this contract.

h. **Maintenance of Insurance**: The Consultant shall promptly pay the premiums on all insurance policies required under this provision. The Consultant further agrees that the policies shall remain in full force and effect as required by this AGREEMENT. Consultant shall immediately obtain replacement coverage for any policy which is terminated, canceled, non-renewed, or which has paid policy limits, or upon the insolvency of the insurer issuing the policy.

i. **Breach**: Failure on the part of Consultant to procure or maintain insurance

as required by this provision shall constitute a material breach of this contract. In the event of such a breach, the COUNTY may, among other things, terminate this AGREEMENT, suspend work being performed on the project by or on behalf of the Consultant, or at its sole discretion, the COUNTY may obtain replacement coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the Consultant from the COUNTY.

B. **INDEMNIFICATION**: To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the COUNTY, DISTRICT, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees ("COUNTY and its related persons and entities") from any and all claims, liabilities, expenses (including defense costs and legal fees), lawsuits, actions, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or related to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or sub-consultants of any tier. The obligation to indemnify the COUNTY is in addition to the obligation to procure insurance as set forth in this provision.

COUNTY agrees that prior to demanding a defense from the Consultant, that it or Consultant shall tender such claim to the insurers issuing the policies of insurance referred to in this provision. If the claims are not covered by any policy referred to in this provision, or the insurers fail or refuse to defend or indemnify the COUNTY or any of its related persons and entities, then the Consultant's duty to defend, indemnify and hold harmless the COUNTY under the foregoing indemnity provision shall apply in full.

Neither the Consultant, nor its agents and sub-consultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to insure and defend the COUNTY and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

C. **SUBCONSULTANTS' INSURANCE AND INDEMNIFICATION**: Consultant shall require subcontractors, sub-consultants, and independent contractors to maintain the same insurance coverage which it is required to maintain under this provision, including but not limited to, the obligation to name the COUNTY and its related persons and entities as additional insureds under each such policy.

Consultant further shall require its contractors, subcontractors, consultants, and sub-consultants, to indemnify and defend the COUNTY and its related persons and entities from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising out

of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of each contractor, subcontractor, consultant, subconsultant, or any tier.

Failure on the part of Consultant to require its subcontractors, sub-consultants, and independent contractors to provide insurance and indemnification shall constitute a material breach of this contract. In the event of such breach, the COUNTY may, among other things, terminate this AGREEMENT, suspend work being performed on the project by or on behalf of the Consultant, or in its sole discretion, the COUNTY may obtain replacement insurance coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the Consultant from the COUNTY.

Consultant agrees to the above Indemnification and Insurance Provisions.

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Initials